



**TUALATIN CITY COUNCIL  
AND  
TUALATIN DEVELOPMENT COMMISSION**  
**Monday, March 24, 2008**

City Council Chambers  
18880 SW Martinazzi Avenue, Tualatin, Oregon

WORK SESSION begins at 5:00 p.m.

REGULAR MEETING begins at 7:00 p.m.

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**Mayor Lou Ogden**

**Council President Ed Truax**  
**Councilor Chris Barhyte**  
**Councilor Monique Beikman**

**Councilor Bob Boryska**  
**Councilor Jay Harris**  
**Councilor Donna Maddux**

**WELCOME!** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for citizen comments on its agenda – Item C, following Presentations, at which time citizens may address the Council concerning any item not on the agenda, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the world wide web at [www.ci.tualatin.or.us](http://www.ci.tualatin.or.us), at the Library located at 8380 SW Nyberg Street, and are also on file in the Office of the City Manager for public inspection. Any person who has any question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011 (voice) or 503.692.0574 (TDD). Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised “live” on the day of the meeting on Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at [www.tvctv.org](http://www.tvctv.org).

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

**- SEE ATTACHED AGENDA -**

## PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

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

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

## PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

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

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

## TIME LIMITS

The purpose of time limits on public hearing testimony is to provide all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 10 minutes**, subject to the right of the Mayor to amend or waive the time limits.

## EXECUTIVE SESSION INFORMATION

Executive session is a portion of the Council meeting that is closed to the public to allow the Council to discuss certain confidential matters. No decisions are made in Executive Session. The City Council must return to the public session before taking final action.

The City Council may go into Executive Session under the following statutory provisions to consider or discuss: *ORS 192.660(2)(a)* the employment of personnel; *ORS 192.660(2)(b)* the dismissal or discipline of personnel; *ORS 192.660(2)(d)* labor relations; *ORS 192.660(2)(e)* real property transactions; *ORS 192.660(2)(f)* non-public information or records; *ORS 192.660(2)(g)* matters of commerce in which the Council is in competition with other governing bodies; *ORS 192.660(2)(h)* current and pending litigation issues; *ORS 192.660(2)(i)* employee performance; *ORS 192.660(2)(j)* investments; or *ORS 192.660(2)(m)* security issues. **All discussions within this session are confidential.** Therefore, nothing from this meeting may be disclosed by those present. News media representatives are allowed to attend this session (unless it involves labor relations), but shall not disclose any information discussed during this session.



**A. CALL TO ORDER**

Pledge of Allegiance

**B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS**

1. Passport Photo Presentation
2. Proclamation Declaring April 6 – 12, 2008 Arbor Week in the City of Tualatin
3. Tree City USA and Growth Award Presentation

**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 – 11)**

Page #

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

1. Approval of Minutes for the Meeting of March 10, 2008 .....6
2. 2007 Annual Report of the Tualatin Planning Advisory Committee.....48
3. Resolution No. 4764-08 Accepting Deed of Dedication and Easements Associated .....56  
With the SW Herman Road Improvement Project (Lightspeed)
4. Resolution No. ----- Approving the Core Area Parking District Policies Adding .....74  
a New Policy #15 and Rescinding Resolution No. 4641-07  
**[Item not passed at this time by Council]**
5. Resolution No. 4765-08 Updating Core Area Parking District Maps in TMC Chapter 8-3.....82  
Schedule C, Time Zones; Rescinding Resolution No. 4642-07
6. Resolution No. 4766-08 Adopting the March 2008 Update to the Public Works .....95  
Construction Code
7. Resolution No. 4767-08 Accepting Public Improvements for Riverhouse at Bridgeport.....156
8. Resolution No. 4768-08 Accepting Public Improvements for Columbia Roofing.....158  
Sheet Metal
9. Resolution No. 4769-08 Accepting Public Improvements for the LPKF Building .....160
10. Resolution No. 4770-08 Awarding Direct Purchase and Commissions of Public.....162  
Art for the New Library

**D. CONSENT AGENDA** *(continued from previous page)*

11. Approval of 2008 Liquor License Renewals – Late Submittals .....267a

**E. PUBLIC HEARINGS – Legislative or Other**

*None.*

**F. PUBLIC HEARINGS – Quasi-Judicial**

*None.*

**G. GENERAL BUSINESS** *(Item Nos. 1 - 4)*

1. Washington County Fairgrounds Revitalization Master Plan Presentation .....268
2. Ordinance No. 1254-08 Adopting the 2008 Editions of the Oregon Residential Specialty.....269  
Code and the 2008 Oregon Plumbing Code
3. Ordinance No. 1255-08 Relating to Parking; Regulating Parking at City Center, Library, .....273  
and Council Building; And Amending TMC 8-1-240 And  
8-3 Schedule C
4. Ordinance No. 1256-08 Adopting Core Area Parking District Tax Rate and .....279  
Credit – Fiscal Year 2008/09

**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.*

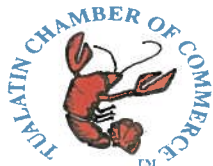
**I. COMMUNICATIONS FROM COUNCILORS****J. EXECUTIVE SESSION****K. ADJOURNMENT**



## PLEASE COMPLETE TO GIVE TESTIMONY

**PLEASE LIMIT TESTIMONY TO THREE MINUTES**

mydocs\SIGNUPSHEET.doc



## Tualatin Tomorrow – The Vision Continues

Thursday, May 8<sup>th</sup>, 2008 5:30 to 7:30 P.M.  
Legacy Meridian Park Hospital's Education Center  
19300 SW 65<sup>th</sup> Ave, Bldg #6 Rm 117, Tualatin, OR 97062



Legacy Meridian  
Park Hospital



Meet our Vision Implementation Partners,  
get caught up on our vision and the many actions  
that are being worked on now and those planned for the future.

We want to share with you information about the visions, strategies and actions being accomplished in our community today. We look forward to your thoughts and suggestions as a valued member of our great neighborhood whether you live or work here or both. We want all the input you have to give to help us continue with the vision that is the future of our wonderful city. We know with your support that we will make Tualatin even better for generations to come. So please, join us, because YOU are Tualatin Today and will make the difference for Tualatin Tomorrow!



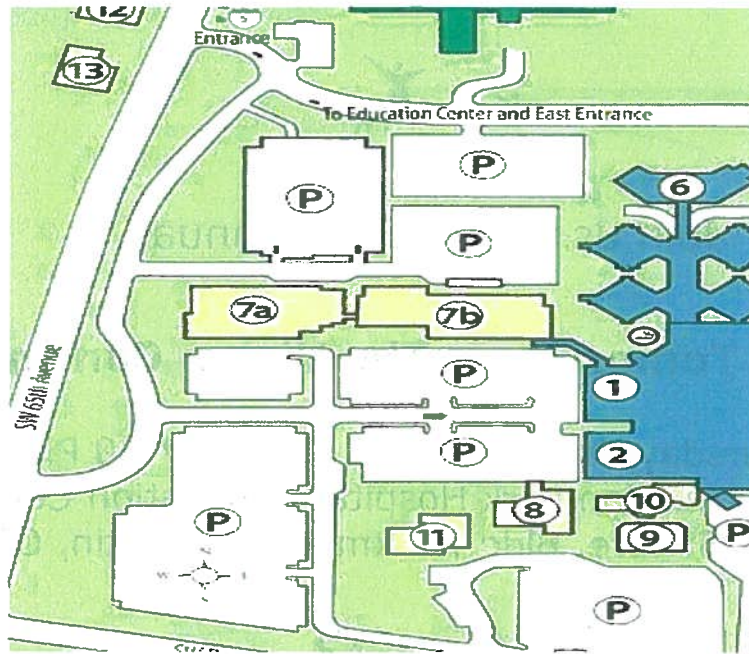
Please check our website to refresh your memory of all the things that make up Tualatin Tomorrow Visioning Project at [www.tualatintomorrow.org](http://www.tualatintomorrow.org)  
Email: [drux@ci.tualatin.or.us](mailto:drux@ci.tualatin.or.us) Call 503 691-3018.

Oh, YES! Refreshments and drawings for prizes, with Childcare available too!



**Map and Directions are on the back of this flyer.**

**If you need a copy of this flyer in Spanish please call 503 691-3018 with name and address and one will be mailed to you.**



## Meridian Park Hospital Campus

The **Education Center** is **Number 6** on the above Map, enter driveway either direction from 65<sup>th</sup> Ave. The Center parking entrance is across from the River Valley Senior Living.

**DO NOT GO TO THE MAIN HOSPITAL.** The Education Center is a separate building with Parking adjacent to it which is marked as parking **lot Number 1** on the above map. Should that lot be filled up later in the evening then parking lot marked **Number 2** on the map **is above the Education Center and then there are stairs leading down to lot Number 1** and into the Center. Lot **Number 2** is the lot for the Medical Plaza One Office Building at 19250 SW 65<sup>th</sup> Ave.

**DRIVING DIRECTIONS: Coming from the North** from SW Nyberg which becomes SW65th Ave you will turn left on to the first Hospital drive entrance and then veer left where there is a sign saying EMERGENCY, EAST Entrance and Education Center then you will make an immediate right into the Parking lot driveway which is adjacent to the Education Center.

**Coming from the South** pass SW Borland on SW 65<sup>th</sup> Ave and then turn right into the drive and follow it all the way past the Hospital entrances to the very last one, then turn right again going towards the EAST Entrance but you will turn right into the parking lot driveway which is adjacent to the Education Center. Alternate: If you prefer, you can stay on SW 65<sup>th</sup> Ave and then turn right at the last Hospital entrance drive and then into the parking lot driveway which is adjacent to the Education Center.

## PUBLIC TRANSPORTATION:

**Bus Service:** No. 76, Beaverton/Tualatin Tri-Met bus line provides frequent service to the hospital. Bus schedules are available by calling Tri-Met at 503-238-7433 or use the on-line Trip Planner at <http://www.trimet.org/>.

**Taxi Services:** Taxis may be called via a direct line from the main lobby desk. The following transportation companies provide frequent service to the hospital: Broadway Cab 503-227-1234, Radio Cab 503-227-1212, Lake Oswego Cab (Radio Cab) 503-636-2222.

# Passport Processing Program



- ✦ The City began offering passport processing service in August, 2004 (processed 7,989 applications).
- ✦ The program has been popular.
- ✦ Being able to offer passport photos to the public became apparent by the amount of requests we received.
- ✦ We will be taking passport photos beginning April 1<sup>st</sup>. The fee for two 2"x2" photos will be \$15.



# Fairgrounds Revitalization Master Plan

Presented by  
The Washington County  
Fairgrounds Revitalization  
Task Force



CITY OF HILLSBORO 1

## Background

- **Washington County Fairgrounds Revitalization Task Force**
  - Created in March 2007 by Washington County Board of Commissioners
  - 15 community members
  - Represents various groups and industries from all geographic regions of County
  - Led by Chairman Tom Brian and Hillsboro Mayor Tom Hughes



## **Background**

- **Held eight public meetings in 2007**
  - Heard from a variety of stakeholders
    - Current and potential users of the Fair Complex
    - Land and transportation planners
    - Financial consultants
    - The public
  - Developed the Fairgrounds Revitalization Master Plan for the County's 101-acre property located at NE Cornell Road and NE 34<sup>th</sup> Avenue

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## **Background**

- **The Outcome**
  - In December 2007, the Task Force unanimously recommended the Fairgrounds Revitalization Master Plan
  - Conducting public outreach effort
  - After gathering input, the Task Force and County will reconvene and finalize the plan

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## Master Plan Goals

- **Our goal is to revitalize the County's 101-acre property**
  - To ensure its long-term economic viability and service to the entire community
  - To create a place for year-round events
  - To strengthen the County's role in the metro region as a center for diverse educational, recreational and civic programs
  - To foster Washington County's growing crafts, entertainment and tourism industries
  - To preserve the County's agricultural heritage by maintaining traditional uses of the grounds

5

## Master Plan Goals

- **Our goal is to revitalize the County's 101-acre property**
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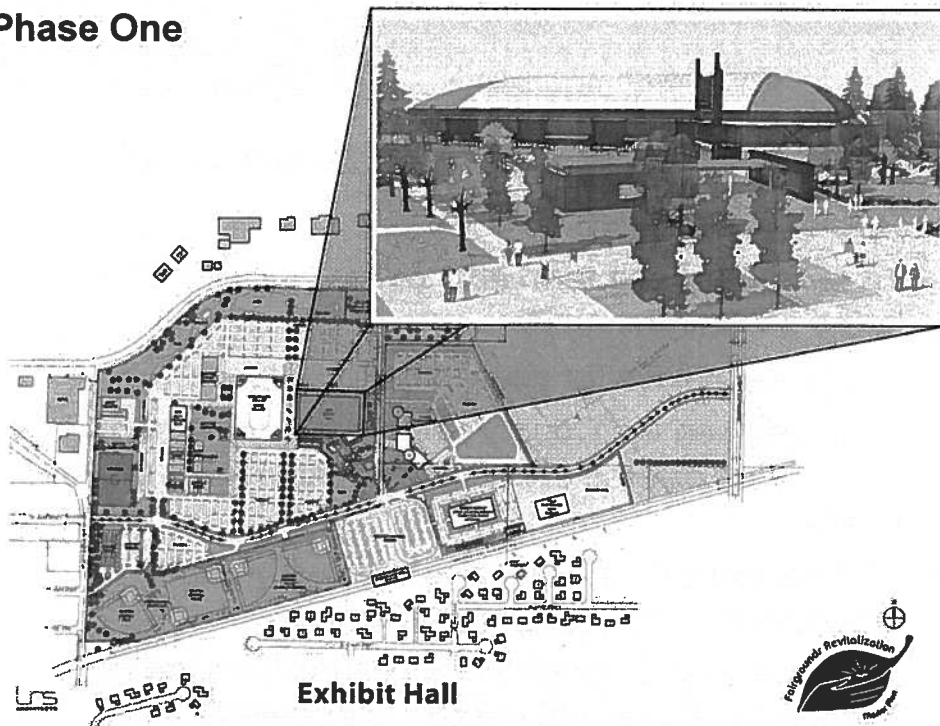
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# Master Plan Phases

- **Phase One**
  - 120,000-square-foot exhibit hall
  - Light rail connection plaza with green space
  - Extension of Grant Street
  - Green space along Cornell Road
- **Phase One is planned to be built in 2010**

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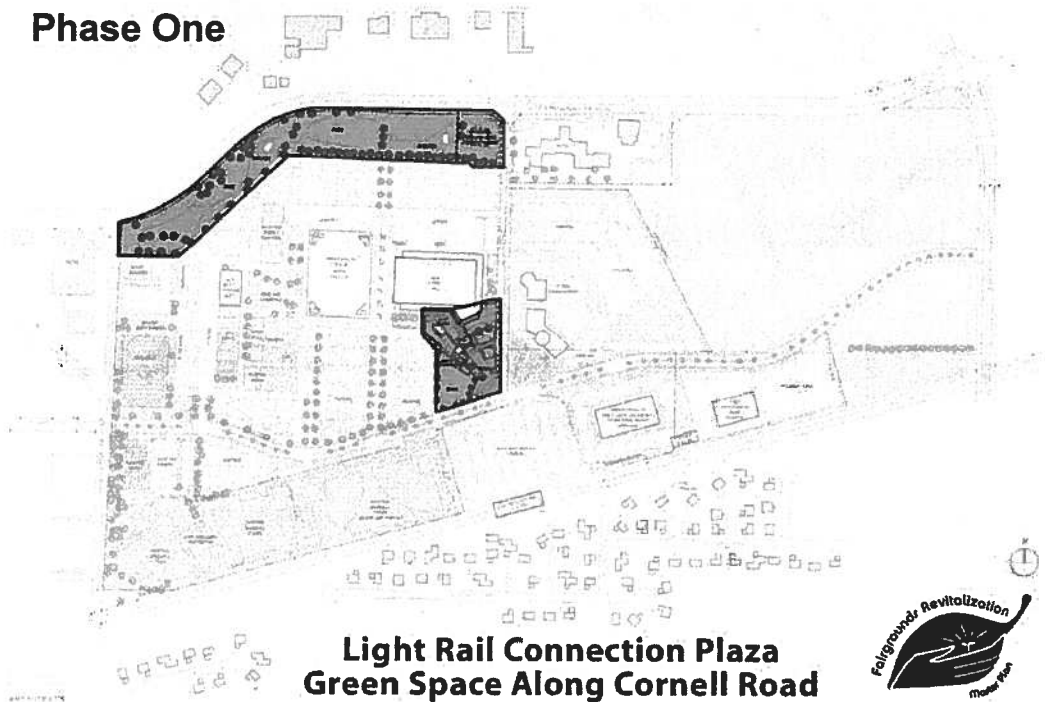
## Phase One



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## Phase One

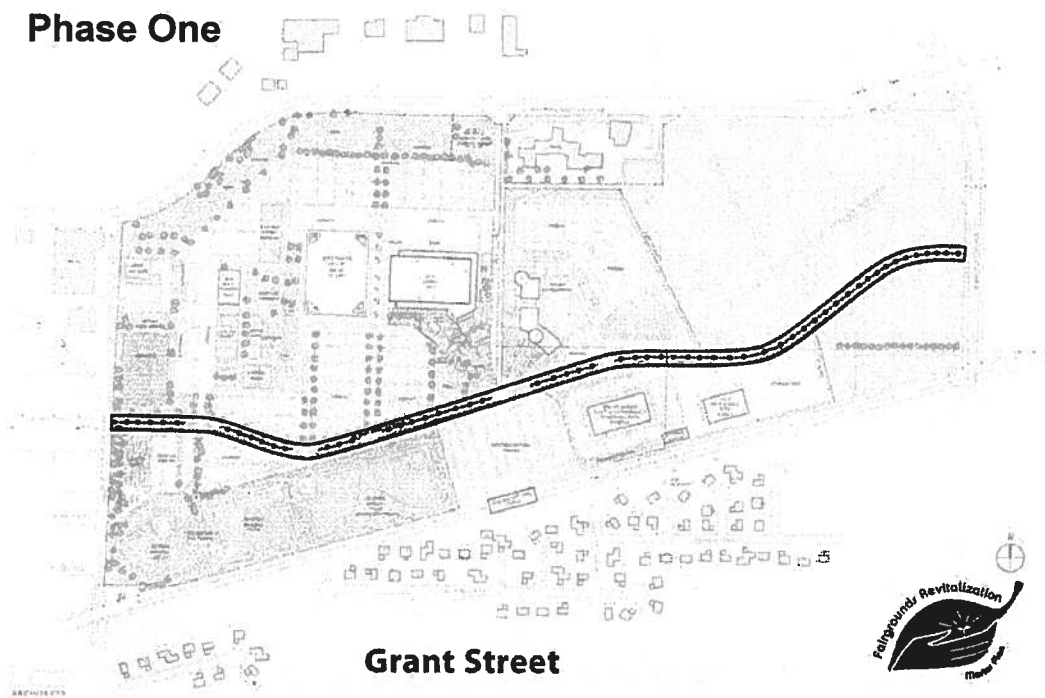


**Light Rail Connection Plaza  
Green Space Along Cornell Road**



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## Phase One



**Grant Street**



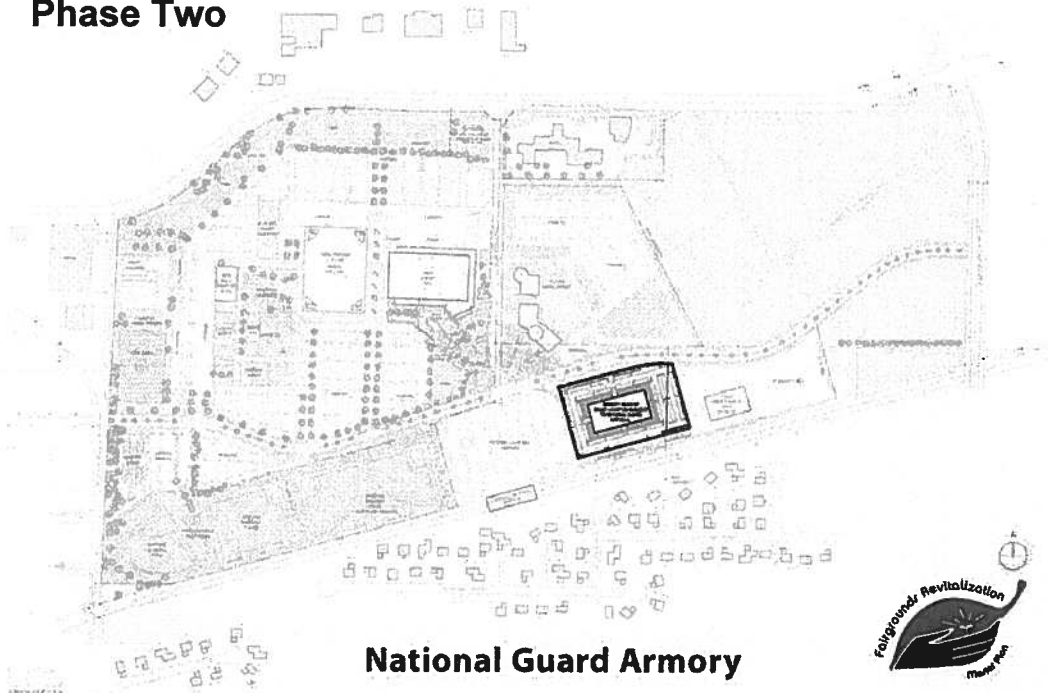
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## Master Plan Phases

- **Phase Two**
  - Relocation of National Guard armory
- **Federal funding is planned for 2014, but could be accelerated to early 2010**

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### Phase Two



**National Guard Armory**



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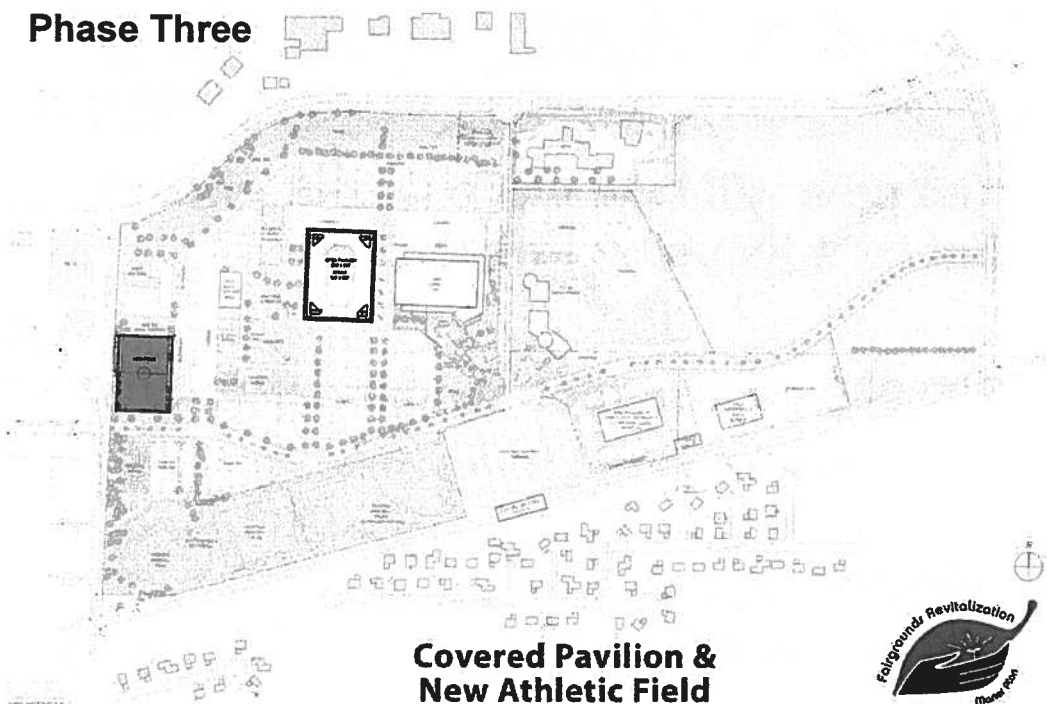
# Master Plan Phases

- **Phase Three**

- 100,000-square-foot covered pavilion
  - Will host outdoor events such as rodeos and farmers markets
- Restoration of existing buildings
- Addition of an athletic field and retention of existing fields

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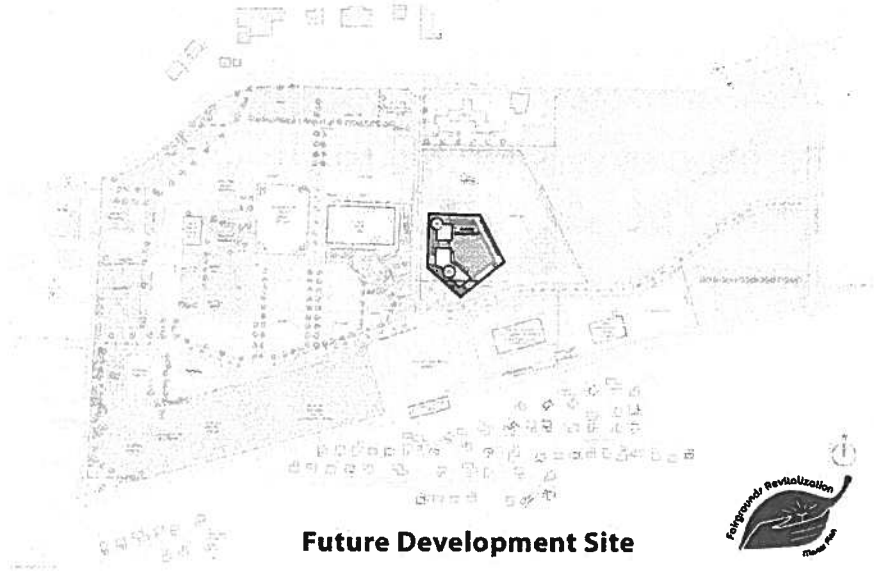
## Phase Three



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## Master Plan Phases

- **Phase Four - Future development site**



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## The Master Plan – Phase One

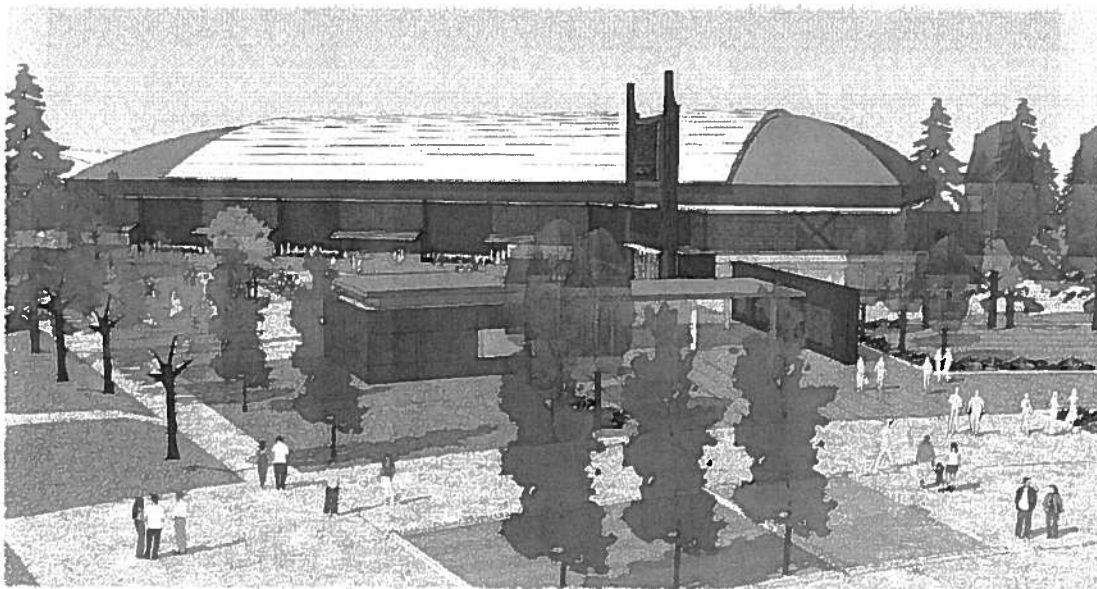
- **The plan will take place in four phases, but let's focus on Phase One**
- **120,000-square-foot exhibit hall to host**
  - Conventions
  - Trade shows
  - Performing arts
  - Other activities

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**Current view from corner where exhibit hall will be**

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CONCEPTUAL PERSPECTIVE  
DECEMBER 05, 2017

**LRS**  
ARCHITECTS

WASHINGTON COUNTY FAIRGROUNDS MASTER PLAN  
FIGURE 2

**Conceptual perspective of exhibit hall**

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## Funding – Phase One

- **Phase One investment**

- An estimated \$55 million
- Funded through various sources:

• 30-year Washington County GO bond	\$39.792 million
• City of Hillsboro-backed revenue bonds	\$5 million
• City of Hillsboro TIF, Grant Street	\$6.874 million
• City of Hillsboro TIF, Connection Plaza	\$3.415 million

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## Funding – Phase One

- **Projected cost to homeowners**

- Initial rate of 6 cents per \$1,000 of assessed value
- Estimated to decline each year thereafter for an average of 3 cents per \$1,000 over life of 30-year bond

- **Homeowners with assessed value of \$200,000 would pay \$12 for first year and reduced amounts after that**

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## Conclusion

- Construction and renovations will allow a variety of events for all Washington County residents, boosting the County's economy
- Implementation of additional phases dependent on voter approval of Phase One

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## Conclusion

- We're currently seeking public input on the Master Plan and want your feedback
- Please send your comments and questions to [fairgroundscomments@gmail.com](mailto:fairgroundscomments@gmail.com) or call 503-846-8821
- Outreach Web site launching soon [www.FairgroundsRevitalization.com](http://www.FairgroundsRevitalization.com)
- Having a contest and asking the public to help name the new complex

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# Master Plan





## Task Force Members

The Task Force held eight public meetings in 2007 to develop the Fairgrounds Revitalization Master Plan.

### Tom Brian

Washington County  
Board of Commissioners  
Chairman & Task Force  
Co-Chair

### Terry Goldman

Washington County  
Visitors Association  
Hotelier and Treasurer  
& Visitor and Tourism  
Representative

### Tom Hughes

City of Hillsboro  
Mayor & Task Force  
Co-Chair

### Tad Vanderzanden

Washington County  
Farm Bureau President  
& Agricultural Business  
Representative

### W. Rafe Flagg

Washington County  
Fair Complex Board of  
Directors President

### Dave Rohrer

Washington County Fair  
Boosters President

### Andy Duyck

Washington County  
Board of Commissioners

### Allen Van Volkinburgh

Fair Complex Users  
Representative

### Deanna Palm

Greater Hillsboro Area  
Chamber of Commerce  
President & Hillsboro  
Business Representative

### Bob Terry

Western County Citizen  
Representative

### Jack Franklin

Eastern County Citizen  
Representative

### John Leeper

Northern County Citizen  
Representative

### Delna Jones

Southern County Citizen  
Representative

## Have Feedback?

E-mail comments to

[fairgroundscomments@gmail.com](mailto:fairgroundscomments@gmail.com)

For more information, visit

[www.FairgroundsRevitalization.com](http://www.FairgroundsRevitalization.com)

Questions?

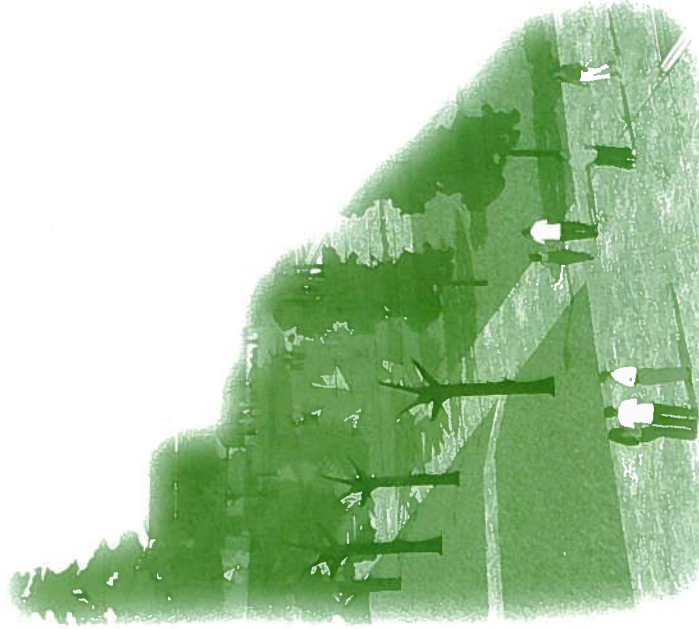
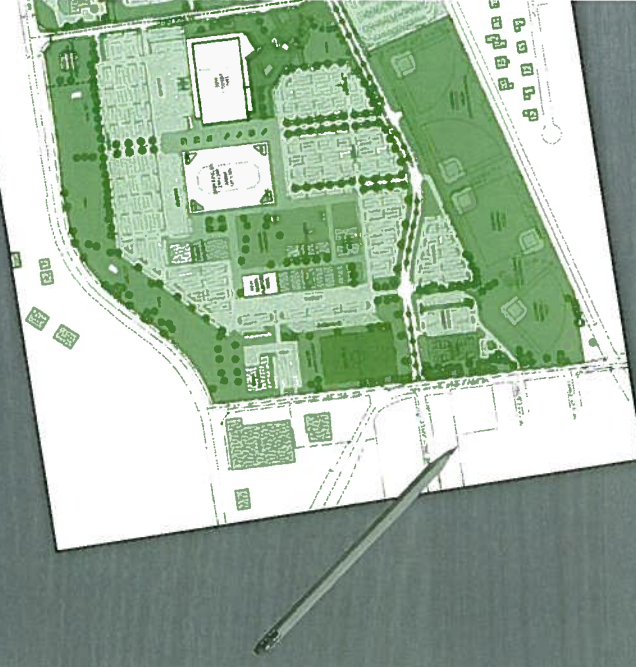
Please call 503-846-8821

## What's Next?

The County is currently seeking public input on the preliminary Fairgrounds Revitalization Master Plan. The Task Force will reconvene in the coming months to make a formal recommendation on the plan.

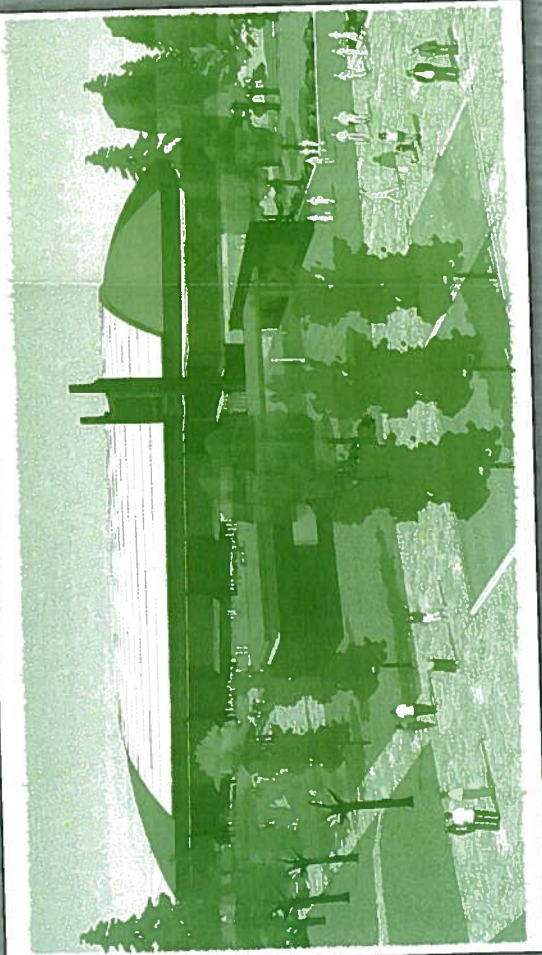


## Building Tomorrow's Community Today



CITY OF HILLSBORO





## Fairgrounds Revitalization Task Force

Community representatives were appointed by the Washington County Board of Commissioners in March 2007 to develop a plan for the County's 101-acre property located at NE Cornell Road and NE 34<sup>th</sup> Avenue.

## Our Goal

To revitalize the property to ensure its long-term economic viability and service to the entire community.

## Results

- The Task Force unanimously recommended the Fairgrounds Revitalization Master Plan. Features of the four-phase plan include:
- A 120,000 sq. ft. exhibit hall
  - A connection plaza between the light rail and exhibit hall with green space
  - The extension of Grant Street from NE 28<sup>th</sup> Avenue to NE Brookwood Parkway
  - The addition of green space along Cornell Road
  - A relocated National Guard armory
  - A 100,000 sq. ft. open pavilion
  - The addition of an athletic field and retention of existing fields
  - The rehabilitation of existing buildings
  - A future development site

## Proposed Exhibit Hall

## Funding

The phase one investment is an estimated \$55 million and would be funded through various revenue sources. Implementation of additional phases would depend on voter approval of phase one. Detailed information is available at [www.FairgroundsRevitalization.com](http://www.FairgroundsRevitalization.com).

*"Our challenge was to develop a plan that maintains and improves traditional uses for this land while creating an exciting place for year-round events."*

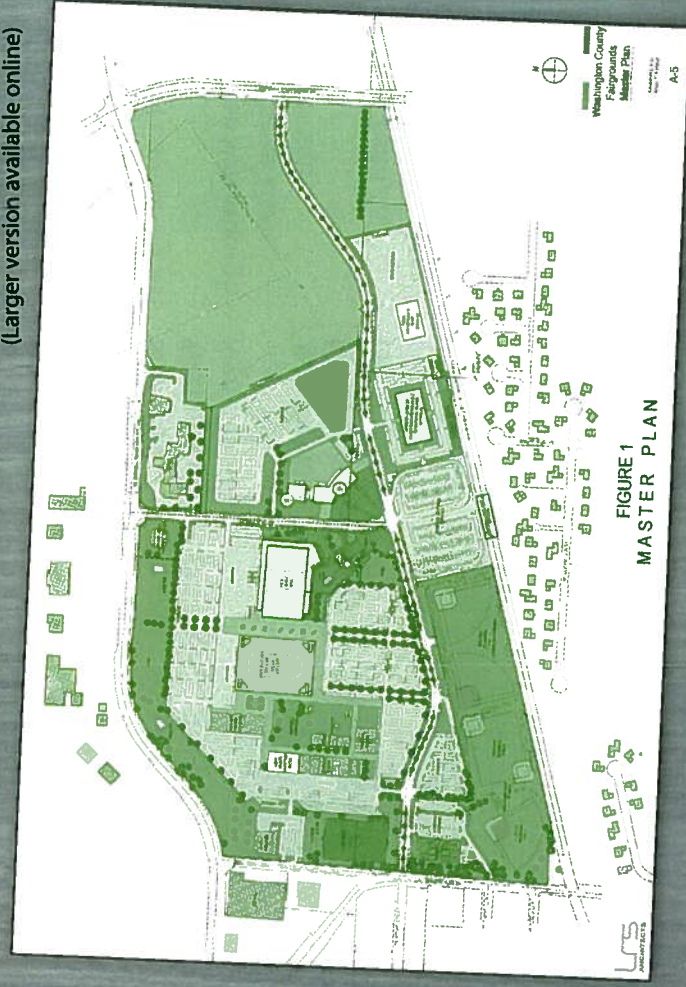
Washington County Board of Commissioners Chairman Tom Brian

*"The future of the fairgrounds is important to all of us. The recommended master plan will make the property a viable venue for trade shows and expos."*

Hillsboro Mayor Tom Hughes

## Proposed Master Plan

(Larger version available online)





# PROCLAMATION

## PROCLAMATION DECLARING APRIL 6 – 12, 2008 ARBOR WEEK IN THE CITY OF TUALATIN

WHEREAS in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday became Arbor Day and was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world and is observed in the State of Oregon during the week of April 6 - 12, 2008; and

WHEREAS trees can reduce the erosion of topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife and are a renewable resource giving us paper and countless other wood products; and

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and where almost 8,000 trees and plants have been planted by volunteers on City of Tualatin parkland this year alone; and on April 12, 2008, volunteers will plant over 800 native plants and trees at the Indian Meadows greenway to beautify and celebrate the value of trees in Tualatin; and

WHEREAS recertification for 2008 marks the 21<sup>st</sup> consecutive time the City of Tualatin has been recognized as a Tree City USA by the National Arbor Day Foundation and this year will mark the eighth time that Tualatin has received the Tree City USA Growth Award; and

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

Section 1. All citizens are urged to support efforts to protect and plant trees to gladden the hearts and promote the well being of present and future generations.

Section 2. The citizens of the City of Tualatin support the State of Oregon Department of Forestry in their recognition of the value of trees and forests by proclaiming April 6 - 12, 2008, as Arbor Week in Tualatin.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

BY

Mayor

ATTEST:

BY

City Recorder




# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sherilyn Lombos, City Manager 

**DATE:** March 24, 2008

**SUBJECT:** APPROVE MINUTES FOR THE MEETING OF MARCH 10, 2008

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**ISSUE BEFORE THE COUNCIL:**

The issue before the Council is to approve the minutes for the City Council Meeting on March 10, 2008.

**RECOMMENDATION:**

Staff respectfully recommends that the Council adopt the attached minutes.

**FINANCIAL IMPLICATIONS:**

There are no financial impacts associated with this item.

**Attachments:** Minutes



# City of Tualatin

18880 SW Martinazzi Avenue  
Tualatin, Oregon 97062-7092  
Main 503.692.2000  
TDD 503.692.0574

Approved By Tualatin City Council

Date 3-24-08

Recording Secretary M. Smith

## TUALATIN CITY COUNCIL WORK SESSION MINUTES OF MARCH 10, 2008

**PRESENT:** Mayor Pro tem Truax, Councilors Chris Barhyte, Bob Boryska, Jay Harris, and Donna Maddux Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Kent Barker, Chief of Police; Don Hudson, Finance Director; Dan Boss, Operations Director; Eric Underwood, Development Coordinator; Carina Christensen, Assistant to the City Manager; Carl Switzer, Parks & Recreation Coordinator; Paul Hennon, Community Services Director; Darrel Condra, Library Manager; Ginny Kirby, Recording Secretary

**ABSENT:** Lou Ogden\*, Monique Beikman\* [*\*denotes excused*]

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

### **A. CALL TO ORDER**

Mayor Pro tem Truax called the meeting to order at 6:18 p.m.

### **B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS**

#### ***November 2008 Bond Measure Update***

Paul Hennon, Community Services Director, said that the Ad Hoc Committee held their second meeting last week. He noted that Jay Wilcox had to resign from the committee due to schedule conflicts. Mr. Hennon distributed a handout regarding the bond measure feasibility study.

#### ***Ad Hoc Committee Update***

Mr. Hennon noted that the "model" they are currently using is an approximately 73,500 square foot building, parking spaces for 250 vehicles, and the parcel of land is 8 to 10 acres in size. He noted the committee was interested in adding outside walking trails and covered basketball court area. Mr. Hennon then reviewed the preliminary site selection criteria.

Mr. Hennon noted the proposed agenda for Ad Hoc Committee meeting no. 3 is attached for Council's review.

#### ***Sports Fields***

Mr. Hennon noted that other than Community Park, lights are not proposed for addition at any park; they are cost prohibitive at this time. He did note that a Dog Pak will be added to improvements for the north end of Community Park.

*Trails*

Koller pond viewing platform may be added.

Councilor Barhyte asked about the trail behind Kmart. Mr. Hennon noted calls are being made to citizens asking their opinions on potential trails to get a "read" on what the opinion is regarding funding more trails; no specifics at this time as far as locations.

*Park Maintenance Fee*

Mr. Hennon noted that at the last discussion with Council, the only option was just residential. Council suggested including commercial/industrial as well; City of Medford does this, and when contacted, said they are happy they have it structured as such.

*April 8 Special Work Session*

Mr. Hennon said they will review draft programs, capital/operation cost estimates, bond sizing/rates, park maintenance fee preliminary calculations, and Survey #2 objectives and approach will all be discussed at that meeting.

*Survey #2*

Sherilyn Lombos, City Manager, stated that the survey is obviously limited to the number of questions and time. She asked if Council would like the questions to be just focusing on the large "entire" project; or give options if not favorable to large project; or "ala carte" method of picking and choosing. The survey will be geared to what Council would like to see on the ballot. Discussion followed. A concern was raised that if you try to cover all options, the amount of time and calls required may be somewhat prohibitive and very expensive to accomplish. Discussion continued regarding what the focus should be for the survey questions.

**C. CITIZEN COMMENTS**

Not applicable.

**D. CONSENT AGENDA**

The Consent Agenda was reviewed by the Council.

G.1. Ordinance No. 1253-08 Renaming a Portion of SW Boones Ferry Road to SW McEwan Road

MOTION by Councilor Boryska, SECONDED by Councilor Harris for a first reading by title only. MOTION by Councilor Boryska, SECONDED by Councilor Harris for a second reading by title only. MOTION CARRIED. The poll was unanimous. MOTION by Councilor Boryska, SECONDED by Councilor Maddux to place adoption of the ordinance on the Consent Agenda. MOTION CARRIED.

**E. PUBLIC HEARINGS - Legislative or Other**

Not applicable.

**F. PUBLIC HEARINGS - Quasi-Judicial**

Not applicable.

**G. GENERAL BUSINESS**

None.

**H. ITEMS REMOVED FROM CONSENT AGENDA**

Not applicable.

**I. COMMUNICATIONS FROM COUNCILORS**

Mayor Pro tem Truax noted there is a meeting scheduled for Thursday, March 13, 2008, 10 a.m., to discuss water rates and extension of the water agreement.

Councilor Boryska reported that WCCC met and decided TIF will not be on the ballot in May 2008; possibly on the November 2008 ballot.

Councilor Maddux said she is serving on a subcommittee looking to expand support for family resource centers.

**J. EXECUTIVE SESSION**

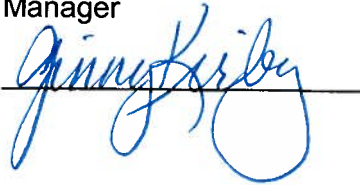
None.

**K. ADJOURNMENT**

Meeting adjourned at 6:59 p.m.

Sherilyn Lombos, City Manager

Recording Secretary

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



# City of Tualatin

18880 SW Martinazzi Avenue  
Tualatin, Oregon 97062-7092  
Main 503.692.2000  
TDD 503.692.0574

as amended  
Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary MSmith

## TUALATIN CITY COUNCIL MEETING MINUTES OF MARCH 10, 2008

**PRESENT:** Mayor Pro tem Truax; Councilors Chris Barhyte, Bob Boryska, Jay Harris, and Donna Maddux; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Kent Barker, Chief of Police; Paul Hennon, Community Services Director; Dan Boss, Operations Director; Darrel Condra, Library Manager; Nancy McDonald, Human Resources Director; Don Hudson, Finance Director; Carina Christensen, Assistant to the City Manager; Ginny Kirby, Recording Secretary

**ABSENT:** Lou Ogden\*, Monique Beikman\* [\* denotes excused]

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

### **A. CALL TO ORDER**

Mayor Pro tem Truax called the meeting to order at 7:06 p.m.  
Councilor Harris lead the pledge of allegiance.

### **B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS**

1. New Employee Introduction – *Colin Cortes, Community Development Department*  
Doug Rux, Community Development Director, introduced Colin Cortes, the new Assistant Planner. Colin will be doing both current and long term projects.
2. Proclamation Declaring March 24 – 30, 2008 “*National Community Development Week*” in the City of Tualatin  
Councilor Maddux read the proclamation.
3. Tigard-Tualatin Family Resource Center Update – *Catherine West, Executive Director*  
Ms. Catherine West noted that the facility is located on the Tigard High School campus. She said new things happening include: addition of two half-time people; one person is with Ameri-Corp. Ms. West said that one of the volunteers redesigned their website and the invited everyone to take a look at: [www.ttfrc.com](http://www.ttfrc.com). The website includes many resource guides, which are now available in Spanish, as well as English.

A survey has been taken of area citizens to find out what types of classes are needed. Available classes include: financial planning, nutrition courses, English classes, and effective parenting courses.

Ms. West noted that a “school-based” health facility is moving onto Tigard High school property, and they are hoping to partner with them health center so they can benefit each other’s clients.



Ms. West wanted to thank the City of Tualatin for the recent grant (\$5,500) and for their continued support. She noted that Peet's Coffee held a one-day fund raiser during the holidays and raised a total of \$1,368.

4. Tualatin Youth Advisory Council (YAC) Update - *Will Downey, Michelle Brecunier, and Laura Houlberg*

A YAC Green Week event is planned, the kickoff is set for April 12<sup>th</sup>. The event will be held at The Pointe at Bridgeport; there will be music, food, and themes for each day of the week, such as composting and recycling.

YAC was involved with the new Library art selection; they gave their opinions on 480 slides of potential art pieces. It was noted that YAC had a joint effort with Tigard YAC for a blanket drive; 25 blankets were collected and donated to the Caring Closet. YAC is partnering with THOT (Teens Helping Other Teens) Workshop; more than 30 middle school and high school students have been recruited to participate.

Mayor Pro tem Truax said it was great to have such a quality group of young people working hard and he thanked them for all they do.

**C. CITIZEN COMMENTS**

*Mark Padgett, Princeton Lane, Tigard and Rob Crouch, Tualatin.* Mr. Padgett stated he and Mr. Crouch were here tonight by invitation of Mayor Ogden. They are here on behalf of Rob's brother, Scott Crouch, a US serviceman. Mr. Crouch's goal is to finish fixing up his brother Scott's older model Volkswagen as a surprise for when he returns home. Scott never gets it finished as he keeps getting deployed before the work is done. A fund raiser Fun Run is set for on March 22, 2008, 1:00 p.m. at the track at Tigard High School. A number of companies have donated parts, etc. to help fix up the car. If you don't wish to participate in the Fun Run, you can donate at Wells Fargo Bank. Mr. Padgett stated you can contact him for further information at: 503-997-MARK.

*Kathy Newcomb, Cheyenne Way, Tualatin.* Ms. Newcomb wanted to give clarification on comments she made at the February 25th Council meeting. She had stated that the four ASR wells in Salem had 2 MGD/per well; the correct information is 2 MGD total of all four wells. She also wanted to make another correction concerning what she stated regarding the 2006/2007 cost of water – 85 cents; the correct amount is correct 85.6 cents. Ms. Newcomb noted some surrounding area water rates that will be going up and commented that Tualatin must work at reducing their water usage. She feels that Council needs to address this issue of dropping the City's peak demand.

Mayor Pro tem Truax noted that as a member of the Regional Water Consortium board (RWCB), possibly in early Spring that a representative from RWCB could be invited to speak at a Council meeting and present possible conservation ideas. Ms. Newcomb thanked everyone for their attention to this matter.

**D. CONSENT AGENDA**

MOTION by Councilor Boryska, SECONDED by Councilor Maddux to adopt the Consent Agenda as read and amended:

1. Approval of Minutes for the Meeting of January 28, 2008, the Minutes of the Special Work Session of February 6, 2008, the Minutes of the Meeting of February 11, 2008, and the Minutes of the Meeting of February 25, 2008
2. Approval of 2008 Liquor License Renewals – Late Submittals
3. Resolution No. 4760-08 Regarding Membership in the City/County Insurance Services Trust
4. Resolution No. 4761-08 Quitclaim a Storm Drain and Access Easement for the Meridian Business Park Project
5. Resolution No. 4762-08 Authorizing A Temporary Construction Easement and a Permanent Easement for a Sanitary Sewer Pump Station at Atfalati Park
6. 2007 Annual Report of the Tualatin Parks Advisory Committee
7. Resolution No. 4763-08 Regarding Membership in the City/County Insurance Services Trust for Ki-a-Kuts Bicycle and Pedestrian Bridge
- G.1. Ordinance No. 1253-08 Renaming a Portion of SW Boones Ferry Road to SW McEwan Road

MOTION CARRIED.

**E. PUBLIC HEARINGS - Legislative or Other****1. RJ's Wichita Pub Liquor License Renewal**

Kent Barker, Police Chief, noted he is speaking on behalf of the City Manager this evening. Chief Barker stated this is the first time in the four years he has been with the City that he has recommended a denial of a liquor license renewal. Chief Barker gave a PowerPoint presentation (see attached).

Chief Barker asked Sgt. Nate Cooper to speak to what a self-initiated call for service is. Sgt. Cooper said these types of calls do not come from dispatch, instead they are when driving through a parking lot, alongside a roadway, etc. It was noted that in the past year there were 92 total calls to Wichita Pub, which include 53 self-initiated calls. Chief Barker noted the listed behaviors for grounds for cancellation of a liquor license.

Chief Barker went on to review particulars on several specific calls at Wichita Pub. He noted that he and Capt. Brad King met with OLCC on Dec 23, 2007. Also in attendance at that December meeting were two OLCC representatives and Mr. Kleinsmith, the owner of Wichita Pub. After that meeting, Mr. Kleinsmith said the atmosphere would change – no more Ladies Night, no Ladies Night drink specials, different music format,

no hats, and no gang type garb allowed, among other changes. Chief Barker continued reviewing police calls statistics.

In summary, Chief Barker said the denial of the liquor license renewal is based upon:

- \* Total of 92 calls, nearly twice as many as other establishments; 53 being self-initiated.
- \* The problems are serious and significant; people have been injured.
- \* The number of officers required to send to calls like these; the balance of the City is not being served.

Chief Barker said Council has three things they can recommend to OLCC, as OLCC makes the final decision:

- \* Recommend Approval
- \* Recommend Denial
- \* Recommend Approval with conditions

Randy Kleinsmith, Nyberg Road, Tualatin. Mr. Kleinsmith, owner of RJ Wichita Pub, noted the December meeting with the OLCC and the Tualatin Police was "educational" for him, there were things he was not aware of. He said approximately 80-85% of the calls came on Thursday nights, which was "Ladies Night". Mr. Kleinsmith noted that over the past few years the crowd has grown in percentage of the "undesirable" element. Also, music was a large factor playing into people's behavior. He noted gangster rap has been eliminated. He did say that after stopping Ladies Night, capacity crowds of 199 have reduced to an average of 65 people on Thursday evenings. There has been a significant drop in business. Mr. Kleinsmith reiterated he takes this very seriously, this effects not only him, but his 30+ employees.

Councilor Maddux asked how long Mr. Kleinsmith has owned the business; he stated he has been the owner since June 1991. Councilor Maddux asked, how much time does he spends at the establishment, an average amount of hours over the past three years. Mr. Kleinsmith said maybe only 4 to 5 hours in the evening per week; most of his time there is during the day.

Councilor Barhyte asked about the security cameras not functioning; Chief Barker had mentioned this was a factor in several police calls/reports. Mr. Kleinsmith said the equipment is old and they are currently trying to update it. Councilor Barhyte asked how, if not there in the evening, is he kept aware of problem situations. Mr. Kleinsmith said they do have a "call" log book, so if an employee makes a call, that is logged; the self-initiated calls are not. Mr. Kleinsmith stated that he wished he had a better "open door" relationship with the Tualatin Police. He feels he didn't know about a lot of the calls. He did say that may partially be due to the process, in that the police file a report, it goes to OLCC, then comes to him.

Councilor Barhyte asked about the "undesirable" crowd. Mr. Kleinsmith stated by eliminating Ladies Night, which drew crowds not only from Tualatin, but surrounding communities as well, has helped lessen that element. Councilor Maddux asked about the serving of underage and visibly intoxicated customers. Mr. Kleinsmith noted how difficult that can be for servers to judge. As far as underage customers being served, he noted there is such a problem with good quality fake identification that it can be impossible to determine at the door as the ID is checked. It was asked if servers were trained to recognize intoxicated customers. Mr. Kleinsmith said the State has training that employees must attend. Councilor Boryska asked if a liquor license could be suspended for 30-days; Chief Barker wasn't sure.

Mr. Kleinsmith noted that another change they've made is that they now stop serving at 1:30 a.m.; they used to stop serving at 2:00 a.m. He said the Manager has the discretion to close earlier, if the establishment isn't busy. Also, they have closed off 1200 square feet of the Pub that used to be family dining area.

Councilor Boryska asked if the manager was a new employee; Mr. Kleinsmith said no, that the current manager has been there several years. Councilor Maddux asked if OLCC has fined the Pub in the past; Mr. Kleinsmith said fines have been levied regarding serving underage (fake ID) customers and for serving intoxicated customer. Mr. Kleinsmith said they have been fined two times in the last five years.

Councilor Harris asked if the City could modify the renewal, maybe for six months vs. one year. Brenda Braden, City Attorney, noted that Council can only recommend to OLCC, so yes, you can recommend a six month renewal vs. one year.

Mr. Kleinsmith stated he feels the business is starting to make a turnaround for the better with the new policies that have been put in place.

PROPOSERS - None.

OPPOSERS -

Gareth Grandon, SW Sagert, Tualatin, Wichita pub employee. Mr. Grandon agreed with what Mr. Kleinsmith said about problems that go to Police and then to OLCC; he wished they would be informed of issues at the time they happen, too. He reiterated that they have been making a real effort to change.

Madeline McAffrey, Tualatin, Wichita pub employee. Ms. McAffrey noted that the OLCC has good training and the employees take their training very seriously. She said that Mr. Kleinsmith has held meetings with the employees to make sure they are doing their best to follow those rules.

Stephen Wheatley, Sherwood, head of security at Wichita Pub. Mr. Wheatley said he has been an employee at the pub for 3 years. He noted that he regularly has to cut customers off from further drinking. All employees work hard and strive to follow the rules. He voiced his frustration over the situation with problem customers; as there is only so much they, as employees, can do.

Dustin Betzer, West Linn. Mr. Betzer stated that he is not an employee, but is a fairly regular customer at Wichita Pub. He said that he has acted as designated driver for both friends and strangers in the pub, when needed. He has watched the business fall off recently.

Travis Small, Sherwood. Mr. Small stated he rarely drinks, but is a customer. He has seen what happens in the pub; he feels the employees do a good job. He noted that he, too, has acted as a designated driver on many occasions.

Mayor Pro tem Truax said he has now heard several comments that the Police are here to protect and serve, and wants to point out that it is a problem if they are always "serving" just one establishment in the City. They are here to protect and serve the entire community.

### COUNCIL DISCUSSION

Councilor Barhyte wanted to make it very clear that the Police are not on a "witch hunt" for Wichita Pub; they were directed by Council to research the issue and bring a report to Council. Councilor Harris said he did not want any establishment to not call the Police when needed out of fear that it will be a black mark against them.

Councilor Barhyte suggested that certain things need to be addressed quickly, such as the security camera not functioning, maybe look at some "best practices" of other similar businesses in other cities.

Councilor Maddux said she echoed Councilor Barhyte's concerns. Also, she is concerned that Mr. Kleinsmith hadn't been more proactive in going to the Police to find out what problems they are finding at his establishment. She also voiced concerns about how many Police hours are taken up with calls to the Pub.

Councilor Boryska said he is hearing that employees and customers have an honest wish that the incidents drop in frequency. He feels either Mr. Kleinsmith, or the management staff, need to be more in control of the situations. He is glad they have had some success after eliminating the Ladies Night, but that they need to continue being diligent in getting the situation under better control. Mayor Pro tem Truax stated he is concerned that even after eliminating Ladies Night and making some other modifications in operations, the Police calls have not dropped off.

Councilor Harris made some suggestions that might help the situation: additional training for staff, security system upgrade, and a properly trained manager there at all times. He suggested a 3 or 4 month trial to see, if given time, the new procedures result in a reduction of problems and police calls.

Chief Barker said, in response to Councilor Maddux asking Chief Barker's opinion now, he would still recommend denial.

MOTION by Councilor Maddux to accept staff report and recommend to OLCC to deny the renewal of the liquor license of Wichita Pub. MOTION DIED for lack of a SECOND.

MOTION by Councilor Harris to put the liquor license renewal on 3-month provisional renewal; after 3-month trial, staff come back to Council and give progress of DUI's, etc.; SECONDED by Councilor Barhyte. MOTION CARRIED.

#### Discussion –

Chief Barker said OLCC will make a decision within the next 30 days, so modifications can be made tonight. It will not come back before the City even if a 3-month provisional period is recommended. Councilor Maddux reiterated that even if the City puts a 3-month provisional period, it does not come back before Council until the following year during renewal time.

Ms. Lombos asked Chief Barker to come back before Council in 90 days to give an update on the situation.

#### **F. PUBLIC HEARINGS - Quasi-Judicial** None.

**G. GENERAL BUSINESS**

1. Ordinance No. 1253-08 Renaming a Portion of SW Boones Ferry Road to SW McEwan Road

*(item moved to Consent during work session)*

*[A five minute break was taken at 9:21 p.m.]*

2. I-5 / 99W Connector Update

Ms. Lombos noted Mr. McKillip's presentation would be in two parts; first will be a 7-minute video and the second is a PowerPoint presentation. Mike McKillip, City Engineer, played the video, which he said is also available on the Connector website, [www.i5to99w.org](http://www.i5to99w.org).

Mr. McKillip reviewed the corridor development steps. He then reviewed the subjects studied in the comparative alternative analysis. Items accomplished in 2007 included: selection of an alternative to be evaluated and adoption of "evaluation criteria".

Councilor Harris asked for clarification on whether truck traffic has been addressed or was all this really aimed at commuter traffic. Mr. McKillip said it was aimed at commuter traffic, which includes trucks. If there are options given to commuters that truck traffic cannot make use of, it will free up roadways for truck traffic with less congestion of commuter traffic.

He then described the Enhanced Existing System Alternative (EESA). This includes some improvements to Tualatin-Sherwood Road, Tualatin Road, Avery Street, Sagert Street. Tualatin-Sherwood Road would then eventually be improved to a 5-lane roadway. Discussion followed.

**H. ITEMS REMOVED FROM CONSENT AGENDA**

No items were requested for removal from the Consent Agenda.

**I. COMMUNICATIONS FROM COUNCILORS**

None.

**J. EXECUTIVE SESSION**

Not applicable.

**K. ADJOURNMENT**

The meeting adjourned at 9:50 p.m.

Sherilyn Lombos, City Manager

Recording Secretary





# **Public Hearing**

## **RJ's Wichita Pub Liquor License Renewal**

**Staff Presentation by:**

**Kent Barker,  
Chief of Police**



**March 10, 2008**





## 2008 Incidents (through February 7<sup>th</sup>)

	Wichita Pub	Hot-Seat	Bush- Whackers	Country Inn	Lee's Kitchen	Wong's
<b>OLCC Warnings- Violations</b>	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
<b>Police Calls</b>	8	6	2	2	2	0
<b>Self- Initiated Calls</b>	5	4	2	1	1	0
<b>DUII Arrests</b>	1	2	0	0	0	0





# 2007 Incidents

	Wichita Pub	Hot-Seat	Bush- Whackers	Country Inn	Lee's Kitchen	Wong's
<b>OLCC Warnings- Violations</b>	<b>19</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>3</b>
<b>Police Calls</b>	<b>92</b>	<b>44</b>	<b>31</b>	<b>9</b>	<b>11</b>	<b>38</b>
<b>Self- Initiated Calls</b>	<b>53</b>	<b>25</b>	<b>15</b>	<b>2</b>	<b>4</b>	<b>22</b>
<b>DUII Arrests</b>	<b>16</b>	<b>7</b>	<b>2</b>	<b>5</b>	<b>2</b>	<b>3</b>



# Serious and Persistent Problems

Behaviors which are grounds for cancellation or suspension of a license

- Disturbances
- Lewd or Unlawful Activities
- Obtrusive or Excessive Noise
- Music or Sound Vibrations
- Public Drunkenness
- Fights
- Altercations
- Harassment
- Unlawful Drug Sales



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: Feb. 2<sup>nd</sup> @ 0129 > Thursday Night/Friday Morning**

### **Type of Call: Civil Detox.**

Person was so impaired that they were unable to care for themselves and/or posed an immediate danger to themselves or others

- **Officer Drove by**
- **Flagged Down by Security**
- **Subject crying & Screaming**
- **Subject Visibly Intoxicated**
- **Admitted to 3 Beers and 3 Shots of Alcohol**
- **Officer Transport to "Hooper's" Detox. Center**
- **Began Foaming at mouth**
- **Meridian Park Hospital**

**2 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: Feb. 10th @ 0026 > Friday Night/Saturday Morning**

### **Type of Call: Disturbance**

- **Report of large crowd in parking lot**
- **Six victims had their vehicles damaged**
- **Subject was intoxicated and kicked out of the bar**
- **Subject upset and screaming in parking lot**
- **Subject kicking side mirrors off vehicles**
- **Subject described as very drunk and out of control**

**3 Tualatin Officers & 2 Sherwood Officers**





# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: March 4th @ 0205 > Friday Night/Saturday Morning**

<b>Type of Call: Disturbance</b>
----------------------------------

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>■ <b>Officer driving through parking lot</b></li><li>■ <b>Large Crowd at Entrance</b></li><li>■ <b>Learned a fight had just occurred</b></li><li>■ <b>Both subjects involved described as "very intoxicated"</b></li></ul> | <ul style="list-style-type: none"><li>■ <b>Witnesses who came forward were described as "very intoxicated"</b></li><li>■ <b>Subject hit in face</b></li><li>■ <b>Mutual Combat</b></li></ul> |
|--|--|

**3 Tualatin Officers & 2 Sherwood Officers**





# Serious and Persistent Problems

## 2007 Incidents

**Date/Time: June 9th @ 0137 > Friday Night/Saturday Morning**

### **Type of Call: Civil Detox.**

Person was so impaired that they were unable to care for themselves and/or posed an immediate danger to themselves or others

- Subject called the police requesting assistance
- Subject described as "extremely intoxicated"
- Subject admitted to having 5-6 shots of Vodka
- Subject was vomiting
- Unable to keep balance
- Transported to "Hooper's Detox. Center"

**1 Officer 1- ½ hours, 1 Officer ½ hour**



# Serious and Persistent Problems

## 2007 Incidents

Date/Time: June 24th @ 0127 > Saturday Night/Sunday Morning

### Type of Call: Fight – Assault II

- Call to police 20 minutes after the incident occurred
- Victim of fight transported to hospital by friends prior to police arrival
- Security had suspect detained, but released the suspect prior to police arrival
- Victim suffered from Concussion and required six stitches
- Surveillance Tape at Pub was not in working order and unavailable to detectives

3 Tualatin Officers & 2 Tualatin Detectives



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: July 20th @ 0150 > Thursday Night/Friday Morning**

### **Type of Call: Disorderly Conduct – Civil Detox.**

- **Officer on Foot patrol checking the area**
- **Finds subject urinating on the pavement in the parking lot**
- **Visibly Intoxicated**
- **Stopped serving subject due to being visibly intoxicated**
- **Subject had been asked to leave the Pub due to “out of control” behavior**
- **Subject resisted arrest and was very violent**

**3 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: August 3rd @ 0001 > Thursday Night/Friday Morning**

### **Type of Call: Fight – Assault IV**

- **Report of a fight at the Pub**
- **Fight involved two women**
- **Security broke up the fight, but allowed subjects to leave prior to police arrival**
- **Victim went to hospital via private vehicle**
- **Victim suffered from a mild concussion and required stitches for a laceration above her eye**

**2 Tualatin Officers & 1 Tualatin CRU Officer**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: August 9th @ 2330 > Thursday Night**

### **Type of Call: Robbery-3**

- **Victim admitted to officer that he and the suspect were intoxicated in the Pub**
- **Victim Walked out of Pub and was followed by suspect**
- **Suspect "sucker-punched" him and knocked him out**
- **Victim had wallet and pocket-knife stolen**
- **Victim had his lip split open**
- **Officer described victim as "visibly intoxicated"**
- **Incident was not reported until following day**

**1 Tualatin Officer & 1 Tualatin Detective**





# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: September 7th @ 0241 > Thursday Night/Friday Morning**

### **Type of Call: Civil Detox.**

Person was so impaired that they were unable to care for themselves and/or posed an immediate danger to themselves or others

- **Officer Patrolling through the parking lot**
- **Found female "passed out" in a car parked in the parking lot**
- **Subject told officer she had too much to drink at the Pub**
- **Subject transported to "Hooper's Detox. Center"**

**2 Tualatin Officers**



# Serious and Persistent Problems

## 2007 Incidents

**Date/Time: September 14th @ 0228 > Thursday Night/Friday Morning**

### **Type of Call: Civil Detox.**

Person was so impaired that they were unable to care for themselves and/or posed an immediate danger to themselves or others

- **Officer Patrolling through the parking lot**
- **Found male subject staggering through parking lot**
- **Subject told officer he had been drinking at the Pub and described himself as being "drunk"**
- **Subject became angry and was screaming profanities at the officer**
- **Subject transported to "Hooper's Detox. Center"**

**2 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: September 21st @ 2050 > Friday Night**

### **Type of Call: Disturbance**

- **Officers responded to a report of a disturbance involving a large group of people**
- **Large Crowd in parking lot**
- **Learned a vehicle had just been "keyed" and suspects were inside Pub**
- **Suspects contacted inside and questioned**
- **No Criminal charges filed**

**3 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: October 26 @ 0154 > Thursday Night/Friday Morning**

### **Type of Call: Shooting – Assault I**

- **Officer Patrolling through parking lot**
- **Large crowd of people in the parking lot**
- **Witnesses told officer that someone had just been shot inside**
- **Victim and Suspect had already left in private vehicles**
- **Another subject was also armed with gun**
- **Found an “Air-Soft” gun in waistband (wanted person)**
- **One Security person was dealing with 2 other intoxicated females**
- **Surveillance Video system broke down**
- **Victim Very Intoxicated**

**4 Tualatin Officers, 2 Sherwood Officers, 2 WCSO Deputies**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: December 7th @ 0010 > Thursday Night/Friday Morning**

### **Type of Call: Fight – Assault IV**

- **Security escorting “drunk” patrol out of Pub**
- **Subject had been “cut off” earlier, but was served another drink**
- **Subject punched Security person two times in the face**
- **Victim went to hospital**
- **Victim suffered from two lacerations on face requiring 36 stitches**
- **Suspect described as “very intoxicated”**

**3 Tualatin Officers & 1 Tualatin Detective**





# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: December 12th @ 0104 > Tuesday Night/Wednesday Morning**

### **Type of Call: Disturbance-Fight**

- **Officers responded to a report of a disturbance involving a large group of people fighting in "Wong's" Parking lot**
- **Large Crowd in parking lot**
- **Subjects involved described as very intoxicated**
- **Two of the subjects involved were off-duty employees at Wichita Pub**
- **One of them was a Security Officer and was extremely agitated/aggressive towards police**

**3 Tualatin Officers, 2 Tigard Officers, 2 WCSO Deputies, 1 Sherwood Officer**



# **Serious and Persistent Problems**

## **2007 Incidents**

**Date/Time: December 18th**

### **Meeting with OLCC & Wichita Pub**

- **Tualatin PD represented by Chief Barker and Capt. King**
- **OLCC represented by Lt. Kindrick and Inv. Rosenow**
- **Wichita Pub represented by Owner and General Manager**
- **Control Plan suggestions given to Wichita**
- **Wichita would take under consideration and respond back**



# Serious and Persistent Problems

## 2007 Incidents

Date/Time: January 2, 2008

Letter from Wichita Pub

### "Changes to our Thursday Night Business policy"

- No Ladies Night
- No Ladies Night Drink specials
- No Hats (this is a temporary change)
- Change of Music –No gangster Hip-hop  
Playing more top 40 music

"We will be determining other changes in the future"



# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: December 30th @ 0053 > Saturday Night/Sunday Morning**

### **Type of Call: DUI Arrest**

- **Officers makes Traffic Stop**
- **Driver was visibly intoxicated**
- **Failed Sobriety Tests**
- **Arrested for DUII**
- **Officer out of service for 2-1/2 hours + report time**
- **Driver admitted he was drinking at Pub**
- **BAC .11%**

**1 Tualatin Officer**



# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: January 4th @ 2342 > Friday Night**

**Type of Call: DUII - ATL**

- **Caller from Wichita reporting a very intoxicated person leaving Pub**
- **Vehicles description given to officers, but vehicle was not located**

**1 Tualatin Officer**





# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: January 9th @ 0104 > Tuesday Night/Wednesday Morning**

### **Type of Call: DUII Arrest**

- **Officers makes Traffic Stop**
- **Driver was visibly intoxicated**
- **Driver so intoxicated, she did not know where she was**
- **Failed Sobriety Tests**
- **Arrested for DUII**
- **Officer out of service for 2-1/2 hours + report time**
- **Driver admitted she was drinking at Pub**
- **BAC .18%**

**1 Tualatin Officer**



# Serious and Persistent Problems

**2007-08 Incidents Since Meeting on December 18th**

**Date/Time: January 10th @ 2155 > Thursday Night**

**Type of Call: DUII - ATL**

- **Security from Wichita reporting a very intoxicated person who had been "cut-off"**
- **Security trying to call him a cab**
- **Subject snuck out of Pub and drove away in a vehicle**
- **Officers were unable to locate the vehicle**

**1 Tualatin Officer**



# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: February 1st @ 0014 > Thursday Night/Friday Morning**

### **Type of Call: Fight – Assault IV**

- **Officers responded to a report of a fight in the Pub**
- **One subject left prior to the police arrival**
- **Other subject involved in the fight was described as “very drunk”**
- **Subject did not want to press charges**
- **Subject told to leave premises**

**3 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: February 1st @ 0038 > Thursday Night/Friday Morning**

### **Type of Call: “Unwanted” - Civil Detox.**

Person was so impaired that they were unable to care for themselves and/or posed an immediate danger to themselves or others

- **Security reported an “unwanted” subject in the Pub**
- **Security described to call-taker that subject was threatening security and other patrons**
- **Security said subject did not appear to be drunk or on drugs**
- **Officers arrived and contacted subject**
- **Subject was aggressive and combative with police**
- **Subject described as “very intoxicated”**
- **Taken to “Hooper’s Detox. Center”**

**2 Tualatin Officers**



# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: February 1st @ 0151 > Thursday Night/Friday Morning**

### **Type of Call: Disturbance - Menacing**

- **Officer patrolling through parking lot**
- **Sees Security chasing two men out of Pub**
- **Subjects has been causing problems inside and trying to start fights**
- **One subject threatened security he was going to get gun from car**
- **Both subjects described as "very intoxicated"**
- **One subject only 20 Years old**
- **Admitted to drinking 3 vodka mixed drinks**
- **Arrested for Disorderly Conduct, Felon in Possession of Weapon, Menacing, & Harassment**

**3 Tualatin Officers**





# **Serious and Persistent Problems**

## **2007-08 Incidents Since Meeting on December 18th**

**Date/Time: February 22nd @ 0126 > Thursday Night/Friday Morning**

### **Type of Call: Disturbance - Menacing**

- **Security reported a subject inside Pub armed with handgun**
- **Police responded and contacted subject**
- **Subject was not actually armed**
- **Subject was described as "visibly intoxicated"**
- **Subject had a warrant for his arrest**
- **Subject transported to County jail**

**3 Tualatin Officers & 2 WCSO Deputies**



# Serious and Persistent Problems

## Summary of Concerns

- **92 Calls for Service in 2007 – 53 of these were self-initiated**
- **Other types of Calls include theft, vehicle damage, suspicious incidents, etc.**
- **Significant and Serious disturbances with reported injuries**
- **Weapons were involved**
- **Visibly and Extremely Intoxicated Persons**
- **Security is inadequate inside and outside of establishment**
- **Required number of officers to respond**
- **Time spent by officers v. patrol time in remainder of city**



# Serious and Persistent Problems

## City Council Options

### Options for Recommendations:

- **Approval of License**
- **Denial of License**
- **Modification of License**

**Staff Recommendation: "Denial of License"**



# Serious and Persistent Problems

Next Step

**The Oregon Liquor Control Commission (OLCC) will take your recommendation seriously before making a final decision**

**OLCC Makes the Final Decision**

**Questions?**



# STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary MSMA

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Doug Rux, Community Development Director *DR*

**DATE:** March 24, 2008

**SUBJECT:** 2007 ANNUAL REPORT OF THE TUALATIN PLANNING  
ADVISORY COMMITTEE

---

## ISSUE BEFORE THE COUNCIL:

Consideration and acceptance of the Tualatin Planning Advisory Committee (TPAC) 2007 Annual Report.

## RECOMMENDATION:

The Tualatin Planning Advisory Committee met on February 13, 2008 and voted 7-0 to forward a recommendation the City Council to accept the 2007 Annual Report.

Staff recommends that the City Council accept the 2007 Annual Report of the Tualatin Planning Advisory Committee.

## EXECUTIVE SUMMARY:

- This is not a public hearing.
- Not later than April 1 of each year, commencing with the year 1977, the Committee shall file with the City Council its annual report of the activities of the Committee.
- The annual report shall include a survey and report of the activities of the committee during the preceding year, in addition to specific recommendations to the City Council not otherwise requested by the City Council, relating to the planning process, plan implementation measures within the City, or the future activities of the Committee.
- The report may include activities of the Committee. The report may include any other matters deemed appropriate by the Committee for recommendation and advice to the Council.
- TPAC reviewed seven Plan Text Amendments and one Plan Map Amendment during 2007.
- TMC 11-1 contains the provisions for the functions and activities of TPAC.

**STAFF REPORT: 2007 TPAC Annual Report**

March 24, 2008

Page 2 of 2

- TPAC is the official Committee for Citizen Involvement in accordance with Statewide Land Use Planning Goal 1, Citizen Involvement.
- There are no criteria applied to acceptance of the annual report.

**OUTCOMES OF DECISION:**

Acceptance of the TPAC Annual Report will result in the following:

1. TPAC will have fulfilled its requirements for submittal of a report by April 1, 2008.

Not accepting the TPAC Annual Report will result in the following:

1. No impact is identified if the City Council does not accept the annual report.

**FINANCIAL IMPLICATIONS:**

Funds have been budgeted in the Planning Division for preparation of the TPAC annual report.

**PUBLIC INVOLVEMENT:**

The February 13, 2008 TPAC meeting a noticed public meeting allowing citizen input and comment on the annual report.

**Attachments:**      A. 2007 Annual Report of TPAC





## **2007 ANNUAL REPORT OF THE TUALATIN**

### **PLANNING ADVISORY COMMITTEE**

**MARCH 24, 2008**

#### **Committee Members:**

Guy Wherity , Chair  
Nic Herriges , Vice Chair  
Jim Harvey  
Joe Lipscomb  
Paul Sivley  
Gunnar Olsen  
David Adent  
Curtis Thiessen  
William Hawley

## **2007 ANNUAL REPORT OF THE TUALATIN PLANNING ADVISORY COMMITTEE**

### **BACKGROUND**

The Tualatin Planning Advisory Committee (TPAC) was established by Ordinance No. 342-76 adopted July 26, 1976. The Ordinance prescribes TPAC's role in reviewing plans and ordinances and makes TPAC the official Committee for Citizen Involvement in accordance with Statewide Land Use Planning Goal 1, Citizen Involvement. In addition, the ordinance calls for an annual report summarizing TPAC's activities and solicits recommendations from TPAC concerning Tualatin's planning process, plan implementation measures and future committee activities.

This report will address two specific TPAC mandates under Ordinance No. 342-76.

*§ 7(4). Serve as the City of Tualatin Committee for Citizen Involvement in accordance with the State of Oregon Land Conservation and Development Goal No. 1, with the following responsibilities.*

(a) Evaluate the effectiveness of the citizen involvement program during March and October of each calendar year.

(b) Recommend and make suggestions to the City Council regarding revisions in the citizen involvement program, as the Committee deems appropriate.

§8 Annual Report of Committee. Not later than April 1 of each year, commencing with the year 1977, the Committee shall file with the City Council its annual report of the activities of the Committee. The annual report shall include a survey and report of the activities of the committee during the preceding year, in addition to specific recommendations to the City Council not otherwise requested by the City Council, relating to the planning process, plan implementation measures within the City, or the future activities of the Committee. The report may include activities of the Committee. The report may include any other matters deemed appropriate by the Committee for recommendation and advice to the Council.

Following is the 2007 Annual Report of TPAC prepared by staff. With TPAC approval, the report and the committee's recommendations regarding the planning process and citizen involvement will be presented to the City Council at their March 24, 2008 meeting.

### **EFFECTIVENESS OF THE CITIZEN INVOLVEMENT PROGRAM**

Tualatin provides opportunities for citizens to participate in land use plan formation in Tualatin Planning Advisory Committee meetings where an agenda item is reserved for planning related or other public communications. Similarly, the City Council's "Open Mike" agenda item enables citizens to directly address the Council concerning any matter whatsoever. A number of standing and ad hoc committees and boards enable citizens to participate directly in issues related to land use:

Architectural Review Board (ARB)  
Tualatin Planning Advisory Committee (TPAC)  
Urban Renewal Advisory Committee (URAC)  
Tualatin Parks and Recreation Advisory Committee (TPARK)

Citizens also have opportunity to participate in plan implementation. Site posting (notice of proposed action) is required for architectural reviews (except for expedited process) and subdivisions. Applicant Neighborhood meeting notices and City notices of ARB and staff recommended decisions (such as Code interpretations) be sent to owners of property and recognized neighborhood associations within 300 feet of a proposed development. Appeals may be filed within fourteen calendar days of a staff or ARB decision (except for expedited process decisions). Some notices generate citizen inquiries about proposed actions. These are usually satisfied by a detailed explanation from staff. In practice, appeals have been very uncommon.

State law requires expedited land use decisions for partitions, subdivisions and residential architectural review have a 100-foot notice area and a comment period prior to the final decision. Appeals of expedited decisions go to a "referee" rather than the ARB or Council.

City Council hearings provide another avenue for citizen involvement. Hearings are required for numerous actions. These include conditional use permits, variances and amendments to the Tualatin Community Plan. The Council also hears appeals from the Architectural Review Board and staff recommended decisions (final expedited process decisions go to a referee). Notices of hearing are mailed to owners of property and recognized neighborhood associations within 300 feet of a proposed development. Notices are also posted in the lobbies of the City offices and post office.

In addition to the notice requirements, staff has prepared an advisory guide for citizen involvement in land use actions. These are brochure style handouts outlining how citizens can become engaged in land use actions within the community. The brochures are available at the City offices and are posted on the City's web site.

Public involvement is also encouraged for various transportation, park development and other public facility capital improvements in the City.

### **RECOMMENDED REVISIONS TO THE CITIZEN INVOLVEMENT PROGRAM**

In 2003 TPAC and the City Council engaged in discussions about citizen involvement. TPAC has not identified any additional actions necessary for Tualatin to remain in compliance with State Land Use Planning Goal 1, Citizen Involvement in 2006. There may be revisions in the future based on the Tualatin Tomorrow Community Visioning program.

## **ACTIVITIES OF THE COMMITTEE**

During the 2007 Calendar Year TPAC met nine (9) times. TPAC reviewed seven (7) proposed Plan Text Amendments:

- PTA-06-05 Single Family Dwelling Standards. Still in review.
- PTA-06-09 Fence Regulations. TPAC met on 4/12/07 and voted 5-1-0 (Pollock opposed) to recommend Council to approve the TDC amendments of PTA-06-09 as presented in the staff report with the following changes:
  1. Where it references masonry, TPAC would like to add brick;
  2. Where it references all the other kinds of fences it should include wood;
  3. Where it references 90 feet, eliminate the 90 foot differentiation, and allow property owner to choose any of the allowed styles; and
  4. Where it requires fence replacement when one or more sections of fence is removed, replace with language that if more than 60% of fence is removed then you would have to put in a whole new fence.On 7/9/07 Council met and voted 4-0-3 (Barhyte, Boryska and Maddux absent) to adopt the staff report regarding fence standards in Low Density and Medium Low Density Residential Planning Districts, adjacent collectors, arterials, and expressways and direct staff to prepare an ordinance granting PTA-06-09.
- PTA-07-01 Street Tree Replanting. Still in review.
- PTA-07-02 Access Management of Leveton Drive. TPAC met on 3/8/07 and voted 5-0-4 (Wherity, Olson, Lipscomb and Thiessen absent) recommending Council to approve PTA-07-02. On 3/26/07 Council met and voted 5-0-2 (Barhyte and Harris absent) to accept staff's report as written and direct staff to prepare a resolution.
- PTA-07-03 MUCOD in CG (2S113DC01300). TPAC met on 8/9/07 and voted 7-0-1 (Hawley absent) recommending Council to accept PTA-07-03 based on staff report and supporting documents. On 8/27/07 Council met and voted 6-0-1 (Barhyte absent) to accept staff's report and attachments and direct staff to prepare an ordinance granting PTA-07-03.
- PTA-07-04 MUCOD in CG (2S113DC01800 & 2S113DA01900). TPAC met on 9/13/07 and voted 5-0-3 (Olson, Hawley and Wherity absent) recommending Council to accept PTA-07-04 based on staff report and supporting documents. On 10/8/07 Council met and voted 6-0-1 (Boryska recused) to adopt the staff's report and attachments and direct staff to prepare an ordinance granting PTA-07-04.

- PTA-07-05 Allow a Child Day Care Center Use in IPBOD Development Greater than 10 acres in size. TPAC met on 12/13/07 and voted 5-0-4 (Thiessen, Wherity, Harvey and Herriges absent) recommending Council to approve PTA-07-05. On 1/14/08 Council met and voted 5-0-2 (Barhyte and Truax absent) to direct staff to prepare an ordinance granting PTA-07-05 based on the draft ordinance in Attachment C of the staff report.

During the 2007 Calendar Year, TPAC reviewed one (1) proposed Plan Map Amendment.

- PMA-07-01 ML to CG (2S113DC01800 & 2S113DA01900) . TPAC met on 9/13/07 and voted 5-0-3 (Olson, Hawley and Wherity absent) recommending the City Council accept PTA-07-01 based on the staff report and supporting documents. On 10/8/07 Council met and voted 6-0-1 (Boryska recused) to adopt the staff's report and attachments and direct staff to prepare an ordinance granting PMA-07-01.

Eight (8) individuals (persons other than TPAC members) participated in meetings considering Plan Amendments.

### **OTHER TPAC ACTIVITIES**

Under the agenda item "Communications from the Public" no suggestions were submitted by the public.

Staff brought forward several topics for TPAC discussion including:

- Tualatin Tomorrow (Community Visioning)
- TMC-07-01 Derelict Fences
- Community and Town Center Gateways
- Town Center Plan
- Urban/Rural Reserves Administrative Rule development
- Stafford Hamlet activities
- Community Development Department FY 07/08 Work Program (SW Concept Plan, Periodic Review/Comp Plan Update, Quarry Area (Study Area 48), South Tualatin, Historic Resource ordinance modifications, Sign Amortization, Commuter Rail, I-5/99W Connector, Central Urban Renewal Plan maximum indebtedness)
- Volunteer of the Year nominations
- 2006 Annual Report
- Private development updates
- Tualatin Public Library expansion updates

TPAC generated a recommendation to the City Council on gated communities. That recommendation was presented to the Council on August 27, 2007. The Engineering and Building Department is working on a report for the Council concerning gated communities and private tracts.

## **CITY COUNCIL GOALS**

The activities of TPAC are consistent with the following Council Goals:

**Goal #1 – Enhance Sense of Place and City Beautification.**

*TPAC reviewed Plan Amendments addressing this goal through PTA-06-05, PTA-06-09, PTA-07-01.*

**Goal #2 – Promote Community Involvement & Engagement.**

*TPAC reviewed Plan Amendments addressing this goal through PTA-06-05, PTA-06-09, PTA-07-01, PTA-07-02, PTA-07-03, PTA-07-04, PTA-07-05 and PMA-07-01.*





# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager SL

**FROM:** Doug Rux, Community Development Director DR

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION ACCEPTING DEED OF DEDICATION AND EASEMENTS ASSOCIATED WITH THE SW HERMAN ROAD IMPROVEMENT PROJECT (LIGHTSPEED)

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### ISSUE BEFORE THE COUNCIL:

Whether the Tualatin City Council should adopt a resolution accepting a Deed of Dedication and Slope/Utility Easements as part of the SW Herman Road Improvement Project.

### RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution

### EXECUTIVE SUMMARY:

- This action is not a public hearing.
- The Fiscal Year 07/08 Leviton Tax Increment District Project Fund contains a capital project to design roadway improvements and acquire rights-of-way and easements for the SW Herman Road Improvement Project.
- The project area consists of SW Herman Road from SW Teton Avenue to SW 124<sup>th</sup> Avenue.
- This public improvement project is funded by the Tualatin Development Commission ("Commission") from SW 108<sup>th</sup> Avenue to SW 124<sup>th</sup> Avenue. The City is funding improvements from SW Teton Avenue to SW 108<sup>th</sup> Avenue.
- The primary purpose of constructing the roadway is to better facilitate freight mobility and industrial traffic flow within the District and to improve storm water drainage as well as overall roadway conditions.
- As part of the project, rights-of-way acquisition and utility, slope, and permanent easements have been identified.
- The acceptance of the Deed of Dedication and Easements are contingent on the Commission adopting a resolution authorizing compensation for the Deed of

## **STAFF REPORT: Acceptance of Deed of Dedication and Easements**

March 24, 2008

Page 2 of 3

Dedications and Easements for the amounts noted in the attached documents at their March 24, 2008 meeting.

- The Commission, at its August 13, 2007 meeting, directed the acquisition of rights-of-ways and easements.
- The documents to be accepted are from the following:
  - Lightspeed Partners, LLC (Deed of Dedication and Slope/Utility Easements).
- The Deed of Dedication and Easements are being presented to the Council for acceptance because the subject project is for a public street improvement and the Commission does not accept these types of documents.

### **OUTCOMES OF DECISION:**

Approval of the request to accept Deed of Dedications and Easements will result in the following:

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

Denial of the request to accept Deed of Dedications and Easements will result in the following:

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

### **ALTERNATIVES TO RECOMMENDATION:**

Alternatives evaluated to accept the Deed of Dedication and Easements are as follows:

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

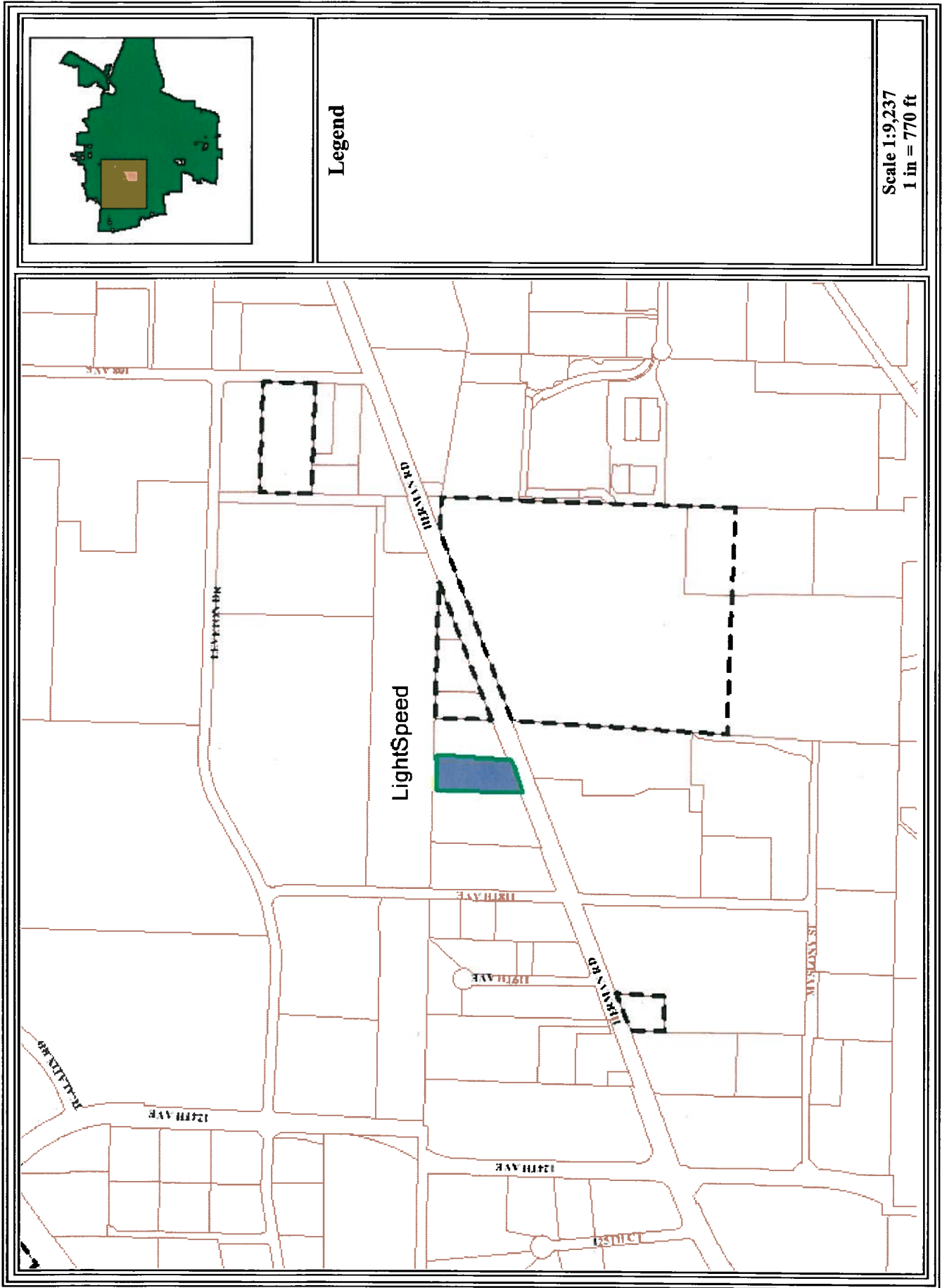
### **FINANCIAL IMPLICATIONS:**

Compensation for the Deed of Dedication and Easements were addressed by the Commission at their March 24, 2008 meeting and is not applicable to acceptance of these documents. The Commission is paying for document recording

**PUBLIC INVOLVEMENT:**

Public involvement is not required as part of this action.

**Attachments:**      A. Property Location Map  
                             B. Resolution with Exhibits



Attachment A

RESOLUTION NO. 4764-08

RESOLUTION ACCEPTING DEED OF DEDICATION AND EASEMENTS  
ASSOCIATED WITH THE SW HERMAN ROAD IMPROVEMENT  
PROJECT (LIGHTSPEED)

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

Section 1. The attached documents, Exhibits 1 and 2 are hereby accepted  
by the City of Tualatin:

1. Deed of Dedication from Lightspeed Partners, LLC
2. Slope/Public Utility Easement from Lightspeed Partners, LLC

Section 2. The City Recorder shall be instructed to cause said Deed of  
Dedication and Slope/Public Utility Easements to be recorded in the Book of  
Records of the Washington County Recorder.

Section 3. The acceptance of the Deed of Dedication and Easements are  
conditioned on the Tualatin Development Commission adopting a resolution  
authorizing compensation for the Deed of Dedication and Easements.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

City Recorder

Approved as to legal form:

Brenda L. Brader  
City Attorney



**CITY OF TUALATIN, OREGON**

**DEED OF DEDICATION**

**FILE COPY**

Sent for Recording  
By: Comm. Dulp.

KNOW ALL MEN BY THESE PRESENTS, that Lightspeed Partners, LLC (the "GRANTOR") grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, for the use of the public as a public way forever, for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

*See attached legal description  
and attached map of description*

TO HAVE AND TO HOLD, the described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is Fifty-One Thousand Six Hundred Fifty-One and No/100 Dollars (\$51,651.00) and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances stated in the attached and incorporated exhibit entitled "Excepted Encumbrances", and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.



EXECUTED this 14 day of FEBRUARY, 2008

Sent for Recording  
By: \_\_\_\_\_

Lightspeed Partners, LLC

\_\_\_\_\_  
Name )

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

PRESIDENT  
Title

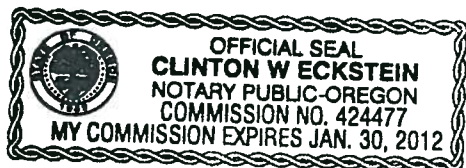
\_\_\_\_\_  
Title

STATE OF OREGON )  
County of Washington ) ss

On this 14 day of February, 2008, before me, the undersigned, a  
Notary Public, personally appeared Jerry Ramey  
and \_\_\_\_\_ who are known to be the  
PRESIDENT and \_\_\_\_\_ of  
Lightspeed Partners, LLC and acknowledged the foregoing instrument to be their  
voluntary act and deed.

Before me: Clinton W Eckstein  
Notary Public for Oregon

My commission expires: 1/30/2012



CITY OF TUALATIN, OREGON

By \_\_\_\_\_  
Mayor

ATTEST:

By Shirley Lema  
City Recorder

**EXHIBIT A**

**Herman Road Improvement Project**  
**June 26, 2007**  
**Updated July 12, 2007**

**Tax Map No. 2S122C 2500**  
**LIGHTSPEED PARTNERS,**  
**LLC**

**PARCEL 1 - RIGHT-OF-WAY DEDICATION**

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to LIGHTSPEED PARTNERS, LLC AN OREGON LIMITED LIABILITY COMPANY, recorded on March 7, 2002, in Document No. 2002-027214, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), which centerline is described as follows:

Beginning at station 34+82.00, said point being South 4°53'13" East, 1440.06 feet from the West quarter corner of Section 22, Township 2 South, Range 1 West, said point also being 40.00 feet from the centerline of the Southern Pacific Railroad centerline when measured at right angles, said point also being on the centerline of SW 124<sup>th</sup> Avenue as shown on Survey No. 29,817 filed with Washington County Surveyor's office;

Thence North 68°56'37" East, parallel with and 40.00 feet from said Railroad centerline, 5913.76 feet to station 93+95.76; said point being at the intersection with the centerline of SW Teton Avenue.

The widths in feet of the strip of land above referred to are as follows:

**SW HERMAN ROAD**  
**STATION****WIDTH ON NORTHERLY SIDE OF**  
**CENTERLINE**

From 57+85.00  
To 58+79.00

49.75 feet in a straight line to 51.50 feet

From 58+79.00  
To 59+55.00

51.50 feet in a straight line to 53.50 feet

From 59+55.00  
To 60+33.00

53.50 feet in a straight line to 55.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489).

This area of land contains 2,950 square feet (0.068 acres), more or less.

## **EXHIBIT A -Continued**

### **PARCEL 2 – PERMANENT SLOPE AND UTILITY EASEMENT**

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to LIGHTSPEED PARTNERS, LLC AN OREGON LIMITED LIABILITY COMPANY, recorded on March 7, 2002, in Document No. 2002-027214, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), said centerline described in PARCEL 1.

The widths in feet of the strip of land above referred to are as follows:

<b><u>SW HERMAN ROAD STATION</u></b>	<b><u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u></b>
From 57+85.00 To 58+79.00	55.75 feet in a straight line to 57.50 feet
From 58+79.00 To 59+55.00	57.50 feet in a straight line to 59.50 feet
From 59+55.00 To 59+83.00	59.50 feet in a straight line to 60.00 feet
From 59+83.00 To 59+94.00	60.00 feet in a straight line to 64.25 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489) and EXCEPT that portion described in PARCEL 1.

This area of land contains 1,125 square feet (0.026 acres), more or less.

**EXHIBIT A -Continued**

Sent for Recording  
By: \_\_\_\_\_

**PARCEL 3 – TEMPORARY CONSTRUCTION EASEMENT**

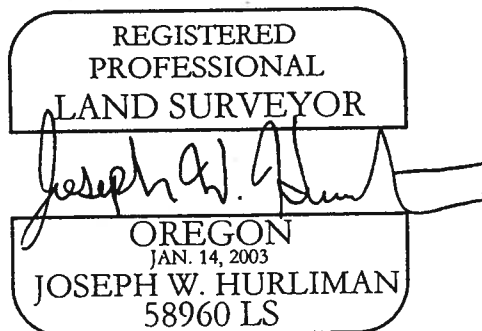
A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to LIGHTSPEED PARTNERS, LLC AN OREGON LIMITED LIABILITY COMPANY, recorded on March 7, 2002, in Document No. 2002-027214, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), said centerline described in PARCEL 1.

The widths in feet of the strip of land above referred to are as follows:

<b><u>SW HERMAN ROAD STATION</u></b>	<b><u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u></b>
From 58+79.00 To 58+80.00	57.50 feet in a straight line to 75.00 feet
From 58+80.00 To 59+02.00	75.00 feet in a straight line to 131.00 feet
From 59+02.00 To 60+15.00	131.00 feet in a straight line to 83.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489), EXCEPT that portion described in PARCEL 1, and EXCEPT that portion described in PARCEL 2.

This area of land contains 5,857 square feet (0.134 acres), more or less.

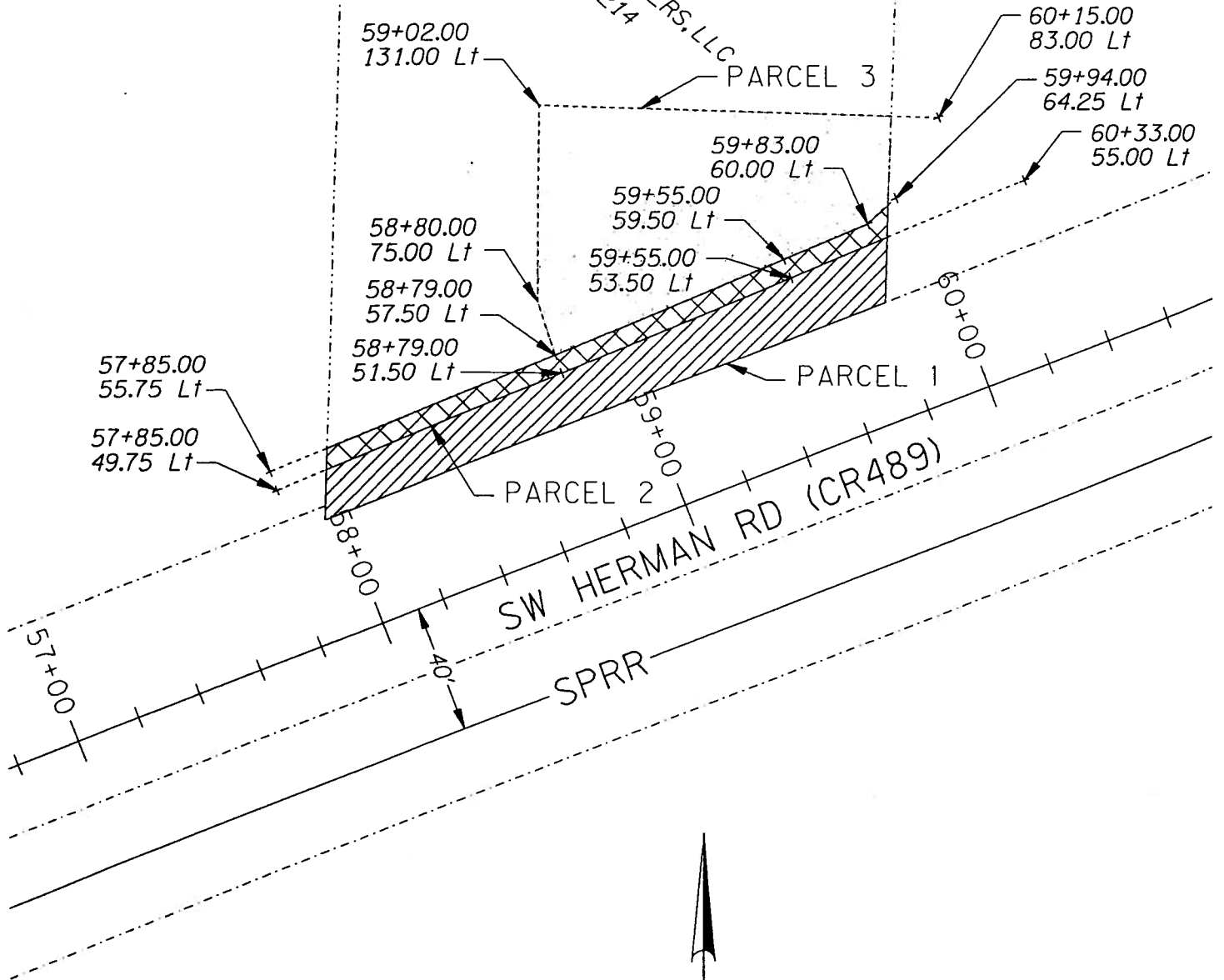




RENEWAL: 6/30/09  
SIGNED: 7-13-2007

# EXHIBIT B

Sent for Recording  
By: \_\_\_\_\_

2S122C02500  
LIGHTSPEED PARTNERS, LLC  
Doc No. 2002-027214



-  PARCEL 1  
RIGHT OF WAY DEDICATION
-  PARCEL 2  
SLOPE AND UTILITY EASEMENT
- PARCEL 3  
TEMPORARY CONSTRUCTION EASEMENT



RIGHT OF WAY DEDICATION  
CITY OF TUALATIN  
HERMAN ROAD  
IMPROVEMENT PROJECT  
JULY, 2007

**CH2MHILL**

**"EXCEPTED ENCUMBRANCES"**

**Sent for Recording**  
**By:** \_\_\_\_\_

9. Ordinance No. 685-86, including the terms and provisions thereof,  
Filed By: City of Tualatin  
Recorded Date: January 27, 1986  
Recording Number: 86003933  
For: connection charge
10. Ordinance No. 684-86, including the terms and provisions thereof,  
Filed By: City of Tualatin  
Recorded Date: January 27, 1986  
Recording Number: 86003934  
For: connection charge
11. Plat Restrictions, including the terms and provisions thereof, as shown on the recorded plat.  
Recorded Date: September 20, 1993  
Recording Number: 93077001  
Partition Plat No: 1993-091  
As Follows: The approval of this Partition does not warrant that sewer or septic approval is or will be available.
12. Plat Restrictions, including the terms and provisions thereof, as shown on the recorded plat.  
Recorded Date: August 25, 1998  
Recording Number: 98093507  
Partition Plat No: 1998-109  
As Follows: This Partition Plat is subject to the Conditions of Approval imposed by the City of Tualatin, Case File No. PAR 98-02





**CITY OF TUALATIN, OREGON**

**SLOPE AND PUBLIC UTILITY EASEMENT**

Sent for Recording  
By: Comm. Pulp-

**FILE COPY**

KNOW ALL MEN BY THESE PRESENTS, that Lightspeed Partners, LLC (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the permanent right to construct, reconstruct, operate and maintain a Slope and Public Utilities, including but not limited to water, sewer, storm drain, power, telephone, cable television, and natural gas lines and facilities on the following described land:

*See attached legal description and map*

This Slope and Public Utility Easement is granted for the purpose of design, construction, operation, reconstruction, maintenance, and repair of a slope and utility in support of and to protect and save from damage the adjacent public right-of-way used for a public roadway, sidewalk, and related improvements and to allow installation of public utilities systems in this area.

TO HAVE AND TO HOLD, the described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, landscape maintenance, and related uses. Uses by the GRANTOR shall not be inconsistent or interfere with the use of the easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY, the CITY shall restore the disturbed surface of the property to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing contained in this easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain landscaping, walkways, parking, or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns.

The true and actual consideration paid for this transfer consists of One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00) or includes other property or other value given or promised, the receipt of which is acknowledge by the GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

EXECUTED this 14 day of FEBRUARY, 2008

Sent for Recording  
By: \_\_\_\_\_

Lightspeed Partners, LLC

\_\_\_\_\_  
Name Jerry Ramey

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

STATE OF OREGON                    )  
  ) ss  
County of Washington            )

On this 14 day of FEBRUARY, 2008, before me, the undersigned, a  
Notary Public, personally appeared Jerry Ramey  
and \_\_\_\_\_ who are known to be the  
PRESIDENT and \_\_\_\_\_ of  
Lightspeed Partners, LLC and acknowledged the foregoing instrument to be their  
voluntary act and deed.

Before me: \_\_\_\_\_

Notary Public for Oregon

My commission expires: 1/30/2012

CITY OF TUALATIN, OREGON

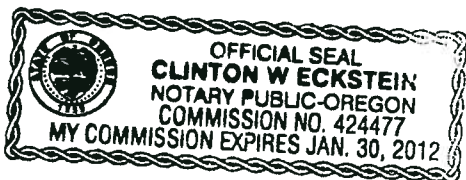
By \_\_\_\_\_

Mayor

ATTEST:

By \_\_\_\_\_

City Recorder



Eas/Slope\_Utility TDC

**EXHIBIT A**

**Herman Road Improvement Project**  
**June 26, 2007**  
**Updated July 12, 2007**

**Tax Map No. 2S122C 2500**  
**LIGHTSPEED PARTNERS,**  
**LLC**

**PARCEL 1 - RIGHT-OF-WAY DEDICATION**

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to LIGHTSPEED PARTNERS, LLC AN OREGON LIMITED LIABILITY COMPANY, recorded on March 7, 2002, in Document No. 2002-027214, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), which centerline is described as follows:

Beginning at station 34+82.00, said point being South 4°53'13" East, 1440.06 feet from the West quarter corner of Section 22, Township 2 South, Range 1 West, said point also being 40.00 feet from the centerline of the Southern Pacific Railroad centerline when measured at right angles, said point also being on the centerline of SW 124<sup>th</sup> Avenue as shown on Survey No. 29,817 filed with Washington County Surveyor's office;

Thence North 68°56'37" East, parallel with and 40.00 feet from said Railroad centerline, 5913.76 feet to station 93+95.76; said point being at the intersection with the centerline of SW Teton Avenue.

The widths in feet of the strip of land above referred to are as follows:

<b><u>SW HERMAN ROAD</u></b> <b><u>STATION</u></b>	<b><u>WIDTH ON NORTHERLY SIDE OF</u></b> <b><u>CENTERLINE</u></b>
From 57+85.00 To 58+79.00	49.75 feet in a straight line to 51.50 feet
From 58+79.00 To 59+55.00	51.50 feet in a straight line to 53.50 feet
From 59+55.00 To 60+33.00	53.50 feet in a straight line to 55.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489).

This area of land contains 2,950 square feet (0.068 acres), more or less.

**EXHIBIT A -Continued**

**PARCEL 2 – PERMANENT SLOPE AND UTILITY EASEMENT**

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to LIGHTSPEED PARTNERS, LLC AN OREGON LIMITED LIABILITY COMPANY, recorded on March 7, 2002, in Document No. 2002-027214, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), said centerline described in PARCEL 1.

The widths in feet of the strip of land above referred to are as follows:

<b><u>SW HERMAN ROAD STATION</u></b>	<b><u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u></b>
From 57+85.00 To 58+79.00	55.75 feet in a straight line to 57.50 feet
From 58+79.00 To 59+55.00	57.50 feet in a straight line to 59.50 feet
From 59+55.00 To 59+83.00	59.50 feet in a straight line to 60.00 feet
From 59+83.00 To 59+94.00	60.00 feet in a straight line to 64.25 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489) and EXCEPT that portion described in PARCEL 1.

This area of land contains 1,125 square feet (0.026 acres), more or less.

## EXHIBIT A -Continued

Sent for Recording  
By: \_\_\_\_\_

### PARCEL 3 – TEMPORARY CONSTRUCTION EASEMENT

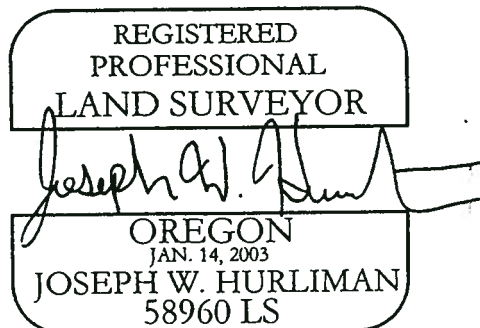
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The widths in feet of the strip of land above referred to are as follows:

<u>SW HERMAN ROAD STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
From 58+79.00 To 58+80.00	57.50 feet in a straight line to 75.00 feet
From 58+80.00 To 59+02.00	75.00 feet in a straight line to 131.00 feet
From 59+02.00 To 60+15.00	131.00 feet in a straight line to 83.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489), EXCEPT that portion described in PARCEL 1, and EXCEPT that portion described in PARCEL 2.

This area of land contains 5,857 square feet (0.134 acres), more or less.

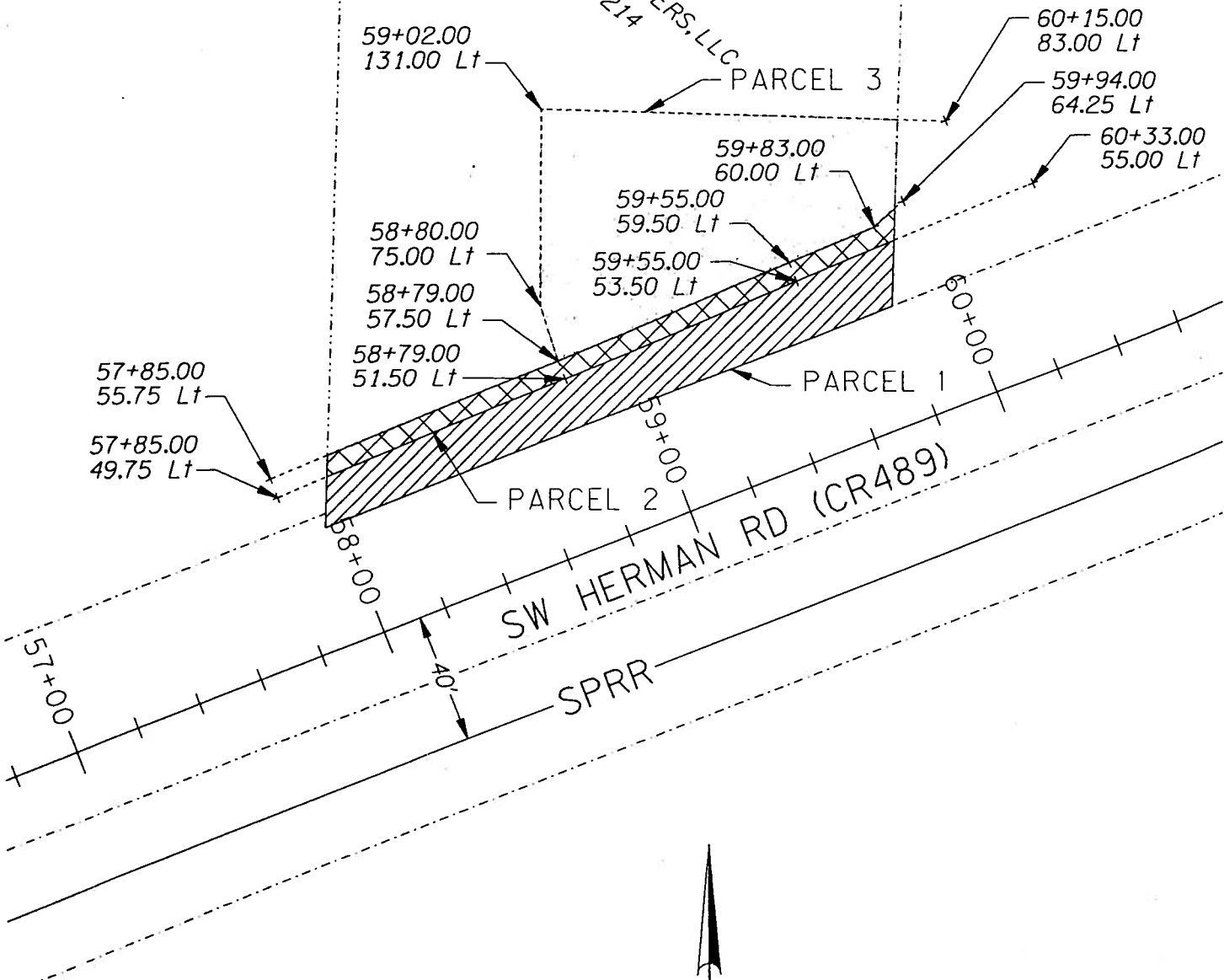





RENEWAL: 6/30/09  
SIGNED: 7-13-2007

# EXHIBIT B

Sent for Recording  
By: \_\_\_\_\_

2S122002500  
LIGHTSPEED PARTNERS, LLC  
Doc No. 2002-027214



-  PARCEL 1
-  PARCEL 2
-  PARCEL 3
- RIGHT OF WAY DEDICATION
- SLOPE AND UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



RIGHT OF WAY DEDICATION  
CITY OF TUALATIN  
HERMAN ROAD  
IMPROVEMENT PROJECT  
JULY, 2007



NOT PASSED AT THIS TIME BY CITY COUNCIL

# STAFF REPORT

## CITY OF TUALATIN

~~Approved By Tualatin City Council~~

Date 3-24-08

Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Doug Rux, Community Development Director *DR*

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION APPROVING THE CORE AREA PARKING DISTRICT POLICIES ADDING A NEW POLICY #15 AND RESCINDING RESOLUTION NO. 4641-07

---

### ISSUE BEFORE THE COUNCIL:

Whether the City Council should adopt a resolution incorporating a new Policy #15 to have a temporary parking provision to utilize core area parking spaces within the Core Area Parking District during new building construction.

### RECOMMENDATION:

The Core Area Parking District Board met on February 20, 2008 and voted 4-0 recommending the City Council adopt a resolution approving Policy 15.

Staff recommends the City Council adopt the attached resolution:

### EXECUTIVE SUMMARY:

- The Core Area Parking District (CAPD) has a set of policies initially developed in 2003 that help guide the daily operations of the District. The Policies were last modified in March 2007 adding a new Policy #14 pertaining to the temporary Tualatin Public Library parking in the CAPD.
- The land area within the CAPD is increasingly being developed. Because of this situation, land to park construction workers is difficult to locate along with parking the patrons of varying businesses.
- The latest issue is redevelopment of the former Robinson Store and Mashita buildings. In the future, a similar issue will likely occur with the land between the Green and Blue Lots and the retirement housing project on the former Baranzano property on SW Boones Ferry Road.



## STAFF REPORT: CAPD Policies

March 24, 2008

Page 2 of 3

- The District is increasingly seeing pressure to accommodate contractors in the public parking lots. An example is the Robinson Store situation where the need to accommodate, on a temporary basis, contractor and business parking until the development's on-site parking lot is completed.
- Staff has developed a program that would allow use of the CAPD lots with issuance of a Revocable Permit by the City Council and the payment of compensation for use of CAPD lots.
- A project would have to receive Architectural Review approval and issuance of a building permit to be eligible to temporarily use CAPD lots.
- The proposal requires that a Revocable Permit be issued by the City Council setting out the terms of the use of CAPD lots that would cover items such as the length of time spaces can be used, requirement of compensation for use of parking spaces, carrying liability insurance to protect the City and Commission and repairing any damage during the CAPD lot use.
- Compensation would be in the form of paying the Core Area Parking District tax the same as if a business were operating in the District. As an example, the Robinson Building would have to obtain AR approval and be issued building permits. The AR would require 13 parking spaces (10 on-site and 3 through an impact fee). The Robinson II building would be providing the location for these spaces but would have to obtain AR approval and be issued building permits as well. Until the spaces are constructed, the proposal would be to use the Red Lot to meet the parking demand. To calculate the compensation, you would take the square footage of the use in the Robinson Building (2,000 square feet of office and 2,000 square feet of restaurant) using the CAPD tax calculation to get to a compensation cost of \$172 per month. Additionally the Robinson II building would be paying and estimated \$1,452 a month based on an assumed 33,000 square foot building with both retail and office space.
- The City Council last approved modifying the Policies on March 12, 2007.
- TMC 11-3 contains the regulatory structure for the CAPD.
- TMC 11-3-040 contains the Board Organization and Duties, which includes (4) other policy matters pertaining to the District.
- There are no criteria applied to make a decision on the Policies of the CAPD.

### OUTCOMES OF DECISION:

Approval of the request would:

1. Create a program allowing use of public parking spaces for new buildings under construction in the future.
2. Provide additional revenue to operate the CAPD.

Denial of the request would:

1. Leave in place an on-going management problem for use of public parking spaces during new building construction requiring staff to negotiate a resolution on a case-by-cases basis.
2. New development would be utilizing public parking spaces on a short-term basis without any financial compensation.

**ALTERNATIVES TO RECOMMENDATION**

An alternative to the methodology proposed by staff is to require a fee-per-parking space. The amount would have to be determined. Staff discussed with the CAPD a concept of 25-per-space as an alternative. The CAPD Board concluded the methodology proposed by staff was acceptable verses a per-stall cost.

**FINANCIAL IMPLICATIONS:**

Additional revenue has been not calculated in the FY 07/08 Budget based on the proposed policy.

**PUBLIC INVOLVEMENT:**

The CAPD Board is the opportunity for public involvement in the CAPD.

**Attachments:**      A. Resolution with Exhibit

-----  
RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE CORE AREA PARKING DISTRICT  
POLICIES; ADDING NEW POLICY #15 AND RESCINDING  
RESOLUTION NO. 4641-07**

WHEREAS Tualatin Municipal Code (TMC) 11-3-040 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 (CAPD); and

WHEREAS the CAPD Board did not have a set of policies to follow regarding business in the District; and

WHEREAS the policies will help guide staff and the CAPD Board on decisions regarding the business of the District; and

WHEREAS the City Council adopted Resolution No. 4069-03 on January 27, 2003 establishing policies for the CAPD; and

WHEREAS the City Council adopted Resolution 4506-06 and 4641-07 amending or updating those policies on April 10, 2006 and March 12, 2007 respectively; and

WHEREAS the CAPD Board met on February 20, 2008, and recommended amending the policies to include a new Policy #15 on temporary parking during construction of new buildings located in the Core Area Parking District.

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

Section 1. Resolution No. 4641-07 is rescinded.

Section 2. The policies of the Core Area Parking District (Exhibit 1) shall help guide decisions on issues related to business of the District.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder

Approved as to legal form:

Brenda L. Brader  
City Attorney

## **POLICIES OF THE CORE AREA PARKING DISTRICT**

- Policy 1. The Board shall manage the public parking lots for the benefit of the customer-oriented businesses in the District.**

*This policy supports the concept of providing parking for customers of the businesses within the district. The short-term parking spaces are generally located within close proximity to entrances of businesses in the area to provide close and convenient parking for the higher customer turnover businesses.*

- Policy 2. The Board shall use enforcement actions to keep employees out of the short-term parking spaces.**

*This policy supports the concept of providing parking for customers of the businesses within the district. The short-term parking spaces are generally located within close proximity to entrances of businesses in the area to provide close and convenient parking for the higher customer turnover businesses.*

- Policy 3. To achieve the best utilization of parking within the district and individual parking lots.**

*The public parking within the core area will be utilized more as the area develops due to the reduction in on-site parking required for development in the core area. More demand for the public parking will occur, which drives the need for efficient use of the public parking.*

- Policy 4. Review parking time allocations on a yearly basis for all public lots.**

*This policy would allow staff to anticipate workload and be able to conduct analysis on a regular basis. Specific requests could still be reviewed and processed as they arise. This policy will allow the Board to make recommendations on efficient use of the parking on a yearly basis.*

- Policy 5. Review requests for the impact fee for reduction of private parking on a case-by-case basis.**

*The impact fee for a reduction in private parking spaces will become more scrutinized due to the current limited amount of public parking available to be built in the Core Area. Therefore, each request should be reviewed on a case-by-case basis to determine if public parking can be built to cover the requested reduction.*

**Policy 6. Sub-compact stalls should be discouraged in the public parking lots.**

*Sub-compact stalls have been discussed by the Board in the past and have been generally discouraged.*

**Policy 7. Review the tax assessment rate on a yearly basis to ensure operation and maintenance costs are covered.**

*The tax rate was updated in 2002 to adequately cover operation and maintenance costs within the Core Area. A yearly review of the tax assessment is appropriate to keep the Core Area revenues in line with costs.*

**Policy 8. No public parking space shall be dedicated to a specific individual or business.**

*This has been a consistent practice staff and the Board has followed since the beginning of the Core Area. The parking lots are built and managed for public use.*

**Policy 9. Private development shall utilize on-site spaces prior to utilizing public spaces.**

*Private parking provided on-site is required by the Tualatin Development Code. This parking is provided for the employees and visitors of the business located within the development.*

**Policy 10. Provide education materials about the district to new businesses that locate in the Core Area Parking District.**

*Staff can provide education materials to new businesses in the district. The materials can be sent out when either a business license is issued or when new tax statements are sent out.*

**Policy 11. Parking re-allocation requests are limited to 2 private party requests per year for each lot.**

*This policy will help limit unnecessary re-allocations or multiple offsetting re-allocations on the same lot within the district.*

**Policy 12. Enforcement shall be extended to limit those that conduct "space hopping".**

*Space Hopping is seen as loophole in the enforcement of parking time allocations in the Core Area. Enforcement activities can be altered to address the issue.*

**Policy 13. Parking enforcement during weather-related events.**

*Some of the public parking lots in the Core Area (Green and Blue Lots) are prone to flooding during severe storms and/or periods of continuous rain. When these weather events occur, patrolling by the Parking Enforcement Officer will not be done on any parking lot affected by flooding. Employees and visitors to the downtown area will not be issued warnings or citations on any lot which has excessive standing water which, in turn, eliminates the availability of all parking stalls.*

**Policy 14. Temporary City Library Parking in the Core Area Parking District (CAPD) During Library Expansion Project.**

*On a temporary basis, the Library can utilize parking facilities within the Core Area. Library patrons will be permitted to utilize both on-street parking, as well as any 1 to 3 hour parking spaces within the Yellow Lot. Employees will not use the Yellow Lot but are permitted to park in the Red Lot. The Library will be required to pay the Core Area Parking District tax the same as businesses in the CAPD. This Policy shall be in effect until the Library moves to its permanent location.*

**Policy 15. Temporary Parking During Construction of New Buildings Located in the Core Area Parking District.**

*On a temporary basis, businesses or property owners in the Core Area may be permitted to utilize parking spaces within the Core Area Parking District for parking of vehicle (excludes construction material staging or storage) if they have received Architectural Review approval and been issued building permits for a new building(s) while the building(s) is being constructed in the Core Area. The mechanism for utilizing parking will be done through a Revocable Permit approved by the City Council and payment of the Core Area Parking District tax in TMC 11-3-080 with no credit available in TMC 11-3-080(2) based on the Architectural Review approved building(s) gross leasable area and intended use as defined in TMC 11-3-120.*





March 24, 2008

City of Tualatin  
18880 SW Martinazzi Ave  
Tualatin, OR 97062-7092

RE: Policies of the Core Area Parking District

Dear Honorable Mayor, Members of the City Council, and Mr. Rux,

I have studied the proposal to the City Council to adopt Policy 15 to the Policies of the Core Area Parking District (CAPD). As you know, Policy 15 would allow temporary parking in the CAPD to be utilized by businesses or property owners for construction vehicles during construction periods. I have looked at the numbers and calculations proposed as examples in the Staff Report dated March 24, 2008. I have found the adoption of Policy 15 to be economically impossible and a deterrent for construction and development in the CAPD.

In the past while remodeling Tualatin Lakeside Plaza and Seneca Plaza, the City of Tualatin has designated specific areas for construction parking. I have a large amount of experience with the City of Tualatin and the time frame needed to complete a project through this City. Due to the uncertainty with the Building Department, both Tualatin Lakeside Plaza and Seneca Plaza were completed several months past the anticipated completion date. If Policy 15 is adopted the cost to park 12 employees during the construction of the Robinson II Building would be over \$20,000.00. While remodeling our building on 4<sup>th</sup> and Washington in downtown Portland, we paid \$2,400.00 for the entire year. Policy 15 is unfair, unprofessional, and discourages further development in the CAPD.

If Policy 15 is adopted, I will be unable to pay such a hefty fee and still make this development economically feasible. The costs of construction far out weigh the rental rates the market will allow. This being said an additional \$20,000.00 cost is enough to make or break the project. The adoption of Policy 15 will have devastating consequence for the future and continued development in the CAPD. If Policy 15 is adopted, I will be forced to stage my construction materials and parking in the current Clark Lumber yard and having the construction workers walk to the Robinson II construction site. I will agree to pay the \$172.00 per month for the replacement of parking for the occupied Robinson Store.

I ask that this letter be taken into consideration during the City Council meeting tonight. The adoption of Policy 15 will deter development in downtown Tualatin which is an area in need to improvement.

Sincerely,



David Emami




Approved By Tualatin City Council


Date 3-24-08

Recording Secretary M. Smith

## STAFF REPORT CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager 

**FROM:** Doug Rux, Community Development Director 

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION UPDATING CORE AREA PARKING DISTRICT  
MAPS IN TMC CHAPTER 8-3 SCHEDULE C, TIME ZONES;  
RESCINDING RESOLUTION NO. 4642-07

---

### ISSUE BEFORE THE COUNCIL:

Whether the City Council should adopt a resolution amending Tualatin Municipal Code (TMC), Chapter 8-3 Schedule C, Time Zones for Core Area Parking lots by updating maps to reflect the layout of parking spaces.

### RECOMMENDATION:

Updating the maps is a housekeeping item. The Core Area Parking District Board was not required to provide a recommendation but was briefed on the proposal.

Staff recommends that City Council adopt the attached resolution.

### EXECUTIVE SUMMARY:

- This action is not a public hearing.
- This request is to amend the TMC, Chapter 8-3 Schedule C, Time Zones to include updated maps for public parking lots within the Core Area Parking District as a result of parking stall reconfiguration.
- The Green Lot has been expanded to include an additional 29 spaces totaling 69 long-term parking spaces, and a map has been created to reflect the change (Attachment B). No parking time limit allocations are proposed with the updated map. In May 2008 the Core Area Parking District Board will be reviewing the Green Lot to formulate a recommendation on modifications to parking time limits to the City Council based on completion of the Library/City Offices construction project and completion of the Tualatin Mews II reconstruction project.
- Two handicap spaces were relocated in the Blue Lot, and a revised map has been created to reflect that change (Attachment C).

- In order for the parking lots to be regulated in the Core Area Parking District the updated maps must be included in the parking Time Zones of Schedule C of the TMC. As an efficiency measure in establishing time zones and the corresponding maps, all lots are included as a comprehensive package. No time zones or map adjustments are proposed in this package for the White, Yellow or Red public parking lots.
- Resolution 4642-07 was adopted in March 2007 regarding the parking in the Core Area Parking District by the City Council.
- There are no criteria to apply to this request.

### **OUTCOMES OF DECISION**

Approval to amend TMC, Chapter 8-3 Schedule C for parking Time Zones to account for the reconfiguration of the Green and Blue Lots will result in the following:

1. The 29 additional parking spaces in the Green Lot will be accounted for in the updated map in Chapter 8, Schedule C regarding parking Time Zones as long-term spaces. All parking in the Green Lot is currently long-term.
2. The relocation of the handicap spaces in the Blue Lot will be accounted for in the updated map in Chapter 8-3, Schedule C of the TMC.

Denial to amend the TMC, Chapter 8-3 Schedule C for parking Time Zones to account for the reconfiguration of the Green and Blue Lots will result in the following:

1. The 29 additional parking spaces in the Green Lot will not be included in Chapter 8-3, Schedule C of the TMC and will have no identified parking time allocation.
2. The relocation of the handicap spaces in the Blue Lot will not be accounted for in Chapter 8-3, Schedule C of the TMC.

### **FINANCIAL IMPLICATIONS:**

Funds have been budgeted in the Economic Development Division to make modifications to the Core Area Parking District maps.

### **PUBLIC INVOLVEMENT:**

The CAPD Board was briefed on these proposals as well as the Urban Renewal Advisory Committee

**Attachments:**      A. Resolution with Exhibits

RESOLUTION NO. 4765-08

RESOLUTION UPDATING CORE AREA PARKING DISTRICT MAPS IN TMC CHAPTER 8-3 SCHEDULE C, TIME ZONES; RESCINDING RESOLUTION NO. 4642-07

WHEREAS Resolution 4642-07 was adopted on March 12, 2007 regarding the parking time zones in the public parking lots within the Core Area Parking District along with associated maps; and

WHEREAS the map associated with the Green Lot has been reconfigured resulting from the addition of 29 parking spaces; and

WHEREAS the map associated with the Blue Lot has been reconfigured resulting from the relocation of two handicap parking spaces; and

WHEREAS this resolution is to organize and update the relevant maps and parking time allocations for the additional parking spaces in the Green and Blue Lots.

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

Section 1. Schedule C, Time Zones, TMC 8-3 is amended as shown on Exhibit 1.

Section 2. Parking in public lots within the Core Area Parking District are regulated by prohibiting parking for longer than the time periods specified on the attached parking lot diagrams. (See Exhibits A, B, C, D, E, F).

Section 3. The following resolution is rescinded: Resolution No. 4642-07 adopted March 12, 2007.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

BY

  
Mayor

ATTEST:

BY

  
City Recorder

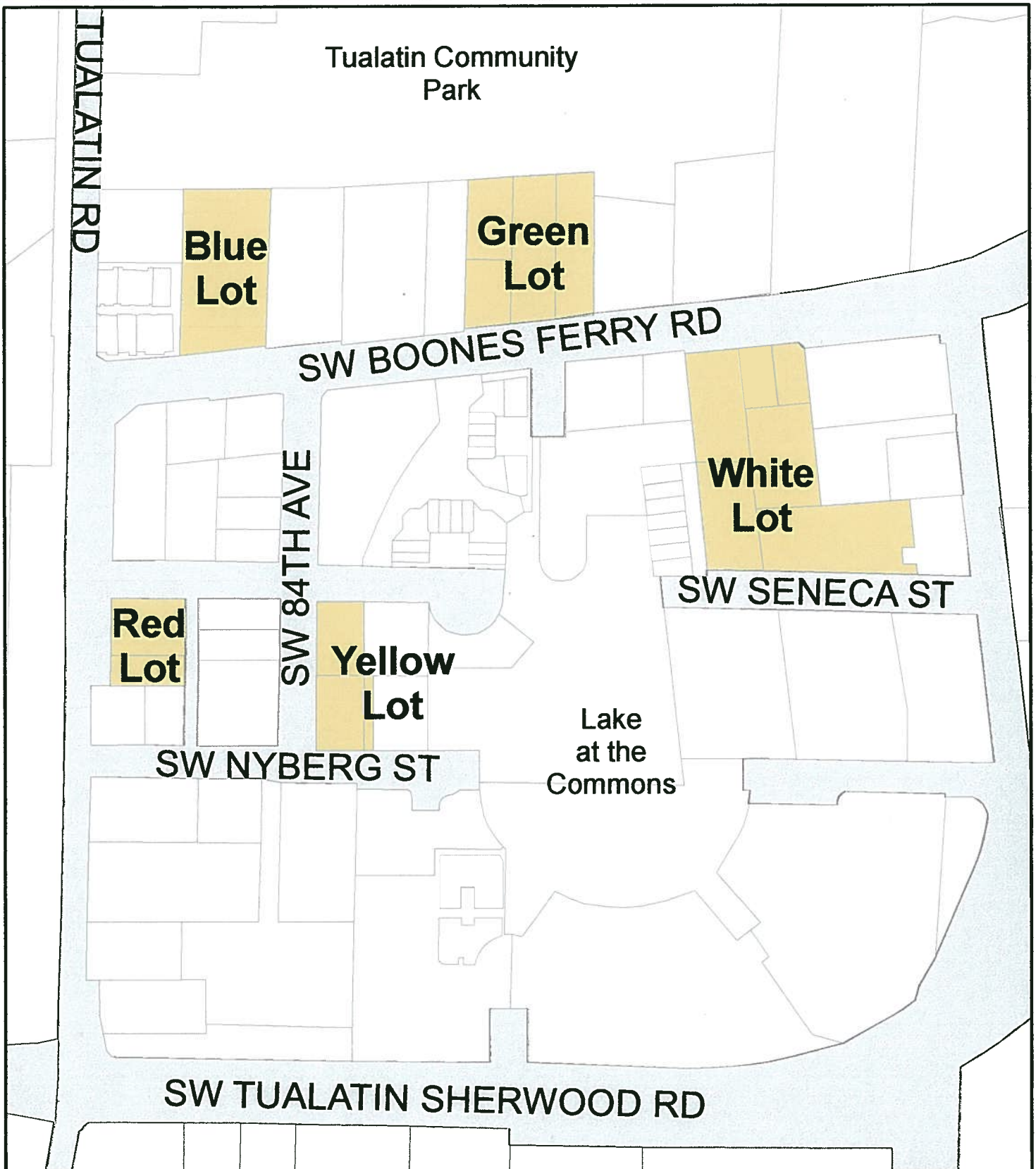
Approved as to legal form:

  
City Attorney

**Schedule C, Time Zones**

<u>Resolution</u>	<u>Date</u>	<u>Location</u>	<u>Designation</u>
1153-82	8/9/82	West side of S.W. Martinazzi Avenue from a point five feet north of the north right-of-way line of S.W. Seneca Street, northward a distance of 119 feet	Loading Zone 15 minute parking
Ordinance No. 734-87	10/12/87	Front Lot of City Center and Library, Parking Areas adjacent to the Council Building	2-hour parking Monday - Friday 8:00 AM to 5:00 PM Except Holidays
<del>4642-07</del> _____	<del>03/12/07</del> _____	Parking Lots Blue, Green, Red, White, Yellow [Amended, Ord. 1113-02, 06/10/2002]	See Exhibits A-F.
1374-84	2/27/84	Rescinded by Resolution 3912-01	
1472-84	9/10/84	Rescinded by Resolution 3912-01	
2715-92	5/11/92	Rescinded by Resolution 3912-01	
1472-84	9/10/84	Rescinded by Resolution 3912-01	
2901-93	10/25/93	Rescinded by Resolution 3912-01	
3114-95	08/14/95	Rescinded by Resolution 3912-01	
3645-99	09/13/99	Rescinded by Resolution 3912-01	
3692-00	03/13/00	Rescinded by Resolution 3912-01	
3784-00	10/09/00	Rescinded by Resolution 3912-01	
3912-01	10/22/01	Rescinded by Resolution 3954-02	
3954-02	03/11/02	Rescinded by Resolution 3991-02	
3991-02	6/24/02	Rescinded by Resolution 4008-02	
4008-02	7/22/02	Rescinded by Resolution 4070-03	
4070-03	1/27/03	Rescinded by Resolution 4185-03	
4185-03	12/18/03	Rescinded by Resolution 4642-07	





 Public Parking Lots



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 3/12/2008

**TUALATIN** **Blue Lot**  
Geographic Information System

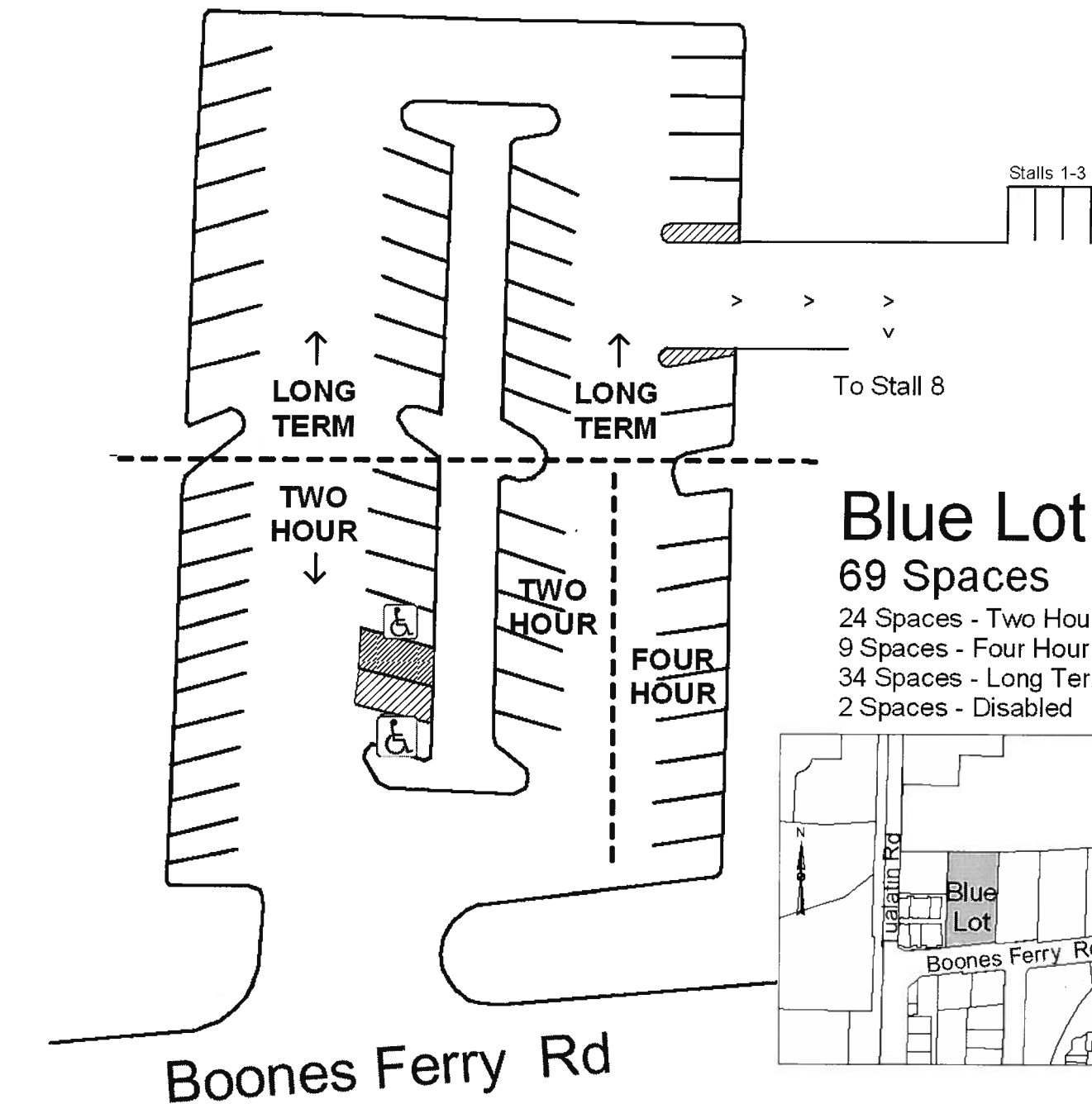


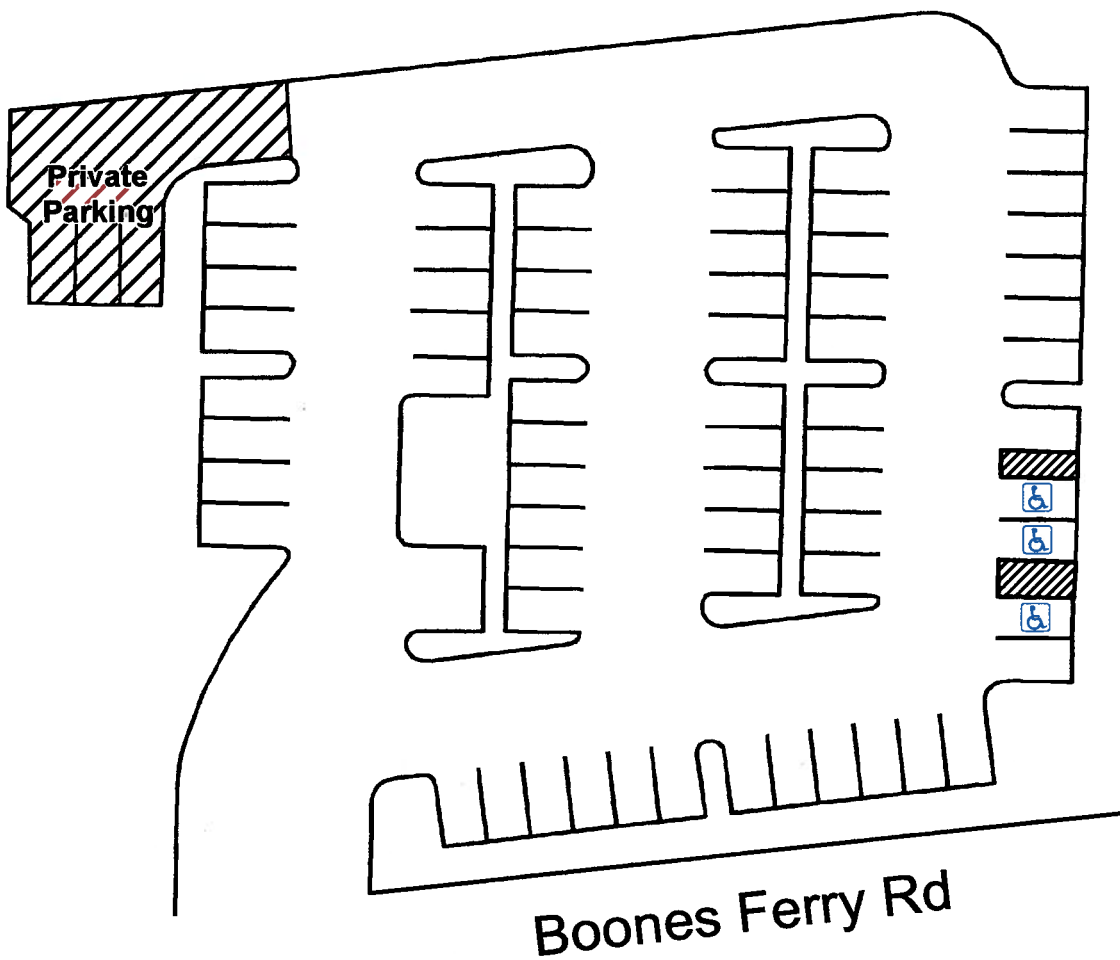
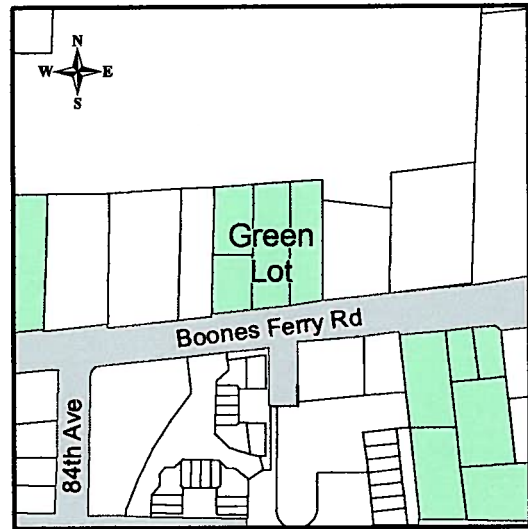
Exhibit B

## Green Lot

### 69 Spaces

66 Spaces - Long Term

3 Space - Disabled



# Red Lot

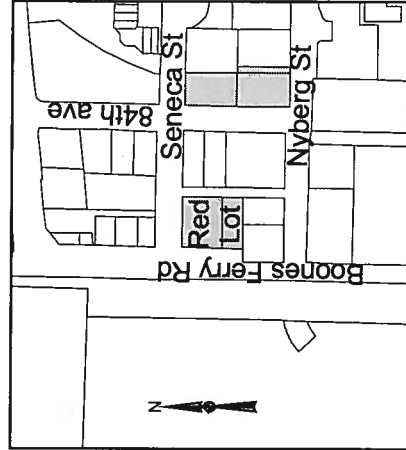
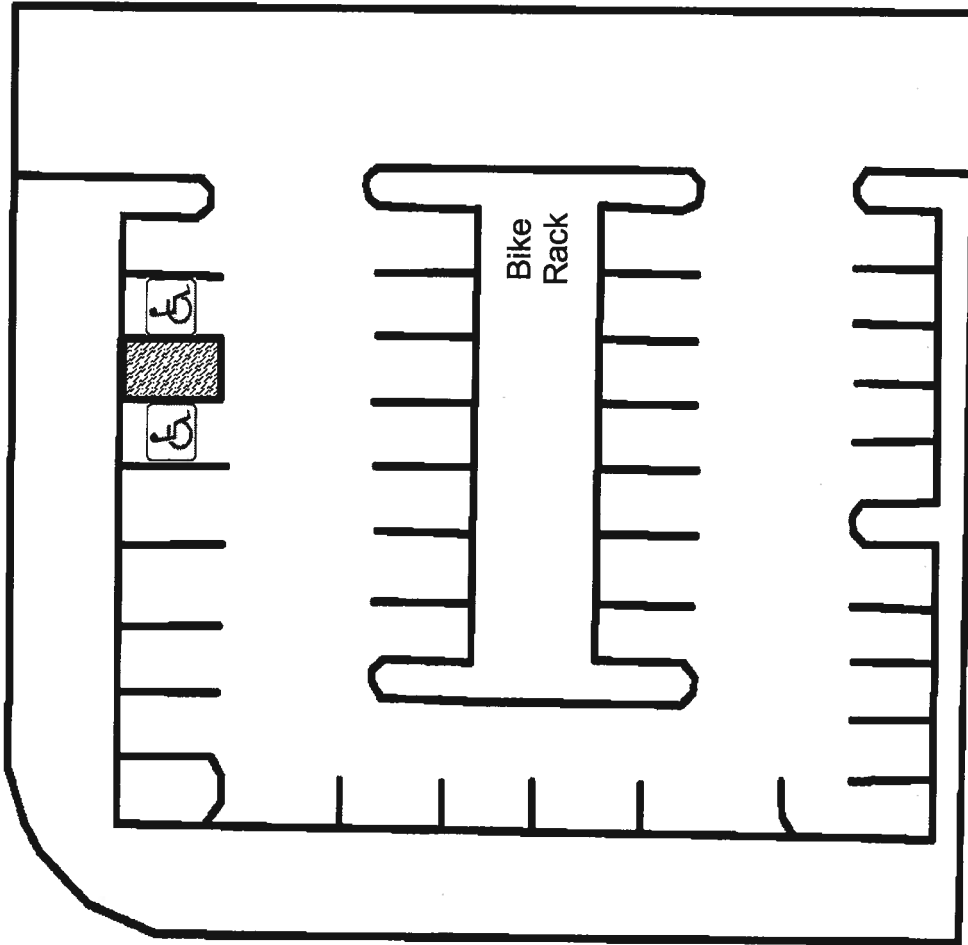
## Red Lot

### 36 Spaces

- 29 Spaces - Long Term
- 2 Spaces - Disabled
- 5 Spaces - Compact

Seneca St

Boones Ferry Rd

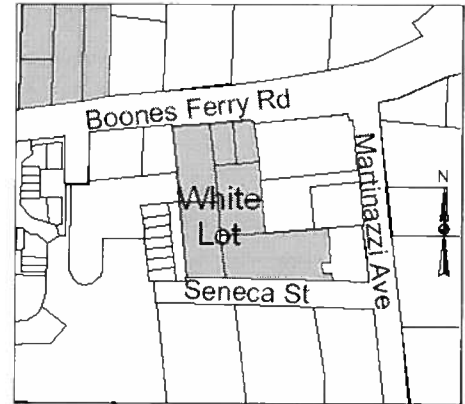
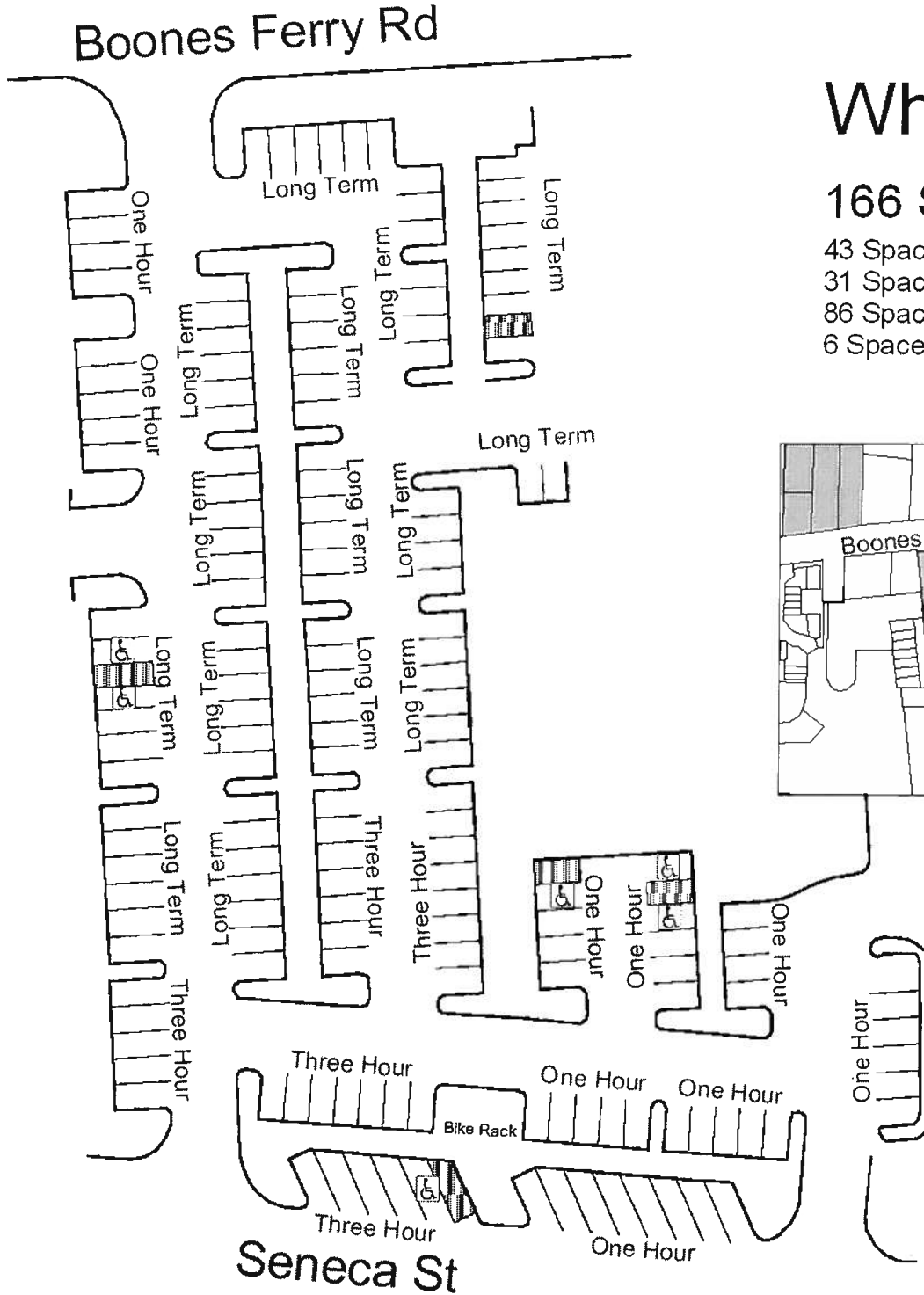


# White Lot

## White Lot

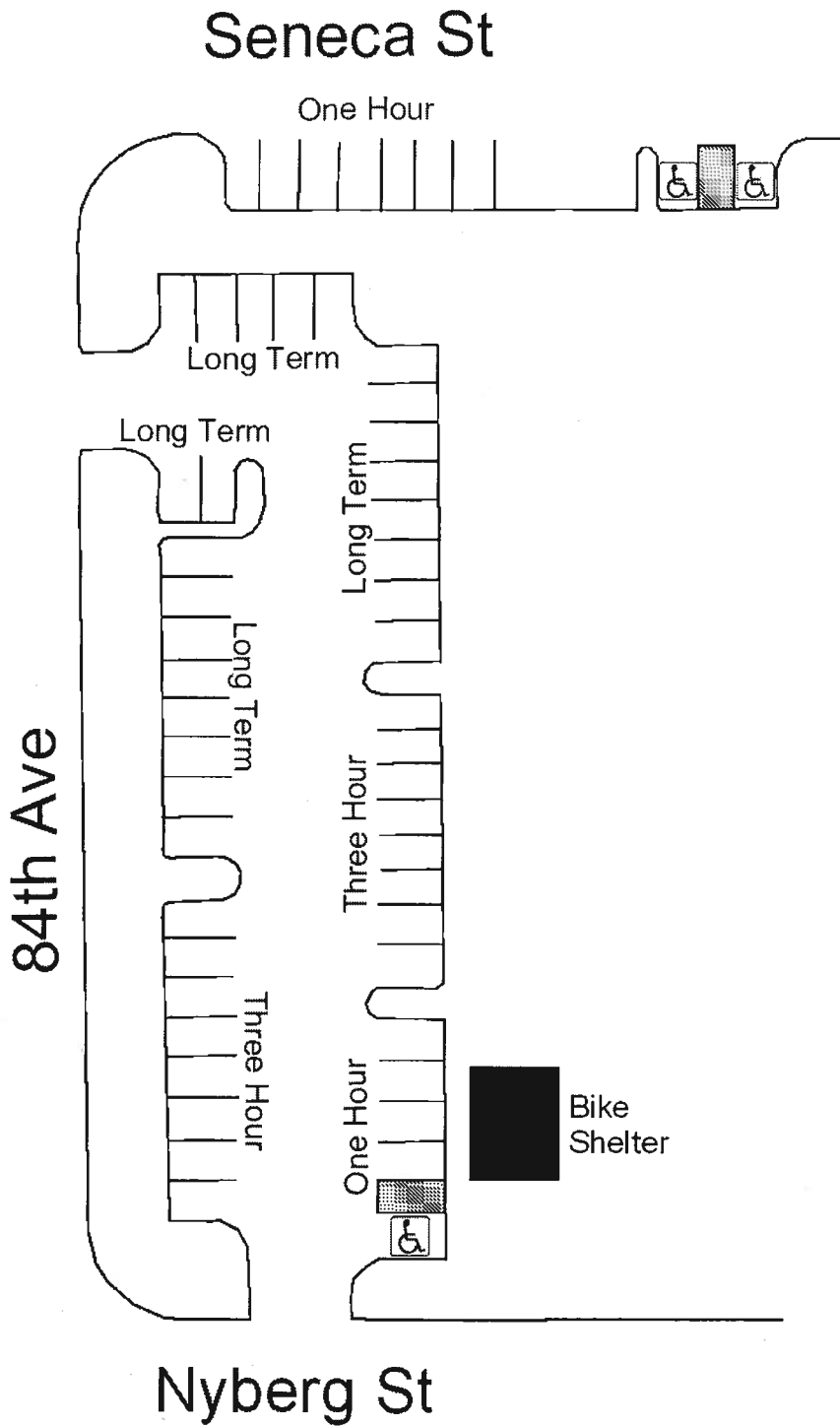
166 Spaces

43 Spaces - One Hour  
31 Spaces - Three Hour  
86 Spaces - Long Term  
6 Spaces - Disabled



## Yellow Lot

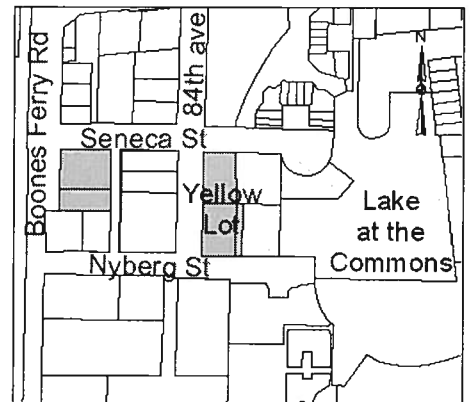
This map is a simplified representation of the actual geographic features. It is not intended to be used for legal purposes. The City of Tualatin is not responsible for any errors or omissions. The City of Tualatin is not responsible for any damages or injuries resulting from the use of this map. The City of Tualatin is not responsible for any damages or injuries resulting from the use of this map.



## Yellow Lot

### 44 Spaces

- 4 Spaces - One Hour
- 16 Spaces - Three hour
- 23 Spaces - Long Term
- 1 Space - Disabled

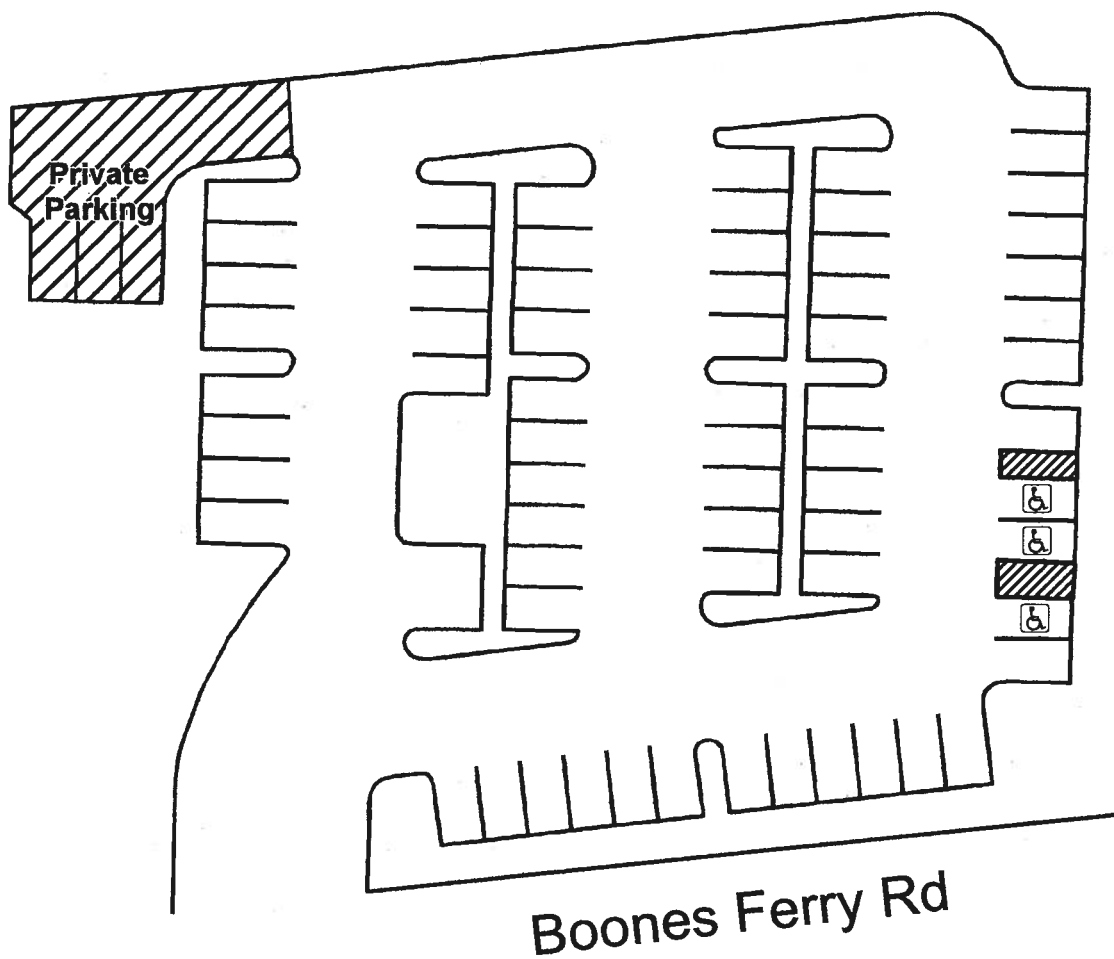
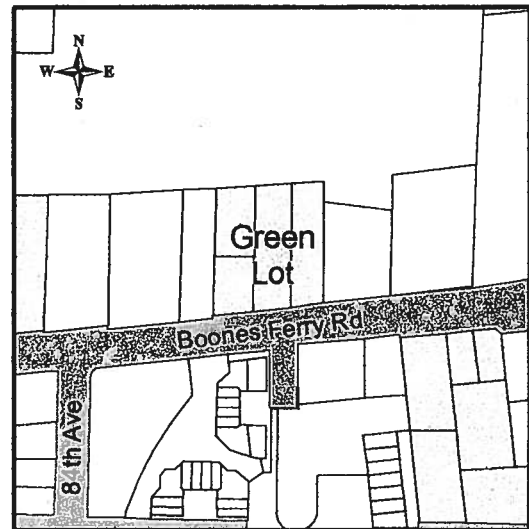


# Green Lot

## 69 Spaces

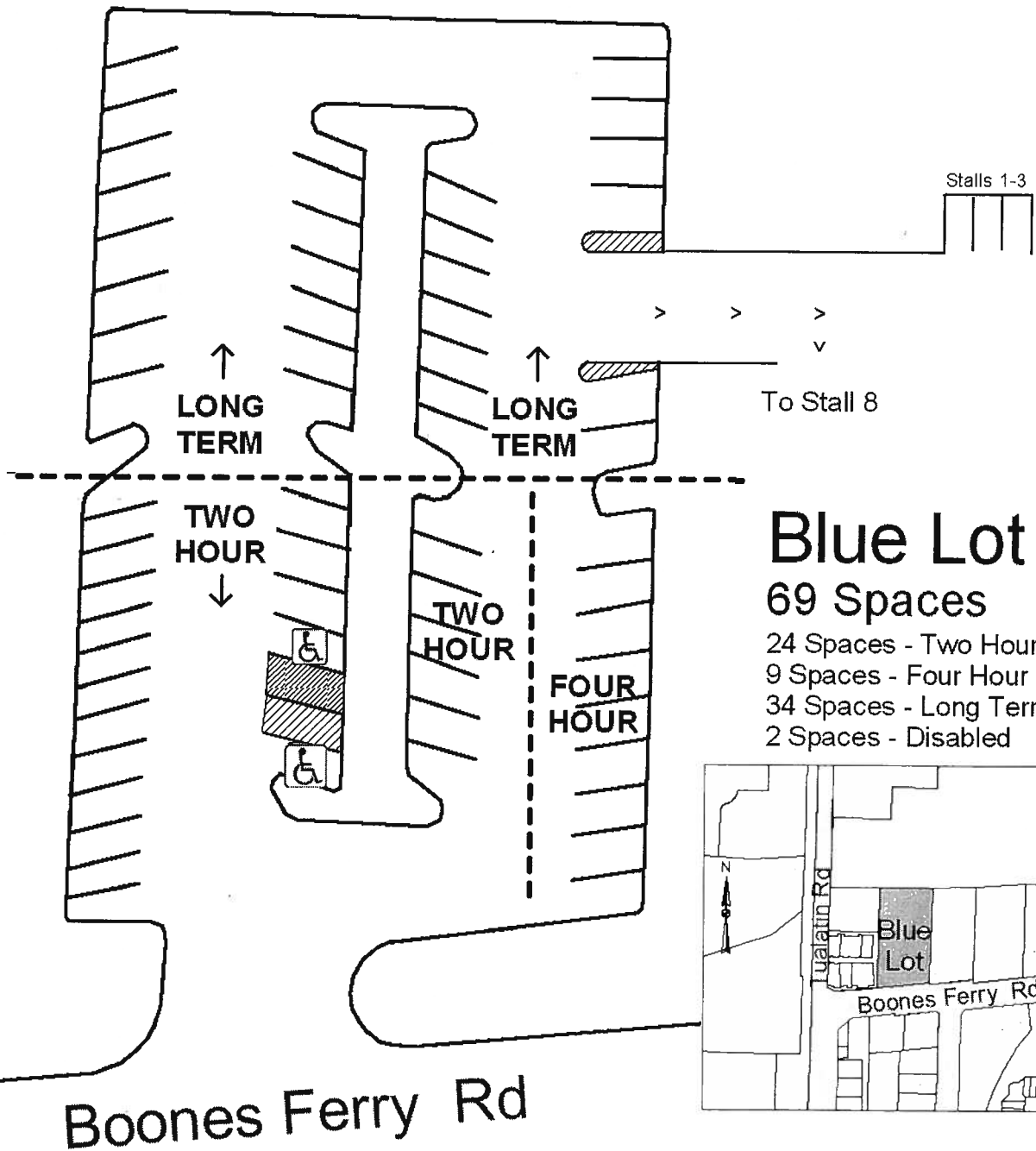
66 Spaces - Long Term

3 Space - Disabled



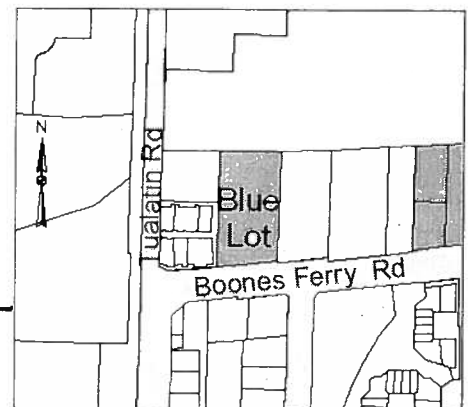


# Blue Lot



## Blue Lot 69 Spaces

- 24 Spaces - Two Hour
- 9 Spaces - Four Hour
- 34 Spaces - Long Term
- 2 Spaces - Disabled





Approved By Tualatin City Council

Date 3-24-08

Recording Secretary M. Smith

# STAFF REPORT

## CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Michael McKillip, Engineering & Building *MMK*  
Kaaren Hofmann, Civil Engineer *Kaaren*

**DATE:** March 24, 2008

**SUBJECT:** A RESOLUTION ADOPTING THE MARCH 2008 UPDATE  
TO THE PUBLIC WORKS CONSTRUCTION CODE

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### ISSUE BEFORE THE COUNCIL:

Shall the City Council adopt the March 2008 Update of the Public Works Construction Code?

### RECOMMENDATION:

In accordance with Section 2 of Ordinance 444-78, adopt the attached resolution updating the Public Works Construction Code.

### EXECUTIVE SUMMARY:

- The City of Tualatin's Public Works Construction Code (PWCC) is adopted by the City Council.
- This document addresses the design requirements and standards, materials that are acceptable for use on City of Tualatin projects and workmanship standards on public improvements (specifically potable water, sanitary sewer, storm drain, transportation facilities, and franchise utilities).
- The PWCC provides a 'one source' point to address the issues, questions, and concerns that typically accompany such work.
- The City's current Code was adopted on October 8, 2001 and revisions were adopted February 14, 2002; October 14, 2002, March 10, 2003, March 22, 2004 and October 25, 2005.
- The Engineering Division has completed revisions to this Code. These revisions are completed as needed to keep the PWCC current with industry standards, regulatory requirements and to address issues that arise out of projects.

**OUTCOMES OF DECISION:**

If the Council adopts the resolution, the update to the Public Works Construction Code will be implemented on all future projects.

If Council does not adopt the resolution, then the October 2005 Public Works Construction Code will stand. This could cause problems by not having the City standards equal to Clean Water Services's standards.

**FINANCIAL IMPLICATIONS:**

N/A

**DISCUSSION:**

The Engineering Division has completed revisions to this Code. These revisions are completed as needed to keep the PWCC current with industry standards, regulatory requirements and to address issues that arise out of projects.

In general, the changes consist of:

- ✓ Changing the existing references to the Clean Water Services Design and Construction Standards, March 2004 to June 2007.
- ✓ Added definitions related to the new Water Quality Permit (Exh. A).
- ✓ Adding the requirement that for all development projects a Water Quality Permit will need to be obtained. The Engineering Division will issue this permit and inspect the facilities. There is an existing gap with the construction of the required water quality facilities. This will facilitate that the facilities will be constructed in compliance with CWS's Design & Construction Standards. (Exh. B).
- ✓ Clarifying the maintenance requirements and responsibilities of water quality facilities (Exh. C).
- ✓ Added a requirement to add root barrier to the construction of public streets to help prevent surface damage from tree roots (Exh. D).
- ✓ Changing our pipe cover requirements to match Clean Water Services standards. Changed our outfall/riprap specifications to match Clean Water Services standards (Exh. E).
- ✓ Add language to require additional engineering on berms in water quality facilities to guarantee that they are safe and will not cause leakage issues (Exh. F).

- ✓ Add language to add CWS's Design & Construction standards Chapter 8 to the Sewer Pipe and Storm Pipe chapters. Their standards are more detailed than the City's on manholes, grout, etc. (Exh. G).
- ✓ Changing the requirements for TV inspections to be provided in a DVD format rather than VHS. (Exh. H).
- ✓ Added Chapter 323 for Water Quality Facilities. This chapter addresses construction requirements for water quality facilities for the new required permit. (Exh. I).

Revising nineteen standard drawings to clarify requirements, dimensions, remove specific approved models that have been maintenance problems and be consistent with other drawings and the text of the Code. They include: 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 613, 614, 615, 630, 631, 632, 633, 634, and 635. Drawings 611, 612, 616 & 617 have been added (Exh. J).

**Attachments:**      A. Exhibits A-J  
                             B. Resolution

RESOLUTION NO. 4766-08

A RESOLUTION ADOPTING THE MARCH 2008 UPDATE OF THE  
PUBLIC WORKS CONSTRUCTION CODE

WHEREAS the Public Works Construction Code was adopted on October 8, 2001 and revised on February 11, 2002; October 14, 2002, March 10, 2003, March 22, 2004, and October 25, 2005; and

WHEREAS the Engineering Division has completed an update to 19 standard drawings and added four standard drawing to address issues found during implementation of existing drawings and made a variety of changes to the text of the Code as per the March 24, 2008 Staff Report; and

WHEREAS pursuant to Section 2 of Ordinance 444-78 the City Engineer has the duty to maintain and update the Code; and

WHEREAS the City Council must first approve the proposed changes.

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

Section 1. The March 2008 Update of the Public Works Construction Code shall be adopted for use within the City of Tualatin.

Section 2. The March 2008 Update shall be effective immediately.

INTRODUCED AND ADOPTED THIS 24<sup>th</sup> day of March 2008.

CITY OF TUALATIN, OREGON

BY


\_\_\_\_\_  
Mayor

ATTEST:

Approved as to form:

BY

\_\_\_\_\_  
City Recorder

  
City Attorney

**Provide** - When related to an item of work, provide shall be understood to mean furnish and install the work complete in place, so that the work is functional.

**Public Works Construction** - Any construction or improvement carried on in the public right-of-way or easements, natural drainage ways, creeks, streams, rivers, or tracts to be dedicated to the City. Domestic wells, septic tanks and any type of construction regulated by the State Building Code shall not be included in the definition of Public Works Construction.

**Public Works Construction Permit** - The Permit issued by the City Engineer for public works construction performed by any private party, quasi-public body, public agency or governmental agency, excepting construction performed by City agents or employees.

**Public Works Facilities** - Any and all on-site and off-site improvements and related accessories to be accepted for ownership, maintenance and operation by the City, including but not limited to sanitary sewers, pump stations, water lines and hydrants, storm drain systems, streets, alleys, street lights, street name signs, greenways, bikepaths, traffic control systems and devices.

**Punch List** - A list of the Contractor's incomplete work or work items requiring correction or modification, prepared by the City Engineer.

**Reference Specifications** - Bulletins, standards, rules, methods of analysis or testing, codes and specifications of other agencies, engineering societies, or industrial associations referred to in the Code. All such references refer to the latest edition, including amendments which are in effect and published at the time issuing the Permit for the project.

**Right-of-Way** - A general term denoting land, property, or interest property acquired for or devoted to public use.

**Road** - Every road or roadway, thoroughfare, and place including bridges, viaducts and other structures used or intended for use of vehicles.

**Sensitive Area** - Sensitive areas shall include:

- a) existing or created wetlands;
- b) rivers, streams, and creeks with year round or intermittent flow;
- c) impoundments (lakes and ponds) with average water in the summer of one acre-foot or more, or with a depth of three feet or more.

Sensitive areas shall not include a constructed wetland, an undisturbed corridor (a buffer) adjacent to a sensitive area, identified wetlands which are subject to a Clean Water Act 404 permit, or a water feature, such as a lake, constructed during an earlier phase of a development for specific purposes not including water quality, such as recreation.

**Shop Drawings** - Supplementary plans or data which the Permit or Specifications requires the Contractor to submit to the Engineer including, but not limited to, steel bending details, erection plans, and catalog data explaining equipment proposed for use.

**Shown** - Work shown on the plans.

**Special Specifications or (Special Provisions)** - Requirements peculiar to the project and changes and modifications of the standard specifications. Special specifications are used interchangeably with special provisions.

**Specified** - Means as required by the Public Works Construction Code.

**Standard Plans or Drawings** - Details of structures, devices, or instructions adopted by the City as a standard and referred to in this Code by title or number.

**Standard Specifications** - The terms, directions, provisions and requirements set forth in this Code.

**Station** - A distance of 100 feet measured horizontally along a surveyed centerline.

**Stop Work Order** - A written notice delivered by hand and/or by mail to the Permittee or Contractor, directing the work performed under a Permit to be stopped because deficiencies in materials or workmanship or for lack of compliance with the approved Plans and this Code. A Stop Work Order shall be signed by the City Engineer or his designated representative.

**Street** - Any road, highway, parkway, freeway, avenue, alley, walk, or way, including sidewalks, bike lanes, parking strips and all other structures including utilities above and below the surface, land and improvements within the public right-of-way between property lines.

**Substantially Complete** – The water quality facility can be deemed substantially complete once active green growth has occurred to an average growth of 3-inches and plant density is an average of approximately 6 plants per square foot.

**Ton** - The short ton of 2,000 pounds avoirdupois.

**Use of Pronoun** - The singular shall include the plural, and the plural the singular; any masculine pronoun shall include the feminine or neuter gender; and the term "person," includes natural person or persons, firm, co-partnership, corporation or association or combination thereof.

**Utility** - Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, owned, operated, or maintained in or across a public right-of-way or public easement.

**Water Quality ~~Swale~~ Facility** - Water quality ~~swale~~ facility is a ~~vegetated natural~~



~~depression, wide shallow ditch, or constructed facility~~ used to temporarily store, route or filter runoff for the purpose of improving water quality.

**Water Quality Permit** – The permit issued by the City Engineer for construction of a water quality facility.

**Work** - That which is proposed to be constructed or performed under the Permit, including the furnishing of all material, labor, tools, machinery and appurtenances necessary to complete the requirements of the Permit, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated as required by good practice to provide a complete and satisfactory system or structure.

**Working Days** - Working days shall be Monday through Friday, excluding holidays. The Contractor shall provide the City Engineer at least one (1) working day's notice prior to performing work on holidays, Saturdays, or Sundays.

**Working Drawings** - Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the City Engineer for approval.

## 102 PERMIT REQUIREMENTS

### 102.1.00 Permits Required

No person shall perform construction within the City of Tualatin's right-of-way, easements, tracts, stream, creeks, or natural drainage ways without first obtaining a Public Works Construction Permit from the City Engineer.

When a Water Quality Facility is required to be constructed, a Water Quality Permit will need to be obtained. This applies to public and private facilities

### 102.2.00 Public Works Construction Permit Application Procedure

#### 102.2.01 Public Works Construction Permit

A person desiring a Public Works Construction Permit shall make application to the City Engineer on the forms provided. The application shall be accompanied by a Permit fee deposit as set forth in subsection 102.3.00 and complete plans and specifications as set forth in subsection 102.4.01.

Any public utility company operating under a franchise agreement with the City shall be exempt from the Permit fees provisions of this Code.

Prior to submittal of a Public Works Construction Permit application, the applicant shall attend a preapplication meeting with the Engineering Division. Required attendees include the owner, the design engineer, and the contractor (if known).

#### 102.2.02 Water Quality Permit

A person desiring a Water Quality Permit shall make application to the City Engineer on the forms provided. The application shall be accompanied by a permit fee deposit as set forth in subsection 102.3.00 and complete plans and specifications as set forth in subsection 102.04.03.

### 102.3.00 Permit Fees and Deposits

#### 102.3.01 Public Works Construction Permit Deposit

The applicant for a ~~Public Works Construction~~ Permit shall pay a Permit deposit as follows:

1. At the time construction plans are submitted for approval by the City Engineer, the applicant shall pay a fee deposit equal to 5% of the estimated value of the work, but not less than \$500.

2. As the work progresses and as the City's actual costs exceed the amount deposited, the Permittee shall be invoiced for the full actual cost incurred by the City, less previous payments.

3. If the City's actual costs exceed the amount deposited, the City Engineer may require an additional amount to be deposited. If an additional deposit is requested, it shall be deposited with the City within fifteen (15) days of the date requested. If the deposit is not made, all work shall be stopped on the project until the deposit is made.

4. Before acceptance of the work by the City, all outstanding amounts due the City shall be paid in full.

5. Upon completion and acceptance of the work by the City, should the amount deposited exceed the actual cost, the difference will be refunded to the Permittee. No interest will be paid on refunded amounts.

The Permit deposit is intended to defray all costs incurred by the City in providing technical services related to any Public Works and Water Quality Construction. Costs incurred by the City may be through services provided by the City staff or through a private engineer and Contractor at the applicant's expense. Services provided by the City include, but are not limited to, the following:

1. Meeting with the applicant, the design engineer or agent, to review City standards, specifications, ordinances, and procedures.

2. Providing the applicant's design engineer with information on existing conditions and facilities.

3. Provide information and data for State or County approvals that are required.

4. Reviewing all construction drawings, engineering calculations, and specifications.

5. Making inspections necessary to assure compliance with City standards and specifications.

6. Keeping notes and records for inclusion in the as-built drawings.

7. Updating City maps, files, and records by incorporating as-built information.

8. Meeting with the various utility companies to review all utility construction and installations.

9. Soils testing, asphalt testing, re-televising sanitary and storm sewer during 1-year maintenance period, and other material tests specified in this Code or deemed necessary by the City Engineer.

10. In cases in which an emergency exists that threatens the health, safety, and welfare of residents of the City of Tualatin as a result of actions taken by the applicant or the applicant's representative on the public works permit project, the City may take such measures as it deems necessary to correct such hazardous situations and bill all costs incurred by the City to the Public Works Permit.

11. Other necessary expenses related to the Permit work.

The City's actual cost of technical services shall include consultant costs, direct payroll costs and expenses plus a percentage for insurance, fringe benefits, and overhead as determined by the City Engineer.

#### **102.3.02                      Erosion Control Fees**

For all projects involving activities requiring an erosion control permit, and which are not covered by a building permit, the applicant shall pay the following fees:

##### **Erosion Control Inspection Fee**

<u>Area</u>	<u>Fee</u>
0 to 1 acre . . . . .	\$ 80.00
1 acre and up . . . . .	80.00 plus \$20 per acre, or fraction thereof, over 1 acre

##### **Erosion Control Plan Check Fee**

65% of the erosion control inspection fee.

#### **102.3.03                      Water Quality Fees**

See Section 102.3.01

#### **102.4.00                      Plans and Specifications**

#### **102.4.01**

#### **Plan and Specification Requirements**

The required plans and specifications shall be prepared by the Design Engineer who must be a registered engineer licensed to practice engineering in the State of Oregon. The Plans and Specifications provided shall be used in conjunction with the Standard Specifications and Standard Drawings, and shall be of sufficient detail to insure full disclosure of the work contemplated. The plans shall conform with the design requirements of Chapter 200 of this Code.

#### **102.04.02**

#### **Public Works Plan Review Procedure**

Six (6) sets of complete plans and required calculations shall be submitted for a review.

This review is to check that all the required information conforms to this Code and the development approval conditions. The required information includes drainage calculations. If the submittal is adequate, a detailed review will begin based on a first-in, first-out approach. If the submittal is not in compliance, the City shall prepare a correction list or "red line" set of construction plans for the design engineer specifying what is needed.

The applicant shall also submit plans to any other jurisdiction from whom a permit is necessary.

After the design engineer has completed all revisions, five (5) revised plans and the original "red line" plans shall be returned to the City for "approval". The City will forward one ~~One~~ set of plans ~~will then be submitted for~~ to CWS for approval. The City may incorporate CWS's comments into final approval of construction plans.

If approved, three (3) sets will be stamped approved by the City Engineer and returned at time of issuance of the Public Works Permit.

Plan review priority will be given to plans submitted for final review.

Once the plans and specifications have been approved for construction, the necessary deposits paid, the necessary insurance certificates submitted and approved, the required easements submitted and approved, copies of other agency permits submitted, and any other requirements made by the City Engineer have been met, the City will issue a Public Works Construction Permit.

#### **102.04.03**

#### **Water Quality Plan Review Procedure**

Three sets of plans and calculations shall be submitted for review.

This review is to check that all of the required information conforms to this Code, CWS Design and Construction Standards June 2007, and the development approval conditions. If the submittal is not in compliance, the City shall prepare a correction list or "redline" set of construction plans for the design engineer specifying what is needed.

After the design engineer has completed all revisions, three (3) revised plans and original "redline" plans shall be returned to the City for approval. The City will forward one set of plans to CWS approval.

Once plans and specifications have been approved for construction, the necessary deposits paid, the maintenance plans and agreement submitted and approved, the City will issue a Water Quality Permit.

#### **102.5.00                    Prequalification of Contractor**

Any Contractor engaged by the Permittee to perform public works construction must be prequalified with the City in compliance with Chapter 279 of the Oregon Revised Statutes, City Ordinance No. 327-76 as amended and Resolution No. 1789-86 and any special prequalification standards approved by the City.

This provision may be waived by the City Engineer for work having an estimated value of less than \$10,000, if in the opinion of the City Engineer the Contractor has sufficient experience, personnel, and equipment for the type and scope of work contemplated.

#### **102.6.00                    Insurance and Indemnification**

##### **102.6.01                    Contractor's and Subcontractor's Insurance**

The Contractor shall not commence work until the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the City Engineer, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the City Engineer shall not relieve or decrease the liability of the Contractor. All insurance required under sections 102.6.02 shall be primary with regard to the additional insureds and any coverage the additional insureds may carry will be secondary.

##### **102.6.02                    General Liability**

The Contractor shall provide and continuously maintain a general liability policy or policies that provide coverage for bodily injury including personal injury and property

damage insurance, including automobile, as well as protect the Contractor and City from all things or damage which may arise from operations under the Permit or in connection therewith, including all operations of subcontractors.

Such insurance shall provide coverage for not less than the amounts set forth below:

For bodily injury including death	\$ 500,000 for one claimant
and personal injury	\$1,000,000 for one occurrence

For property damage	\$1,000,000 for one occurrence
---------------------	--------------------------------

In lieu of the foregoing, submit a single limit policy in the sum of \$1,000,000.

The insurance shall be written on a comprehensive form with extended coverage endorsement which includes broad form property damage on an occurrence basis. Unless excluded by special specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products completed operations, contractual insurance, independent contractors. Motor vehicle liability insurance in the amount of \$1,000,000 for each occurrence shall also be maintained. Such insurance shall be maintained until final acceptance of the work by the City and the products liability and completed operations coverage shall continue in force until the expiration of the guarantee period required by the code.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City, its officers, agents and employees, and shall further provide that this policy shall not be terminated, modified, canceled or coverage reduced prior to the completion of the Permit work without 30 days prior written notice by certified mail to the City which notice shall be subject to the approval of the attorney, the notice to commence to run from the date notice is actually received at the office of the City Engineer.

The policy shall also provide for a cross-liability endorsement and shall guarantee to the City the amount of coverage for which public bodies are responsible as set forth in ORS Chapter 30, notwithstanding the naming of additional insureds.

If specified by the City Engineer, additional insureds may be the City's Consultant Engineer and other governmental bodies with jurisdiction in the area involved in the project, their officers and employees and such agents as may be specified.

Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. Any annual policy



aggregate of insurance coverage shall be fully maintained and, if necessary, replenished in the required amounts regardless of claims that are paid or reserved against the policy and whether or not arising out of work performed under this Permit.

The policy shall contain an endorsement, which requires notification to the named insureds and certificate holders of any diminution in available insurance coverage.

A certificate evidencing such insurance together with the proper endorsement shall be filed with the City Engineer and shall be subject to the approval of the attorney as to the adequacy of protection.

### **102.6.03                      Indemnification**

Contractor shall defend, indemnify and save the City, as well as its officers, employees and agents, harmless from liability and loss because of injury including death to any person, or damage to any property that may occur or may be alleged to have arisen out of, connected with, or related to performance of the work, as a result, directly or indirectly, of contractor's or its subcontractors' or suppliers' acts or omissions, or of their servants, agents, and employees, and whether or not such injury or damage is jointly attributable to the City's fault or negligence. This section shall survive acceptance of the work and completion of the Permit, including any applicable warranty period.

In any and all claims against the City or its agents or employees these indemnification obligations shall not be limited in any way by any limitation in the amount or type of damages, the amount or type of insurance, compensation or benefits payable by or for Contractor's worker's compensation acts, disability acts or other employee benefits.

### **102.6.04                      Certificates of Insurance**

The Permit will not be issued until all insurance required has been obtained nor until such insurance has been approved by the City Engineer, nor shall any Contractor commence work until he also has first obtained insurance applicable to such work. The Contractor shall maintain insurance throughout the life of the Permit which will hold the City harmless and shall indemnify the City for all losses to third persons or to the City arising out of the operations, including any contingent liability.

### **102.7.00                      Easements and Tracts**

#### **102.7.01                      Easements and Tracts Granted to the City**

All required easements and tracts shall be granted to, and accepted by, the City prior to the issuance of the Public Works Construction Permit. The Permittee shall provide the City with the documents necessary to grant such easements and tracts free and clear of encumbrances and all taxes shall be paid.

The City Engineer shall determine what facilities need to be part of the publicly owned system. When it is not possible or practical to install these facilities within dedicated public right-of-way, an easement or tract shall be granted to the City. Facilities shall include, but not be limited to, water works, sanitary sewers, storm systems, slopes for public streets, sensitive areas, created and constructed wetlands, greenways, pedestrian pathways or bikeways, and water quality or quantity facilities.

Public water systems, sanitary sewers or storm systems shall be centered within a permanent easement that has a minimum width of 15-feet along its entire length unless otherwise approved by the City Engineer. When a sanitary and storm sewer are within the same easement, the easement width shall be a minimum of 20-feet. The City may require a larger easement when either the sanitary or storm sewers are larger than 24-inches. No pipe shall be installed within 5-feet of an easement line.

Slope easements for roadway slopes extending beyond the dedicated public right-of-way shall be granted to the City with widths as determined by the City Engineer.

Widths of easements for sensitive areas, wetlands, greenways, pedestrian pathways or bikeways, or accessways, shall be as determined by the City Engineer.

Tracts deeded to the City are required for access to all and including the public water quality and quantity facilities that include outlet control structures and to manholes where required by the City. Widths of such tracts shall be as determined by the City Engineer.

#### **102.7.02                      Temporary Construction Easements**

Prior to the issuance of the Public Works Construction Permit, the Permittee shall provide to the City Engineer, for review and documentation, all temporary construction easements necessary to perform the work.

#### **102.8.00                    Erosion Control Permit**

Prior to the issuance of the Public Works Construction Permit, the Permittee shall provide to the City Engineer, for review and approval, a completed Erosion Control Permit and associated fees, as outlined in Section 102.3.02. A copy of this Permit is included in the Public Works Permit application packet.

#### **102.9.00                    Erosion Control Joint Permit**

For projects ~~five~~ one (51) acres or larger in size, prior to issuance of the Public Works Construction Permit, the Permittee shall provide to the City Engineer, for review and documentation, a completed copy and permit number of the 1200-C Permit submitted to DEQ through CWS. ~~A separate fee payable to DEQ in the amount of \$50.00 shall be submitted.~~ A copy of this Permit is included in the Public Works Permit application packet.

#### **102.10.00                  Contributed Equity Information**

As part of the Public Works Permit process, the Permittee shall provide to the City Engineer, for review and documentation, the costs of any public works improvements which will become the property of the City. Prior to issuance of the Public Works Construction Permit, the following information shall be provided:

1. The diameter, length, and value of all storm, domestic water, and sanitary lines within the proposed project.
2. The area, in acres, of any streets being dedicated to the City.
3. The area, in acres, of any open space being dedicated to the City.
4. The area, in acres, of any tracts being dedicated to the City.
5. The value of any street improvements along with the appropriate lineal footage.
6. The quantity and value of any sidewalk improvements other than those constructed as part of residential development.
7. The number of and value of any street lights installed.
8. The area of any easements dedicated to the City other than those within the subdivision lots.

#### **102.11.00                  Confined Space Entry Information**

Prior to the issuance of the Public Works Permit for work within the public right-of-way or easements requiring confined spaces construction, including, but not limited to: sanitary or storm manholes, curb inlets, vaults, and trenches, submit written documentation, to the City Engineer, regarding confined space program(s), meeting the requirements of OAR Chapter 437, that the Contractor(s) will follow. Confined Space Entry within the public right-of-way or easements will only be allowed through compliance with a confined space program.

Coordination of plans and specifications is intended. The intent of the plans and specifications intend to show and describe a complete project within the project limits. Dimensions shown on plans shall be followed, rather than scale measurements. Whenever the plans are not sufficiently detailed or explicit, the Engineer may furnish additional detail drawings or written instructions and Contractor shall perform the work in accordance with the additional details or instructions. In case of conflict between requirements set forth in the Permit, the provisions for order of precedence in Section 103.2.00 shall apply.

## **107.8.00                      As-Built Plans**

### **107.8.01                      Public Works Permit**

Prior to final inspection, one (1) set of as-built drawings shall be submitted for preliminary review. Depth of sanitary and storm sewer laterals to be shown and laterals to be "tied" to nearest property corner. Drawings shall describe all revisions to the previously approved construction plans. If this submittal is acceptable, the Design Engineer shall submit the as-built drawings on 3 mil minimum thickness mylar (maximum size: 24" x 36") suitable for reproducing and microfilming. If the first submittal was not acceptable, the City Engineer will give the design engineer notice of what is required for resubmittal.

~~As-builts shall also be provided as digital files. Each mylar as-built sheet shall be digitized as a Group 4 Compressed TIFF (tagged image file format). The individual digital file names should correspond with each individual as-built sheet number. The digital files shall be provided on compact disk media.~~

### **107.8.02                      Water Quality Permit**

Prior to final inspection, one set of as-built drawings shall be submitted for preliminary review. Drawings shall describe all revisions to the previously approved construction plan. If this submittal is acceptable, the Design Engineer shall submit stamped as-built drawings (maximum size 24" x 36") suitable for reproducing. If the first submittal was not acceptable, the City Engineer will give the design engineer notice of what is required for resubmittal.

## **107.9.00                      Completion and Acceptance**

### **107.9.01                      Public Works Permit**

Upon completion, the Contractor shall notify the City Engineer (in writing) that the work is completed and request a final inspection, as provided in Section 104.17.00.

When the City Engineer is satisfied the completed work complies with the approved plans and specifications, the Permittee has furnished as-~~constructed~~built drawings, the maintenance assurance has been submitted and accepted as required in Section 106.16.00, and all fees have been paid in accordance with Section 102.3.01, the City Engineer shall recommend acceptance of the work by the City. Final acceptance will be by resolution of the City Council. The maintenance and warranty period shall commence on the date of the resolution accepting the work.

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**107.9.02****Water Quality Permit**

Upon completion, the Contractor shall notify the City Engineer in writing that the work is completed and request a final inspection as provided in Section 104.17.00.

When the City Engineer is satisfied that the completed work complies with the approved plans, the Permittee has furnished as-built drawings, the maintenance assurance has been submitted and accepted as required in Section 106.16.01, and all fees have been paid in accordance with Section 102.3.01, the City Engineer can recommend approval of a Certificate of Occupancy. This approval does not remove the need to complete all other work required through the land use approval or other permits.

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the improvements. The maintenance assurance shall guarantee the correction of faulty workmanship and replacement of faulty materials and equipment for a period of not less than one year from the date of acceptance by the City by resolution.

The Permittee shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City Engineer and at no cost to the City, all defects, breaks, or failures of the work occurring within one (1) year following the date of final acceptance of the work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Permit due to faulty or inadequate materials or workmanship, and for damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing or slipping when such damage or disturbance is caused, in whole or in part, from activities of the Permittee in performing the duties and obligations under the Permit.

When such defects or damage occur, within the time period described, in any part of the surface or subsurface work performed under the Permit, or in any adjacent surface of subsurface improvements not included in the work under the Permit, the Permittee shall promptly repair the defect or damage and the one year maintenance period required shall, with relation to such required repair, be extended one year from the date of acceptance of the repair. Permittee agrees to hold the City Engineer harmless from liability arising from damage due to faulty or inadequate materials or workmanship. If Permittee fails to make repairs and replacements promptly, the City may do the work, and the Permittee and his or her surety shall be liable for the cost thereof.

#### **106.16.01     Landscaping Warranty and Maintenance**

For all water quality and/or quantity facilities, the maintenance assurance amount shall be ten percent of the cost of construction of the facilities, or 50 percent of the cost to replant the landscaping plus 100 percent of the cost to maintain the landscaping for a two year period, whichever is greater. The maintenance assurance shall be for a two year period from the date of acceptance of the improvements by the City Council

At the end of the two year maintenance period, 80 percent of each type of vegetation must be established and healthy. If at any time during the maintenance period, the landscaping falls below the 80 percent level, the Permittee shall immediately reinstall all deficient planting at the next appropriate planting opportunity and the two year maintenance period shall begin again from the date of replanting. If the Permittee fails to make replanting promptly, the City may do the work and the Permittee and surety shall be responsible for the cost thereof.

For water quality facilities, the permittee is responsible for the maintenance of this facility for a minimum of two years following construction and acceptance per the approved maintenance plan agreement.

Irrigation is to be provided per separate irrigation plan as approved. The

engineer or owner's representative is to visit and evaluate the site a minimum of twice annually. The facility shall be re-excavated and planted if siltration is greater than 3-inches in depth occurs within the two year maintenance period.



**203.2.14     Sidewalks**

The following specifies the requirements for sidewalks:

- A. The location and width of the sidewalks shall be as required by the Tualatin Development Code, Section 11.060, or City Engineer.
- B. Where clustered mailboxes, utility poles, fire hydrants, or other objects are within a sidewalk, the walk shall be widened or meandered to provide clearance equal to the required sidewalk width. Easements will be required for sidewalks outside of the right-of-way.
- C. Where it is required to install sidewalks and a permanent sidewalk cannot be constructed, a temporary walkway may be constructed. The temporary walkway may consist of an asphaltic concrete or Portland Cement concrete to a width, location and structure approved by the City Engineer.

**203.2.15     Curb Ramps**

Curb ramps shall be designed and constructed in accordance with Standard Drawings 460-469.

**203.2.16     Right-of-Way and Grading**

Grading outside the improved areas shall be as follows:

- A. All streets functional classifications shall have a two (2) percent upward grading from back of curb through the right-of-way line, and within the public utility easement.
- B. Retaining walls shall be used if slopes are greater than the requirements in paragraph A. above. Retaining walls shall be constructed to a height where the slope is no more than one and one-half (1-1/2) horizontal to one (1) vertical. Retaining wall design shall be prepared by a registered engineer in the State of Oregon and approved by the City Engineer. Due consideration shall be given to ground water pressures in any retaining wall design. Retaining wall shall be located outside of the right-of-way unless otherwise approved by the City Engineer.
- ~~C.~~ C. Cross-slope of the street section shall be no less than two (2) percent and no greater than five (5) percent. Whenever possible, the crown of
- D. A root control system, such as Biobarrier or approved equal, shall be installed at both sides of the planter strip. It shall be installed vertically

12" deep from finished grade per manufacturers recommendation.

**205.2.07B Alignment**

Sanitary sewer lines shall be laid on a straight alignment and uniform grade between manholes. Curves in sanitary sewers shall not be allowed.

**205.2.07C Grade**

All sanitary sewers shall be laid on a grade which will produce a minimum velocity of 2-feet per second at design peak flow. Where velocities are greater than 15 ft/sec, PVC pipe shall be used.

**205.2.07D Steep Slopes**

Ductile iron sanitary sewers on slopes in excess of 20 percent shall be secured through the use of concrete anchor walls and suitable pipe anchors to prevent pipe slippage. Spacing for anchors shall be as follows:

Minimum Anchor Spacing

<u>Grade (%)</u>	<u>Center to Center</u>
20-34	35 ft.
35-50	25 ft.
51 +	15 ft.

**205.2.07E Pipe Cover**

All sanitary sewer pipe shall have at least 3-feet-of-the cover-measured from the top of the pipe to the finished grade specified in CWS Design and Construction Standards June 2007, 5.06.7. Where this requirement cannot be met, the City Engineer may approve a lesser amount of cover, with the use of appropriate pipe materials.

**205.02.07F Spacing Requirements**

No public sanitary gravity sewer shall be less than 50-feet from any well, spring, or other source of domestic water supply. Sanitary sewers and domestic water lines shall not be laid in the same trench.

Parallel water and sanitary sewer lines shall be at least 10-feet apart horizontally when there is less than 18-inches of vertical clearance between water and sanitary sewer. When physical conditions render this spacing impossible or impractical, PVC pressure pipe per ASTM D2241 SDR 32.5 with water-tight joints shall be required.

#### **206.4.00     Pipe Design**

A)     Size. The minimum diameter of public storm pipe is as follows:

1.     Within the public street right-of-way, from the catch basin to the main line is 10-inches (smooth wall pipe only).
2.     Within the public street right-of-way for main line pipe it is 12-inches (smooth wall pipe only).
3.     Within the public street right-of-way, the minimum diameter of service laterals to properties shall be:

Commercial, Industrial, Multi-Family	10" (smooth wall pipe only)
Single Family Residential	6" (smooth wall pipe only)

Pipe shall be sized at the minimums specified above, or to carry the flows as determined in Section 206.3.00, whichever is larger.

B)     Location. When storm drain pipes are located within a public street right-of-way, the storm pipe shall be located between the curbs, but not closer than 5-feet to a curb unless approved by the City Engineer. Storm pipes may not be located under sidewalks on arterial streets. When in easements, the storm pipe shall be located in the centerline of the easement unless otherwise approved by the City Engineer. At no time shall the centerline of a storm pipe be located closer than 5-feet to an easement side line.

C)     Length. The maximum length of 10-inch pipe is 250-feet between structures. The maximum length of 12-inch pipe and larger is 400-feet between structures.

D)     Alignment. Public storm drain pipes shall be laid on a straight alignment and uniform grade, except as provided in Section 206.4.00 (E).

E)     Curved Storm Pipe. All non-metallic pipe shall be installed with a locating wire. The following formula shall be used in determining the minimum radius of the curve of concrete pipe:

Where:

- R = minimum radius of curvature (feet)
- D = outside pipe diameter (feet)
- L = length of individual pipe sections (feet)

$$R = 32DL$$

F)     Grade. All storm lines shall have sufficient slope to maintain a minimum flow velocity of 3-feet per second when at design flow, but not less than 0.5%. Concrete storm pipes shall be designed so that the velocity will not exceed ten (10) feet per second. If the slope is such that the velocity exceeds 10-feet per second, then PVC pipe will be required.

~~inches of cover over the pipe per CWS Design and Construction Standards June 2007, 5.06.7.~~  
Where this requirement cannot be met, the City Engineer may approve a lesser amount of cover, with the use of properly designed pipe material.

H) Headwalls. When headwalls are required, their design will be based on the ODOT Hydraulics Manual standards.

I) Access. Manholes shall be provided as specified in Section 206.6.00.

J) Rip rap. Where rip rap is required, the design of a rip rap outfall area will be approved by the City Engineer (~~see Table 206-9~~ CWS Table 5-5). Place suitable geotextile fabric under and around the sides of riprap.

K) Pipe Material. Concrete, PVC, ductile iron, and aluminum spiral rib pipe materials are acceptable for the construction of public storm drain systems. All systems shall be designed for permanent loading and construction loading. Polymer type protective coatings may be required if the pipe is to be installed in possible aggressive soils or where cathodic protection is present.

#### **206.5.00     Catch Basins**

A) The catch basins for use within the City are the oversized gutter and curb inlet catch basin. The curb inlet catch basin (oversize) with alternate top (manhole frame and cover) shall be used in roadways with bike lanes.

B) All catch basins shall be constructed with an 18-inch minimum sump unless a part of a series catch basin system. A series catch basin system exists when a maximum of three unsumped catch basins are constructed in a row, a pollution control manhole, Standard Drawing No. 060, shall be installed at the point where three unsumped catch basins connect to a main storm line. Unsumped catch basins are not to be part of a main storm line. No ditch inlet may be part of a series catch basin system.

C) A main storm line shall not pass through a sumped catch basin or pollution control manhole.

D) The spacing between catch basins shall be as required hydraulically. Gutter flow shall not exceed 4" depth at the curb during a 25-year storm. Catch basins and gutter inlets shall be of sufficient size and number to accept the inflows without backing up water on the street during the 25-year storm event.

E) Catch basins shall be provided on the tangent just prior to curb returns on streets and outside of the handicap ramp.

F) Catch basins shall be installed at the low point of all sag vertical curves in streets.

G) Catch basins may connect to a main storm line with a tee connection when the main storm line is at least one size larger than the catch basin line. When the catch basin line is the same size as the main storm line, the connection shall be made at a manhole. The

## **206.9.00     Outfalls**

Outfalls shall be designed to discharge at a level to eliminate or minimize erosion as approved by the City Engineer.

All outfalls shall be provided with approved erosion control protection measures. Rock protection at outfalls shall be designed in accordance with ~~Table 206-9~~ CWS Table 5-5 except as approved by the City Engineer. Mechanisms which reduce velocity prior to discharge from an outfall are encouraged. Examples are drop manholes and rapid expansion into pipes of much larger size. For outfalls with a velocity at design flow greater than 6-feet per second, an engineered energy dissipater shall be required.

Where engineered energy dissipaters such as stilling basins, drop pools, hydraulic jump basins, baffled aprons, and bucket aprons, are required, these structures shall be designed using published references such as Hydraulic Design of Energy Dissipaters for Culverts and Channels published by the Federal Highway Administration of the United States Department of Transportation, and others. Design reference shall be included on the construction plan submittal.

**TABLE 206-9**

**ROCK PROTECTION AT OUTFALLS**

Discharge Velocity at Design Flow (fps)			REQUIRED PROTECTION Minimum Dimensions				
			Type	Thickness	Width	Length	Height
0	to	5	ODOT Class 50** Riprap*	1.5 ft.	Diameter +6 ft.	8 ft. or 4X diameter, whichever is greater	Crown +1 ft.
5	to	10	ODOT Class 200**	2.5 ft.	Diameter +6 ft. or 3X diameter, whichever is greater	12 ft. or 4X diameter, whichever is greater	Crown +1 ft.
10	to	20	Designed System*	As required	As required	As required	Crown +1 ft.
20		NA	Engineered Energy Dissipater Required				

\* For high velocity outfalls, engineering calculations are to be submitted to the City for review.

\*\* ODOT Riprap Class in English Units

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maximum length of pipe line between the catch basin and the main line shall be 60-feet.

- H) Pavement tapers shall be required for all catch basins.

#### **206.6.00     Manhole**

A) Manholes shall be provided at least every 400-feet (or as required for maintenance purposes), at every change in alignment, at every change in pipe size or material, and at every grade change unless otherwise approved by the City Engineer. A manhole shall be located at the upstream end of the pipe. Manholes shall not be closer than 5-feet to a curb line and not in a wheel path.

B) All manholes shall be a minimum of 48-inches in diameter. All manholes shall have a minimum 12-inch ledge in the base. Minimum wall distance between connecting pipes shall be 8-inches.

- C) Elevations of the inlets and outlets will be required on the plan submittals.

D) Lateral storm sewers are allowed to be connected directly into the manhole base providing that they are properly channelized and approved by the City Engineer.

#### **206.7.00     Pipe Stubouts/Adaptors**

Install storm drainage laterals and adaptors to a maximum of one pipe length outside the manhole wall. Install stubouts integrally with manhole base and construct base channel for stubout.

Install a rubber gasketed water-tight plug in stubouts and secure the plug to withstand internal or external hydrostatic test pressures without leakage. Plugs shall not be grouted into place or otherwise secured by cast in place concrete.

#### **206.8.00     Surface Water Quality / Detention Facilities**

The Surface Water Management (SWM) Ordinance requires new development projects to construct permanent water quality facilities to remove 65% of the phosphorus from the storm water runoff from 100% of the newly constructed impervious surfaces. The facilities shall be designed to meet the removal efficiency for a mean summertime storm event totaling 0.36 inches of precipitation falling in four hours with an average return period of 96 hours.

~~Storm water detention facilities are also required by the SWM Ordinance when the downstream conveyance system is deemed to have inadequate capacity by the City Engineer. Any storm water detention facility installed as a part of a project that will be maintained by the City shall comply with the standards indicated in this section.~~

The design of water quality and detention facilities shall conform to the standards set forth in Clean Water Services "Design and Construction Standards for Sanitary Sewer and Surface Water Management", ~~March 2004~~ June 2007.

~~Prior to issuance of a Public Works Permit, t~~The applicant's design engineer shall submit a complete design of the proposed water quality and/or storm water detention facility along with supporting calculations and reference material used to design the facility. ~~A copy of the plans and calculations shall also be sent to CWS for their review, as the City may consult with CWS during the plan review period.~~

The applicant will be required to provide a maintenance assurance for the landscape portion of a public water quality and/or detention facility per the requirements of Section 106.16.01.

~~Public~~ All water quality and/or detention facilities shall meet the following ~~safety, maintenance and identification~~ standards:

~~1. A 4' or 6' high vinyl coated chain-link fence, with a 16' wide locking gate, shall be installed around the tract area. This measure will ensure the safety of the public, particularly small children that can fall into a facility. The height of the fence will be determined by the Operations Department.~~

21. Swale-type facilities shall have side slopes no steeper than ~~34~~ 4:1.

32. Where a facility is designed to be used for both water quality and storm water detention, the facility volume used for water quality purposes shall not be included as part of the required storm water detention volume.

~~4. A 12' wide Portland Cement concrete access road shall be constructed from the public street to the facility in such a manner that a maintenance vehicle can completely exit the street right-of-way and park in front of any structure within the facility. The access road shall be designed to handle a 50,000 pound vehicle and shall not exceed 15% maximum gradient. This measure ensures that the City will be able to adequately access the facility for maintenance.~~

~~5. City approved information signs are required to be placed so that at least one is clearly visible and legible from all adjacent streets, sidewalks or paths. The applicant shall pay the City a fee equal to the manufacture and installation costs of the signs. The City will obtain and install the information signs.~~

63. Landscaping approved by the City Engineer appropriate for the particular facility shall be installed. Plantings selected for the facility shall be as set forth in CWS's ~~DCS~~ Design and Construction Standards, June 2007 ~~March 2004~~ Additional screening plants shall be installed around the perimeter of the facility. These plants shall be a combination of Alder and Ash. All plantings shall be installed prior to paving.

74. ~~An water service and/or~~ irrigation system shall be provided to the facility to allow for adequate maintenance of the facility landscaping.

1. A 4' or 6' high vinyl-coated chain-link fence, with a 16' wide locking gate, shall be installed around the tract area. This measure will ensure the safety of the public, particularly small children that can fall into a facility. The height of the fence will be determined by the Operations Department.

2. A 12' wide Portland Cement concrete access road shall be constructed from the public street to the facility in such a manner that a maintenance vehicle can completely exit the street right-of-way and park in front of any structure within the facility. The access road shall be designed to handle a 60,000 pound vehicle and shall not exceed 15% maximum gradient. This measure ensures that the City will be able to adequately access the facility for maintenance.

3. City-approved information signs are required to be placed so that at least one is clearly visible and legible from all adjacent streets, sidewalks or paths. During the 2-year maintenance period these signs should identify the responsible party. The applicant shall pay the City a fee equal to the manufacture and installation costs of the permanent signs. The City will obtain and install the permanent information signs.

4. If a berm or other above grade structure is a part of the facility, a site specific soil evaluation will be required. The issues to be addressed include:

- saturation of soils under berms,
- leaking of water through the berm, etc.

## 321 STORM DRAIN PIPE

### 321.1.00 -General

#### 321.1.01 Scope

This section and CWS's Design and Construction Standards June 2007, Chapter 8 covers the work necessary for the installation of storm drain pipe and fittings of the sizes and classes indicated, including, but not limited to, furnishing materials; laying and jointing the pipe, and connections to existing drainage structures. The standards that are more restrictive shall govern.

#### 321.1.02 Pipe Base

For pipes 27 inches in diameter and less, the area of pipe base extends for the full width of the trench, with a minimum depth from the outside of the pipe barrel to the bottom of the trench of 4 inches. For pipes larger than 27 inches in diameter the depth is a minimum of 6 inches.

#### 321.1.03 Pipe Zone

The area of the pipe zone extends for the full width of the trench, from the bottom of the pipe barrel to 12 inches above the outside top of the pipe barrel.

### 321.2.00 Materials

#### 321.2.01 Pipe

Unless a specific material is designated, pipe material shall be one of the following:

##### 321.2.01A Concrete Pipe

Pipe 18 inches in diameter and larger shall be Class 3 reinforced concrete pipe conforming to ASTM C 76, and pipe 15 inches in diameter and smaller shall be Class 2 nonreinforced concrete pipe conforming to ASTM C 14.

Pipe ends shall normally be bell and spigot, or tongue and groove.

## **322 SANITARY SEWER GRAVITY PIPE**

### **322.1.00 General**

#### **322.1.01 Scope**

This section and CWS's Design and Construction Standards June 2007, Chapter 8 covers all work necessary for the installation of gravity sewer pipe. The standards that are more restrictive shall govern.

#### **322.1.02 Pipe Base**

For pipes 27 inches in diameter and less, the area of pipe base extends for the full width of the trench, with a minimum depth from the outside bottom of the pipe barrel to the trench invert of 4 inches. For pipes larger than 27 inches in diameter the depth is a minimum of 6 inches.

#### **322.1.03 Pipe Zone**

The area of the pipe zone extends for the full width of the trench, from the bottom of the pipe barrel to 12 inches above the outside top of the pipe barrel.

### **322.2.00 Materials**

#### **322.2.01 Pipe**

Unless a specified material is designated, pipe material shall be any one of the following:

##### **322.2.01A Ductile Iron Pipe**

Pipe shall be push-on joint ductile iron pipe, centrifugally cast of 60-42-10 iron and shall conform to AWWA C151, thickness Class 50. The pipe shall be cement-mortar lined in accordance with AWWA C104. Rubber gaskets and lubricant conforming to AWWA C111, are to be supplied by the pipe manufacturer, suitable for the specified pipe size, and in sufficient quantity for installing the pipe.

## **324 MANHOLES**

### **324.1.00 General**

#### **324.1.01 Scope**

This section and CWS's Design and Construction Standards June 2007, Chapter 8 covers the work necessary for construction of manholes. The standards that are most restrictive shall govern.

### **324.2.00 Materials**

#### **324.2.01 Base Rock**

Base rock shall conform to the 3/4 inch-minus requirements of Section 308 Base and Leveling Courses.

#### **324.2.02 Precast Section**

Conform to ASTM C 478. Minimum 48 inches in diameter with eccentric cones and steps cast in section by manufacturer.

#### **324.2.03 Manhole Steps**

Manhole steps shall be plastic conforming to the following requirements:

#4 (1/2-inch diameter) steel reinforcing bar conforming with ASTM A 615 Grade 60, encapsulated with injection molded copolymer polypropylene with serrated top surfaces.

#### **324.2.04 Frame and Cover**

Frame and cover shall conform to the standard drawings and be manufactured of gray cast iron conforming to ASTM A 468, Class 30. Bearing surfaces shall be planed or ground to provide flat and true surfaces.

Cover shall have the letter "S" cast into the center and shall have two holes of 3/4 inch diameter cast through the top plate in a symmetrical pattern for sanitary sewer or 16 holes of 3/4-inch diameter cast through the top plate in a symmetrical

After pipe joint has been made, check pipe for alignment and grade. Place sufficient Pipe Zone material around the pipe to assure that the pipe has continuous and uniform support along the barrel to assure that the pipe section will not move.

### **321.3.05     Pipe Zone Backfill**

Install Pipe Zone material in compacted lifts, not exceeding 6 inches, up to the horizontal centerline of the pipe.

Above the horizontal centerline of the pipe, Pipe Zone material shall be placed to the top of the pipe zone.

### **321.3.06     Service Connection Marker**

At the ends of mains, laterals, or building sewers, plug or cap, block end of pipe and install service connection marker. Extend marker 4-feet above the ground surface and paint with **white** enamel. Then, using black quick drying enamel, neatly indicate the distance from a horizontal line on the marker to the top of the pipe in feet and inches.

Take precautions during the backfilling operation to ensure the position and location of the marker. If the marker is broken or knocked out of vertical alignment, replace the marker.

### **321.3.07     Testing**

#### **321.3.07A     TelevIEWing Inspections**

Provide televIEWing inspections following NASSCO-PACP Standards in the presence of the City Engineer, with a written inspection report, videotaping (~~VHS-DVD~~ format, in color), audio commentary and video lineal distance indication from a manhole of all tees, fittings, or deficiencies on all storm sewer lines. The original ~~videotape~~DVD(s) shall become the property of the City.

The complete televIEWing inspections shall be conducted immediately prior to paving (if applicable) and final acceptance of the work.

Any visual deficiencies in the storm sewer line shall be corrected and the defective line shall be reinspected by televIEWing. Inspection and correction shall be repeated until all storm sewer lines have been shown to be free of defects.

- 8) Compare the time recorded in step 7 with the test time determined as hereinafter.
- 9) Upon the successful completion of the air test and release of pressure, remove the downstream plug only. If there is any accumulation of water upstream of the plug, measure the subsequent rate of infiltration, which shall not exceed 0.05 fluid ounces per inch pipe diameter per foot per hour.

When the flow exceeds the allowable, reduce the infiltration to at least this rate and air test this section again. If a flexible pipe has to be re-excavated and backfilled, retest the deflection. A "total" infiltration test at the downstream end of the project will not be conducted nor considered.

If the sewer fails to meet these air test requirements, determine the reason for leakage and repair and/or replace as required.

The test time shall be calculated using the following criteria:

where  $T = 28.3 D K$ , shortest time, in seconds, allowed for the air pressure to drop 0.5 psig.

$D$  = Pipe nominal diameter in inches.

$K = 0.000419 D L$ , but not less than 1.00

$L$  = Length of pipe in feet.

For the purposes of this air test computation ignore any branch, lateral or house sewer, on the sewer under test.

### **322.3.10C Televiewing Inspections**

The Contractor shall provide televiewing inspections following NASSCO-PACP Standards in the presence of the City Engineer, with a written Inspection Report, videotaping (~~VHS~~-DVD format, in color), audio commentary and video lineal distance indication from a manhole of all tees, fittings, or deficiencies on all sewer lines. The original ~~videotape/s~~ DVD(s) shall become the property of the City.

The televiewing inspection shall be conducted immediately prior to paving and final acceptance of work. Two complete televiewing inspections shall be conducted:

- 1)- Prior to the acceptance of the work and the beginning of the one year maintenance period.
- 2)- During a period of wet weather which would significantly raise the



**323** \_\_\_\_\_ (**RESERVED FOR EXPANSION**) \_\_\_\_\_ **WATER QUALITY**  
**FACILITIES**

**323.1.0**      **General**

**323.1.01**      **Scope**

This section covers the work necessary for construction of water quality facilities.

**323.2.00**      **Materials**

**323.2.01**      **Jute Matting**

Jute matting shall be Geojute Plus in treatment area, Econojute for all other areas or equal.

**323.2.02**      **Sun Mix**

Freeboard area seed mix shall consist of:

<u>Dwarf Tall Fescue</u>	<u>40%</u>
<u>Dwarf Perennial Rye</u>	<u>30%</u>
<u>Creeping Red Fescue</u>	<u>25%</u>
<u>Colonial Bent Grass</u>	<u>5%</u>

**323.2.03**      **River Rock**

River rock shall be 2" - 3/4" rock.

**323.2.04**      **Topsoil**

Topsoil shall conform to Appendix A CWS Design and Construction Standards June 2007.

**323.3.0**      **Workmanship**

### **323.3.01 Preparation of Area**

1. Water quality facility shall be over-excavated and filled to final grade with 12-inch amended topsoil. Topsoil amendments shall be garden compost, not conventional fertilizer amendments.

2. A biodegradable erosion control matting shall be placed over the topsoil throughout the swale cross section, fabric shall be held in place in accordance with the manufacturer's installation requirements. Anchor spacing shall be based on 3 fps flow over the fabric.

- a. Treatment area – high-density jute matting (Geojute Plus or other approved equal)
- b. All other areas – low-density jute matting (Econo-jute or other approved equal)

3. 2.5 – 3 inches of 2”–3/4” river run rock shall be placed over the matting evenly throughout the length and width of the swale.

### **323.3.02 Plantings**

Plant materials shall be placed in accordance with the plan and plant table as shown on approved plans.

### **323.3.03 Application**

The seed mix shall be applied at a rate of .044 ounces per square foot.

### **323.4.00 Inspections**

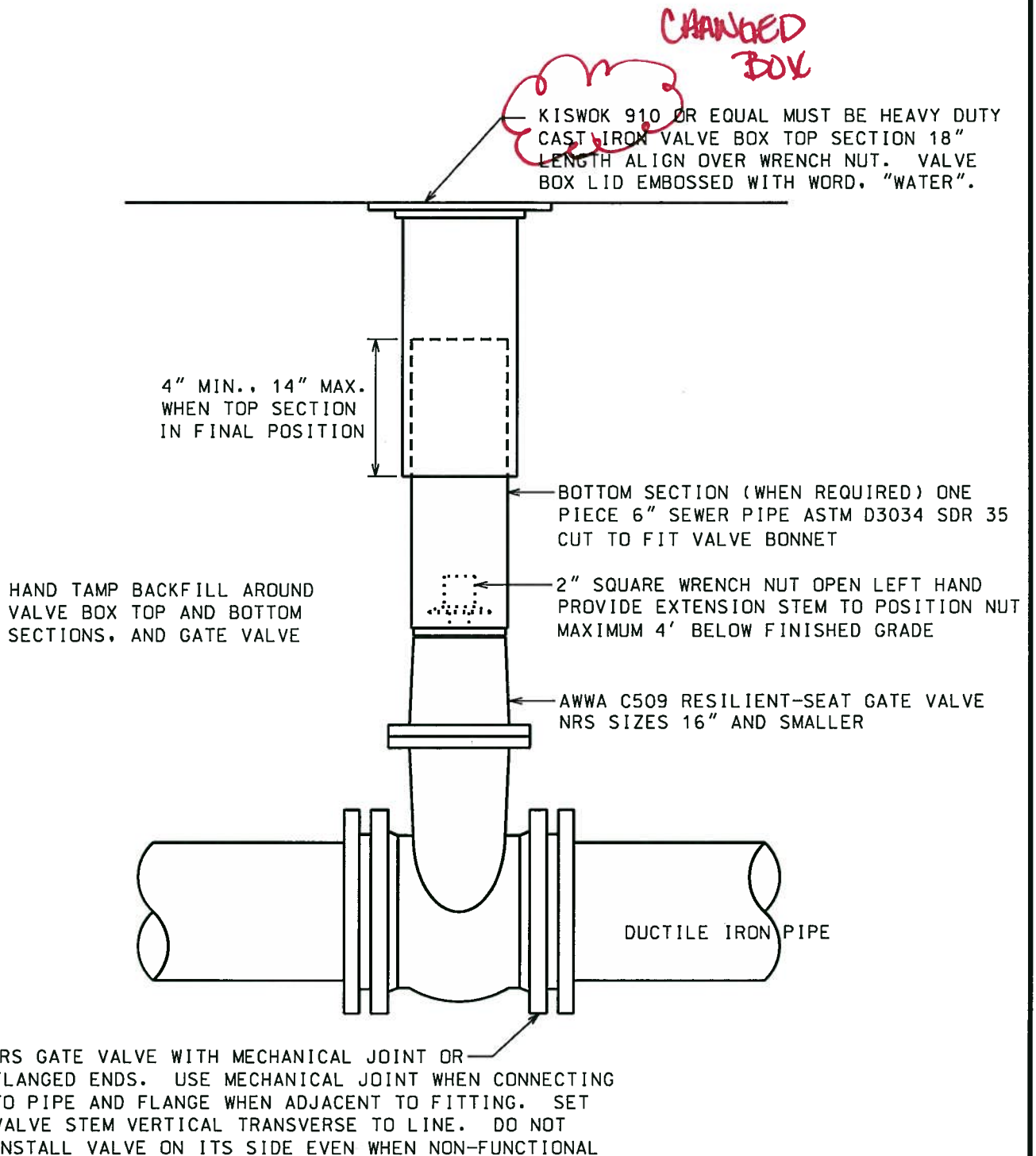
The Contractor will need to call for inspections at these milestones:

- 1. Prior to placement of topsoil.
- 2. Prior to placement of seed mix.
- 3. Prior to placement of erosion control matting.
- 4. Prior to placement of river rock.
- 5. Prior to placement of plants.
- 6. After plants have been installed.

### **323.5.0 Timing**

The facility shall be substantially complete prior to paving.

1. The water quality swale treatment area plantings can be deemed “substantially complete” once active green growth has occurred to an average growth of 3” and plant density is an average of approximately 6 plants (minimum 1-inch plugs or equivalent) per square foot.
2. The facility shall be deemed acceptable to begin the maintenance period when plant growth and density matches the engineer’s design as shown on the approved plans and all other requirements have been met. The engineer must certify the facility to be functional, in accordance with the approved plan design to begin the two-year maintenance period.



**CITY OF  
TUALATIN, OR**

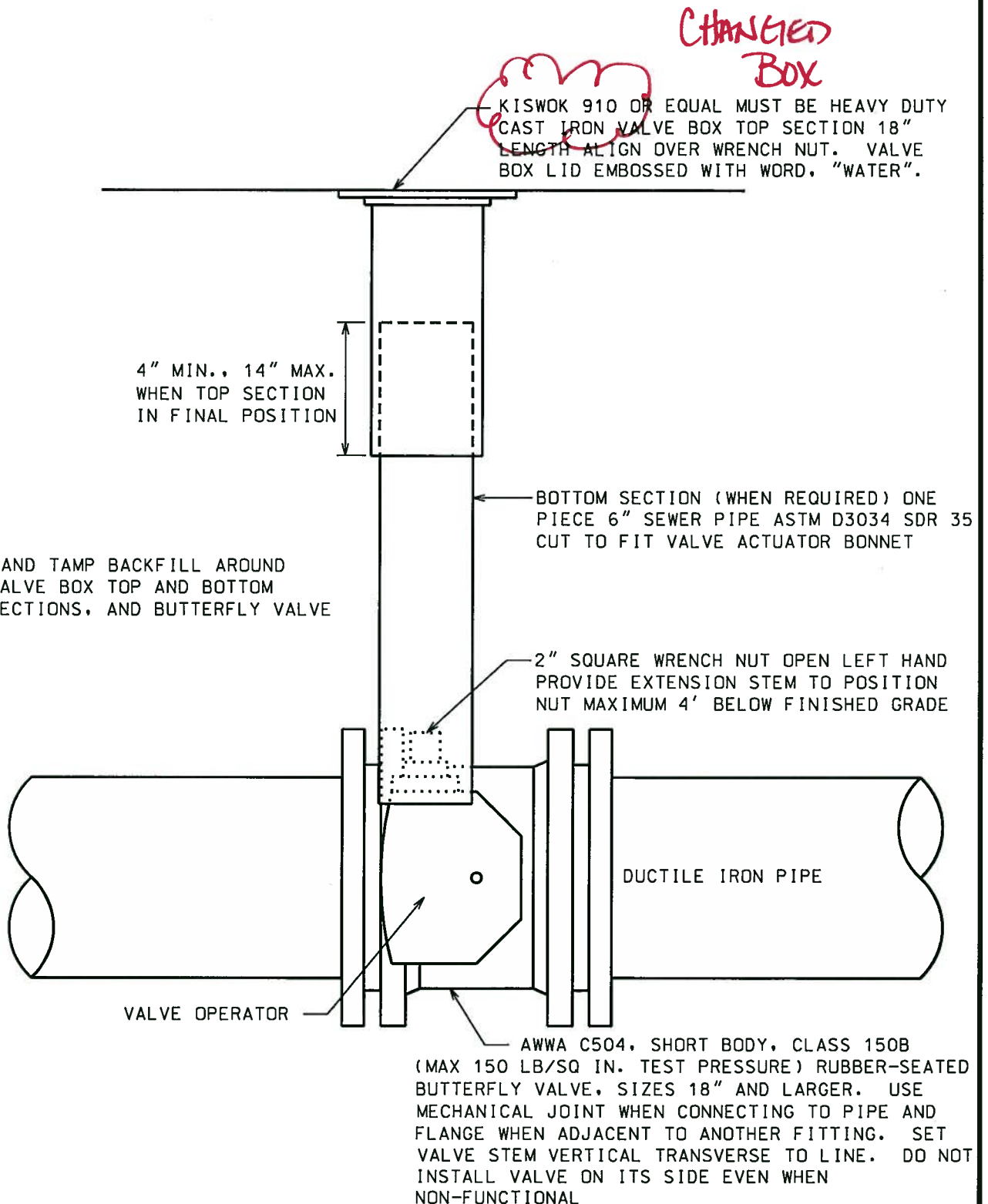
**VALVE  
GATE**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:10

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 600



**CITY OF  
TUALATIN, OR**

**VALVE  
BUTTERFLY**

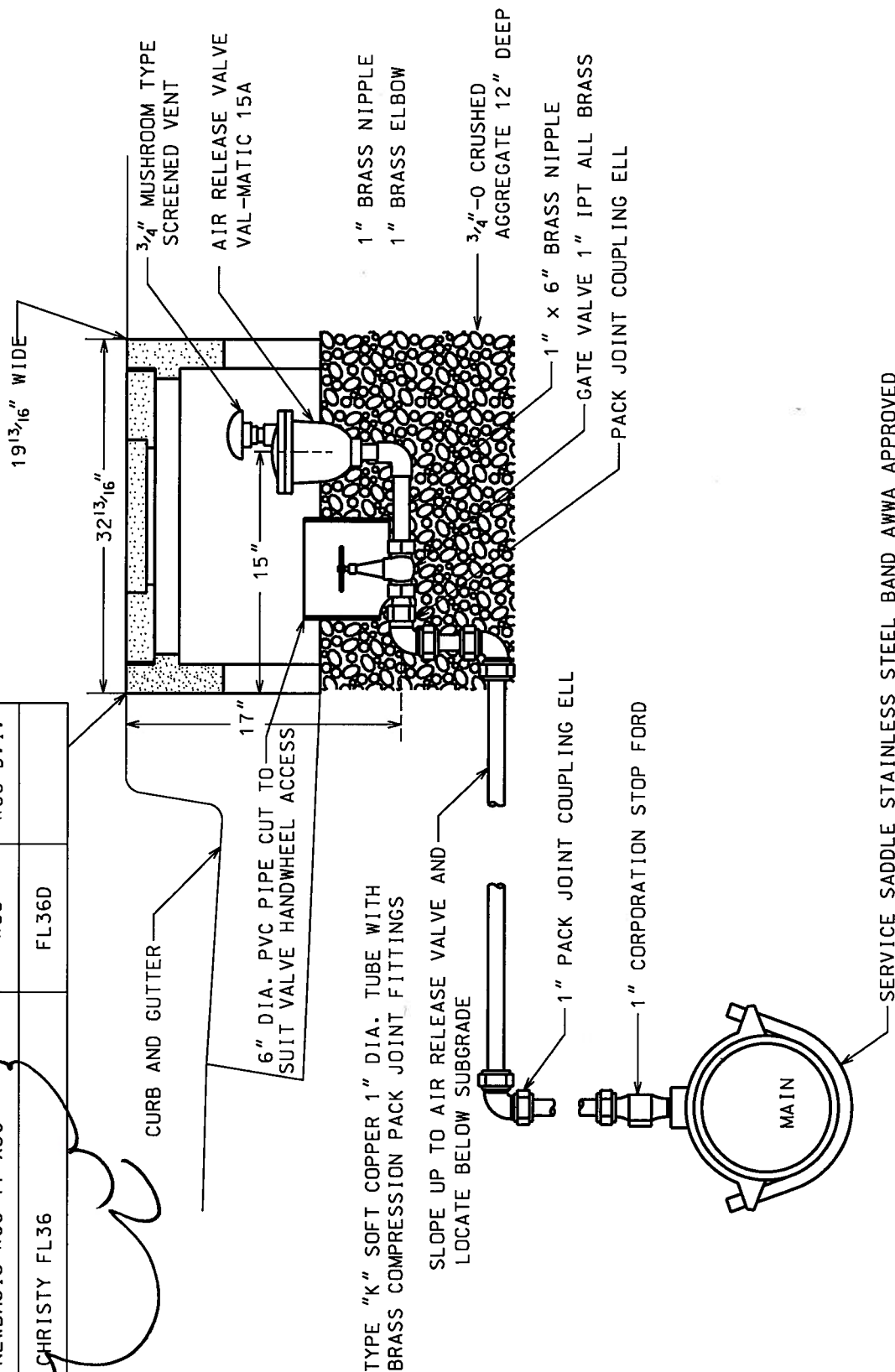
REVISED: 3/2008  
VAL ID: 3/2008

SCALE: 1:10

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 601

METER BOX No.	SIDEWALK	DRIVEWAY
NEWBASIS #66 17"X30"	#66	#66 D.I.
CHRISTY FL36	FL36D	



**NOTE:**

1. FLUSH LINE AFTER CONNECTION TO CORPORATION STOP AND BEFORE CONNECTION TO AIR RELEASE VALVE
2. VALVES AND FITTINGS FROM FORD OR MUELLER SHALL MEET THE REQUIREMENTS OF AWWA C-800



VALVE  
1-INCH AIR RELEASE

REVISED: 3/2008  
VALID: 3/2008

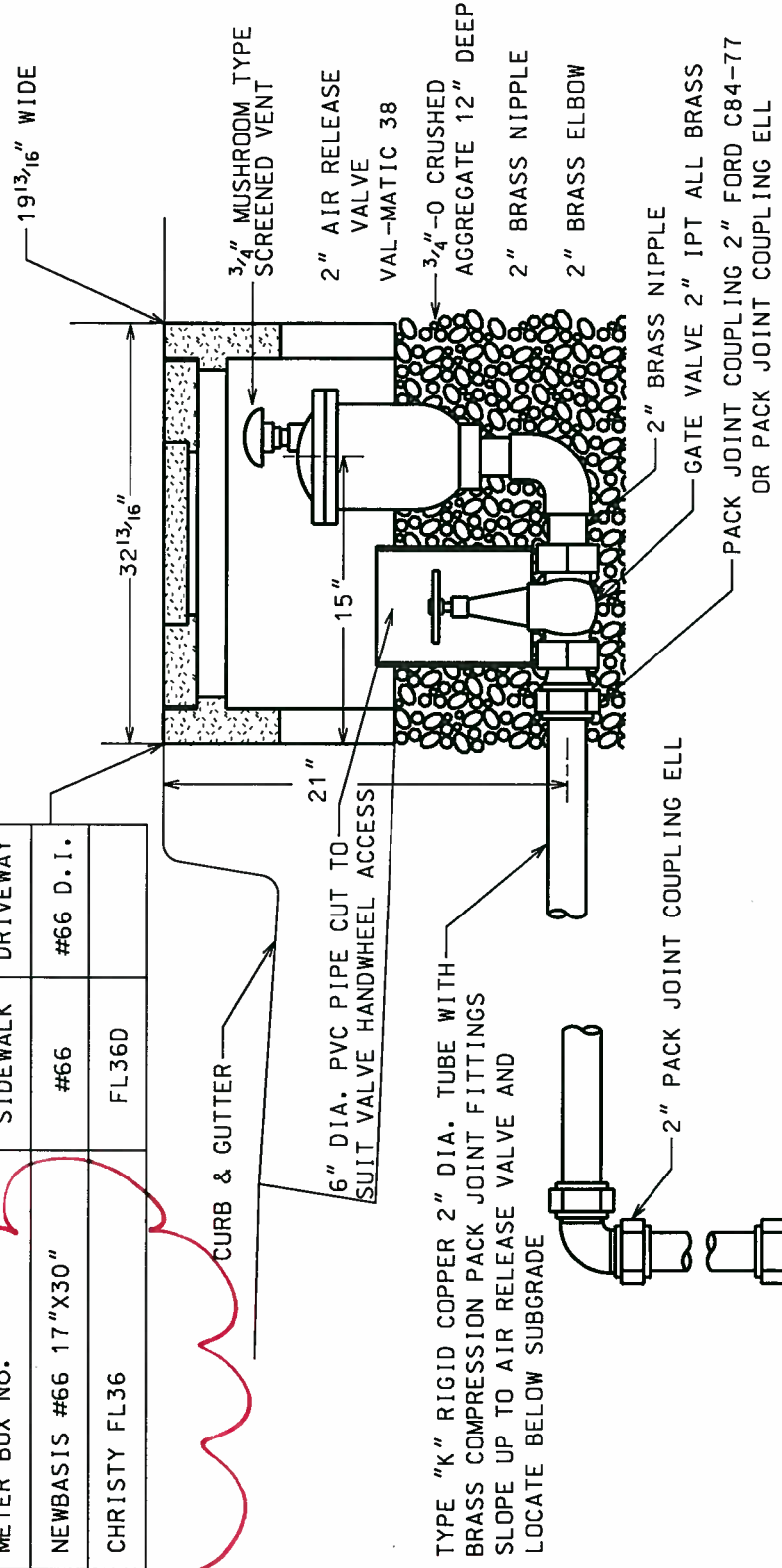
**SCALE: 1:10**

**DRAWN:** S.N.  
**APPROVED:** K.L.H.

DWG NO. 602

CHANGED  
BOX

METER BOX NO.	SIDEWALK	DRIVEWAY
NEWBASIS #66 17"X30"	#66	#66 D.I.
CHRISTY FL36	FL36D	



TYPE "K" RIGID COPPER 2" DIA. TUBE WITH BRASS COMPRESSION PACK JOINT FITTINGS SLOPE UP TO AIR RELEASE VALVE AND LOCATE BELOW SUBGRADE

**NOTE:**

1. FLUSH LINE AFTER CONNECTION TO CORPORATION STOP AND BEFORE CONNECTION TO AIR RELEASE VALVE
2. VALVES & FITTINGS FROM FORD OR MUELLER SHALL MEET THE REQUIREMENTS OF AWWA C-800
3. TO BE USED ONLY ON 18" DIAMETER PIPE OR LARGER.



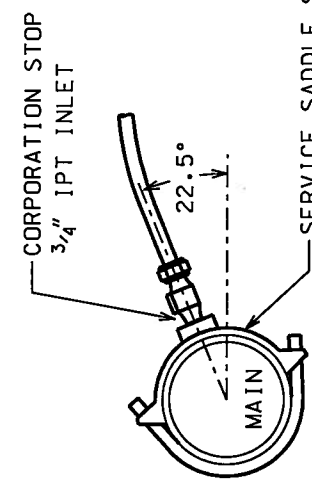
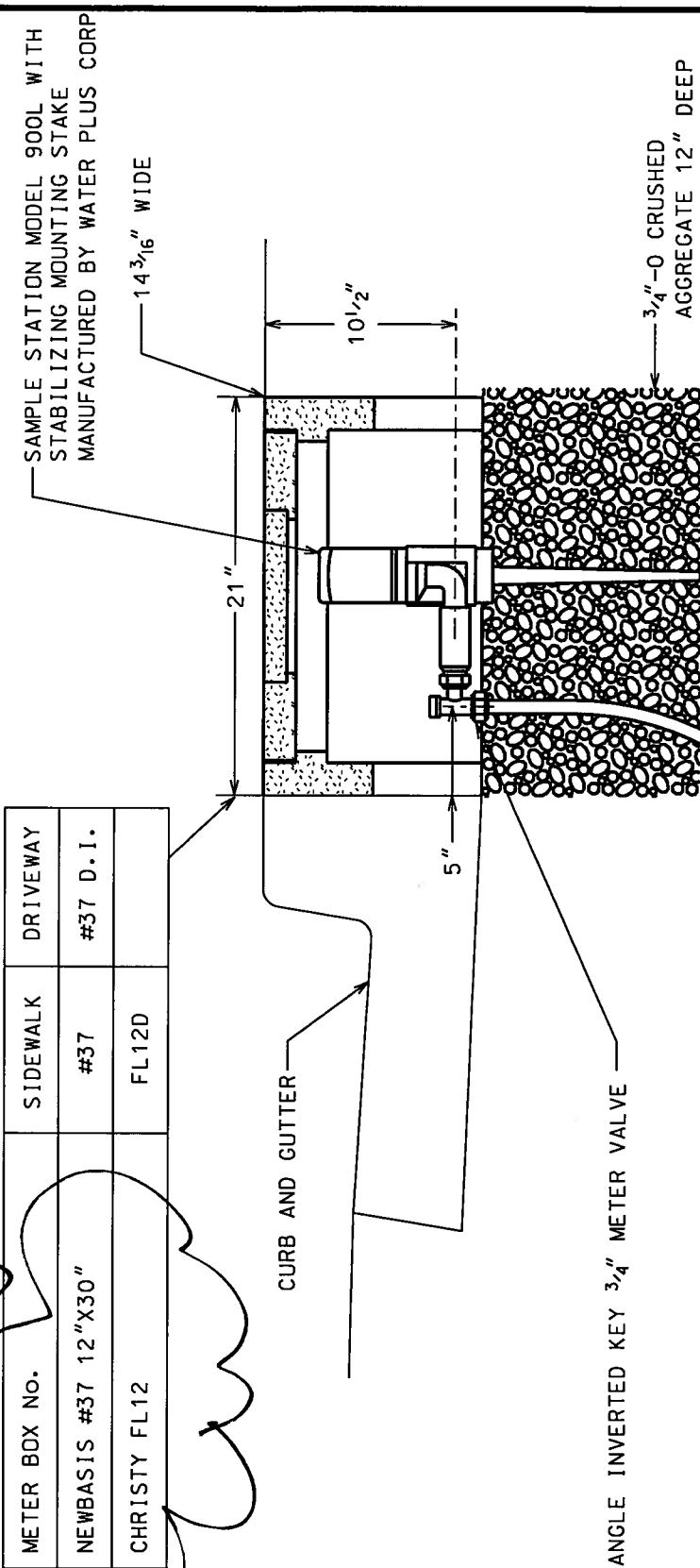
**VALVE  
2-INCH AIR RELEASE**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:10

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 603



**NOTE:**

1. FLUSH LINE AFTER CONNECTION TO CORPORATION STOP AND BEFORE CONNECTION TO SAMPLE STATION
2. VALVES & FITTINGS FROM FORD OR MUELLER. SHALL MEET THE REQUIREMENTS OF AWWA C-800

**CITY OF TUALATIN, OR**

**SAMPLE STATION**

REVISED: 3/2008  
VAL ID: 3/2008

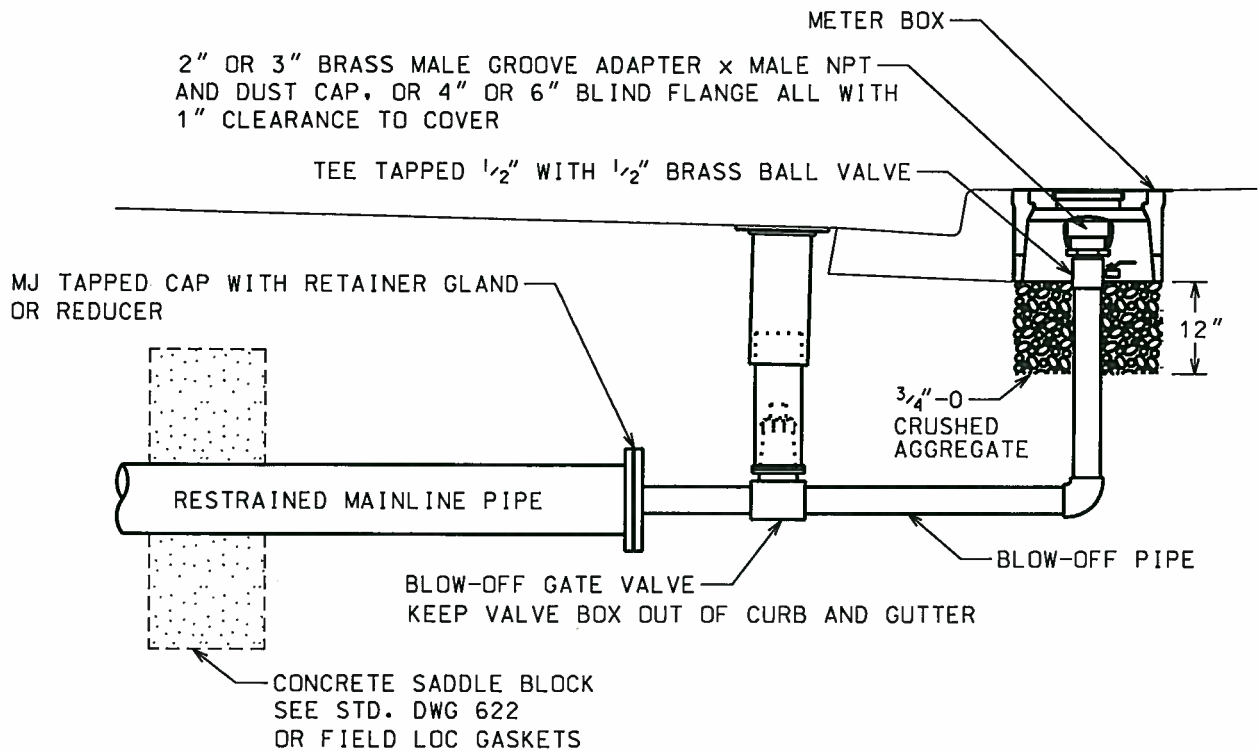
SCALE: 1:10

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 604

CHANGED BOX





MAINLINE	BLOW-OFF			METER BOX EQUIPMENT
	SIZE	PIPE MATERIAL	FITTING TYPE	
4" TO 6"	2"	BRASS	NPT	67-S OR 67-T
8" TO 12"	3"	BRASS	NPT	69-S OR 69-T
14" TO 24"	4"	D.I.	FLANGED	PERMANENT INSTALLATION
LARGER THAN 24"	6"	D.I.	FLANGED	PERMANENT INSTALLATION

#### NOTES:

1. BRASS CAM AND GROOVE ADAPTERS SHALL MEET MII-C-27487F SPECIFICATIONS
2. A PERMANENT INSTALLATION, WHERE THE WATERLINE WILL NOT BE EXTENDED LATER, SHALL CONSIST OF REQUIRED LENGTH OF BURIED RESTRAINED PIPE, AND THE ABOVE ASSEMBLY, ALL RESTRAINED WITH APPROVED RETAINER GLANDS, FIELD-LOCK GASKETS AND NPT THREADS. 4" AND 6" BLOW-OFFS SHALL BE INDIVIDUALLY DESIGNED WITH THE OUTLET ARRANGED TO DISSIPATE ENERGY WITHOUT DAMAGING PROPERTY.
3. BLOW-OFF TO BE IN-LINE HORIZONTALLY WITH MAINLINE PIPE WHERE POSSIBLE
4. MAINLINE WATER VELOCITY SHALL NOT BE LESS THAN 4 FT/SEC

REMOVED NEED FOR THRUST BLOCK



**CITY OF  
TUALATIN, OR**

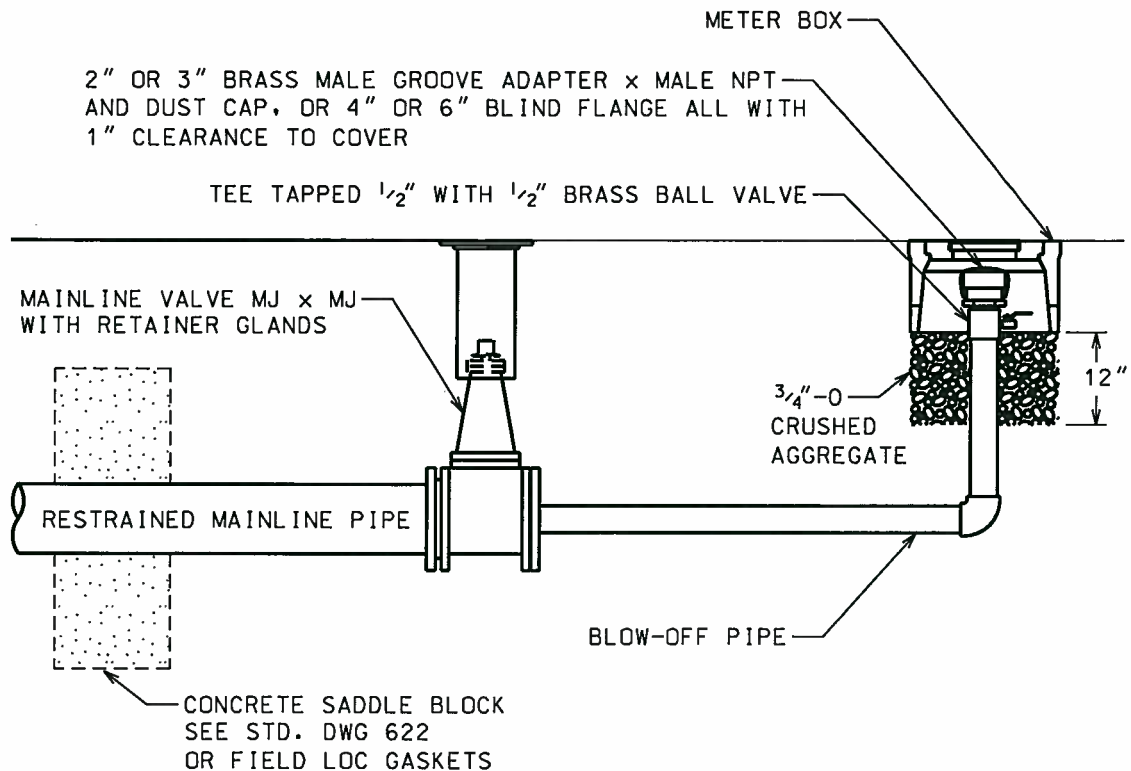
**MAINLINE  
VALVE ASSEMBLY  
PERMANENT BLOW-OFF**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:25

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 605



MAINLINE	BLOW-OFF			METER BOX EQUIPMENT
	SIZE	PIPE MATERIAL	FITTING TYPE	
4" TO 6"	2"	BRASS	NPT	67-S OR 67-T
8" TO 12"	3"	BRASS	NPT	69-S OR 69-T
14" TO 24"	4"	D.I.	FLANGED	
LARGER THAN 24"	6"	D.I.	FLANGED	

**NOTES:**

1. BRASS CAM AND GROOVE ADAPTERS SHALL MEET MII-C-27487F SPECIFICATIONS
2. A TEMPORARY INSTALLATION, WHERE THE WATERLINE IS TO BE EXTENDED LATER, SHALL CONSIST OF A MJxMJ MAINLINE VALVE RESTRAINED BY THE REQUIRED LENGTH OF BURIED RESTRAINING PIPE AND THE ABOVE ASSEMBLY. ALL RESTRAINED WITH APPROVED MJ RETAINER GLANDS, FIELD-LOK GASKETS AND NPT THREADS. 4" AND 6" BLOW-OFFS SHALL BE INDIVIDUALLY DESIGNED WITH AN OUTLET ARRANGED TO DISSIPATE ENERGY WITHOUT DAMAGING PROPERTY.
3. BLOW-OFF TO BE IN-LINE HORIZONTALLY WITH MAINLINE PIPE
4. MAINLINE WATER VELOCITY SHALL NOT BE LESS THAN 4 FT/SEC
5. MINIMUM DISTANCE MAINLINE VALVE TO BARRICADE 3'-0"

*REMOVED NEED FOR THRUST BLOCK.*



**CITY OF  
TUALATIN, OR**

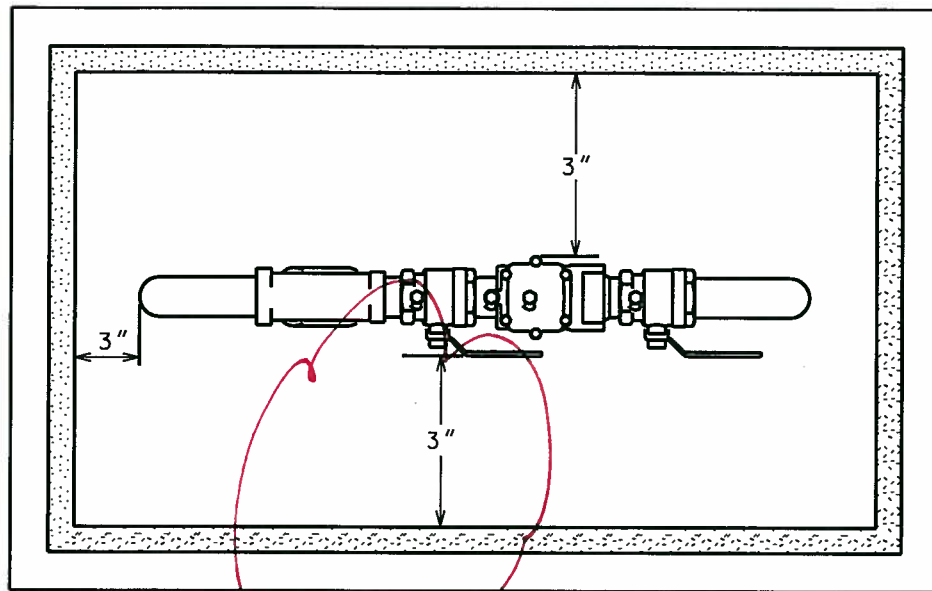
**MAINLINE  
VALVE ASSEMBLY  
TEMPORARY BLOW-OFF**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:25

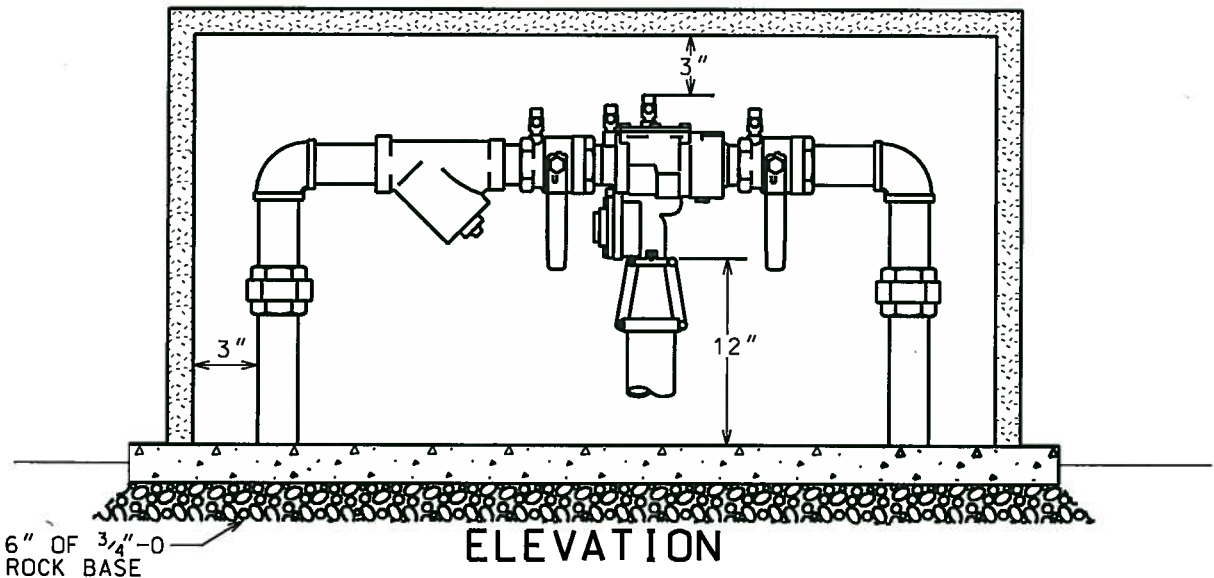
DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 606



PLAN

ADDED DIMENSIONS



ELEVATION

**NOTES:**

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION AND COMPLY WITH OAR 333-61-070 AND AWWA C511. FLUSH SUPPLY LINE BEFORE INSTALLATION
2. ASSEMBLY SHALL BE MOUNTED ABOVE GROUND IN A HEATED, INSULATED AND PROTECTIVE ALUMINUM ENCLOSURE (HOT BOX OR SIMILAR) OR BUILDING, WITH FLOOR LEVEL ABOVE THE 100-YEAR FLOOD ELEVATION. PROVIDE ADEQUATE FLOOR DRAIN DISCHARGE TO DAYLIGHT
3. HEATING SHALL BE DESIGNED TO MAINTAIN A MINIMUM AMBIENT TEMPERATURE OF 40°F WITH AN OUTSIDE TEMPERATURE OF -10°F AND WIND SPEED OF 20 MPH
4. CLEARANCES SHOWN ARE MINIMUM.
5. ELECTRICAL EQUIPMENT AND INSTALLATION SHALL MEET ALL RELEVANT CODES
6. PROVIDE CERTIFIED TEST REPORT UPON COMPLETION TO INSPECTOR



**CITY OF  
TUALATIN, OR**

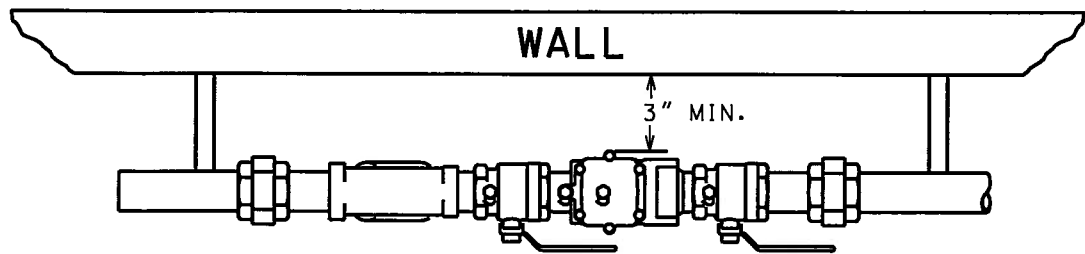
**REDUCED PRESSURE  
BACKFLOW ASSEMBLY  
3/4" THRU 2"**

REVISED: 3/2008  
VALID: 3/2008

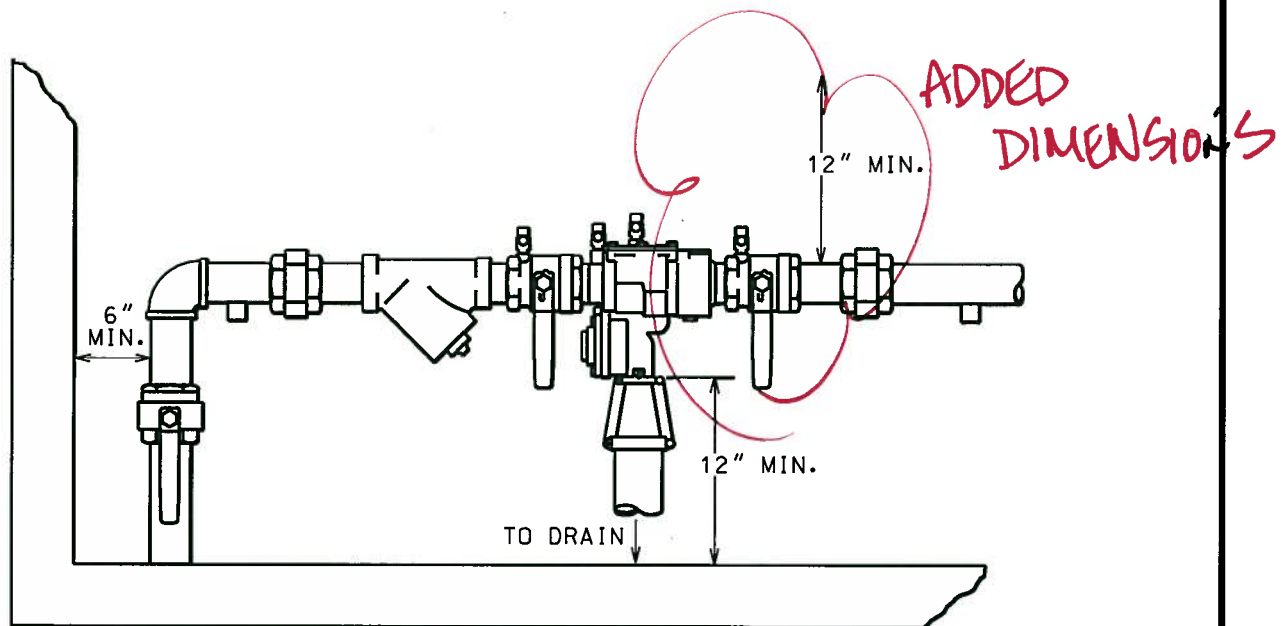
SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 607



PLAN



ELEVATION

**NOTES:**

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION AND COMPLY WITH OAR 333-61-070 AND AWWA C511. FLUSH SUPPLY LINE BEFORE INSTALLATION
2. ASSEMBLY SHALL BE MOUNTED ABOVE GROUND IN A BUILDING, WITH FLOOR LEVEL ABOVE THE 100-YEAR FLOOD ELEVATION. PROVIDE ADEQUATE FLOOR DRAIN DISCHARGE TO DAYLIGHT
3. HEATING SHALL BE DESIGNED TO MAINTAIN A MINIMUM AMBIENT TEMPERATURE OF 40°F WITH AN OUTSIDE TEMPERATURE OF -10°F AND WIND SPEED OF 20 MPH
4. CLEARANCES SHOWN ARE MINIMUM.
5. ELECTRICAL EQUIPMENT AND INSTALLATION SHALL MEET ALL RELEVANT CODES
6. PROVIDE CERTIFIED TEST REPORT UPON COMPLETION TO INSPECTOR



**CITY OF  
TUALATIN, OR**

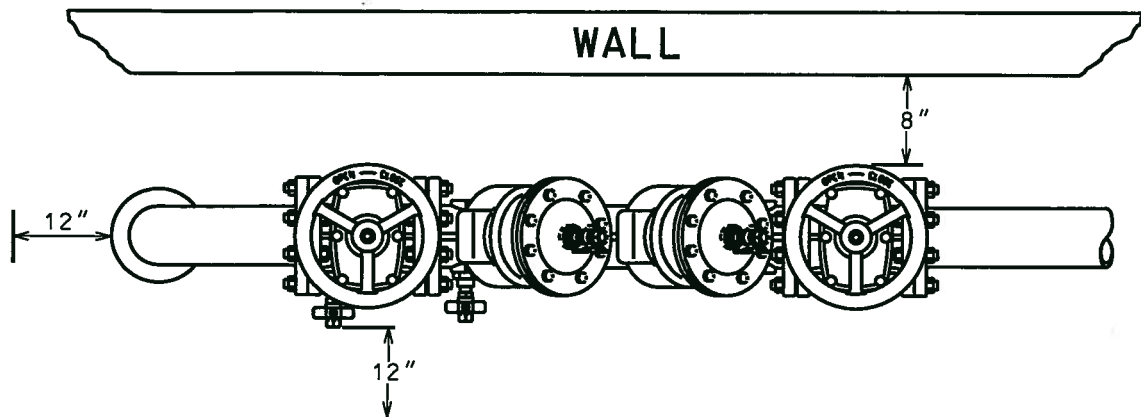
**REDUCED PRESSURE  
BACKFLOW ASSEMBLY  
3/4" THRU 2"**

REVISED: 3/2008  
VALID: 3/2008

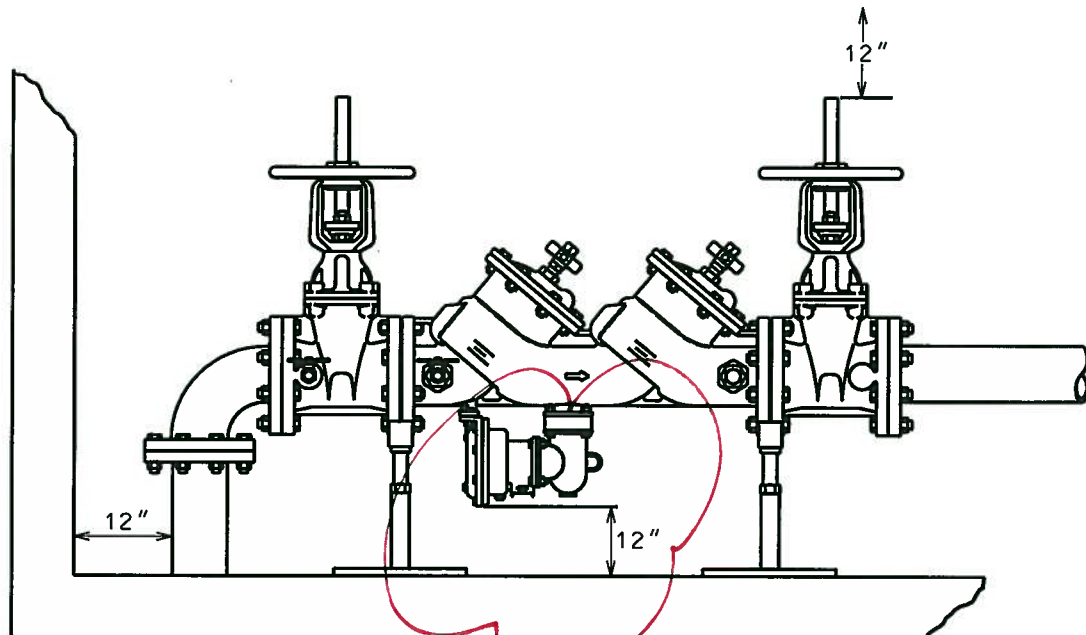
SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 608



PLAN



ELEVATION *ADDED DIMENSIONS*

**NOTES:**

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION AND COMPLY WITH OAR 333-61-070 AND AWWA C511. FLUSH SUPPLY LINE BEFORE INSTALLATION
2. ASSEMBLY SHALL BE MOUNTED ABOVE GROUND IN A BUILDING, WITH FLOOR LEVEL ABOVE THE 100-YEAR FLOOD ELEVATION. PROVIDE ADEQUATE FLOOR DRAIN DISCHARGE TO DAYLIGHT
3. HEATING SHALL BE DESIGNED TO MAINTAIN A MINIMUM AMBIENT TEMPERATURE OF 40°F WITH AN OUTSIDE TEMPERATURE OF -10°F AND WIND SPEED OF 20 MPH
4. CLEARANCES SHOWN ARE MINIMUM.
5. ELECTRICAL EQUIPMENT AND INSTALLATION SHALL MEET ALL RELEVANT CODES
6. PROVIDE CERTIFIED TEST REPORT UPON COMPLETION TO INSPECTOR



**CITY OF  
TUALATIN, OR**

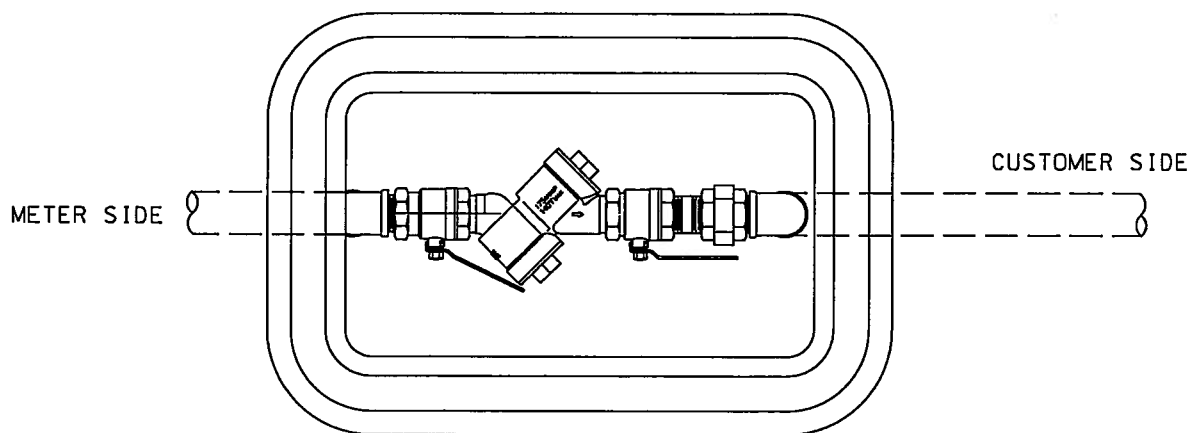
**REDUCED PRESSURE  
BACKFLOW ASSEMBLY  
2 1/2" THRU 10"**

REVISED: 3/2008  
VALID: 3/2008

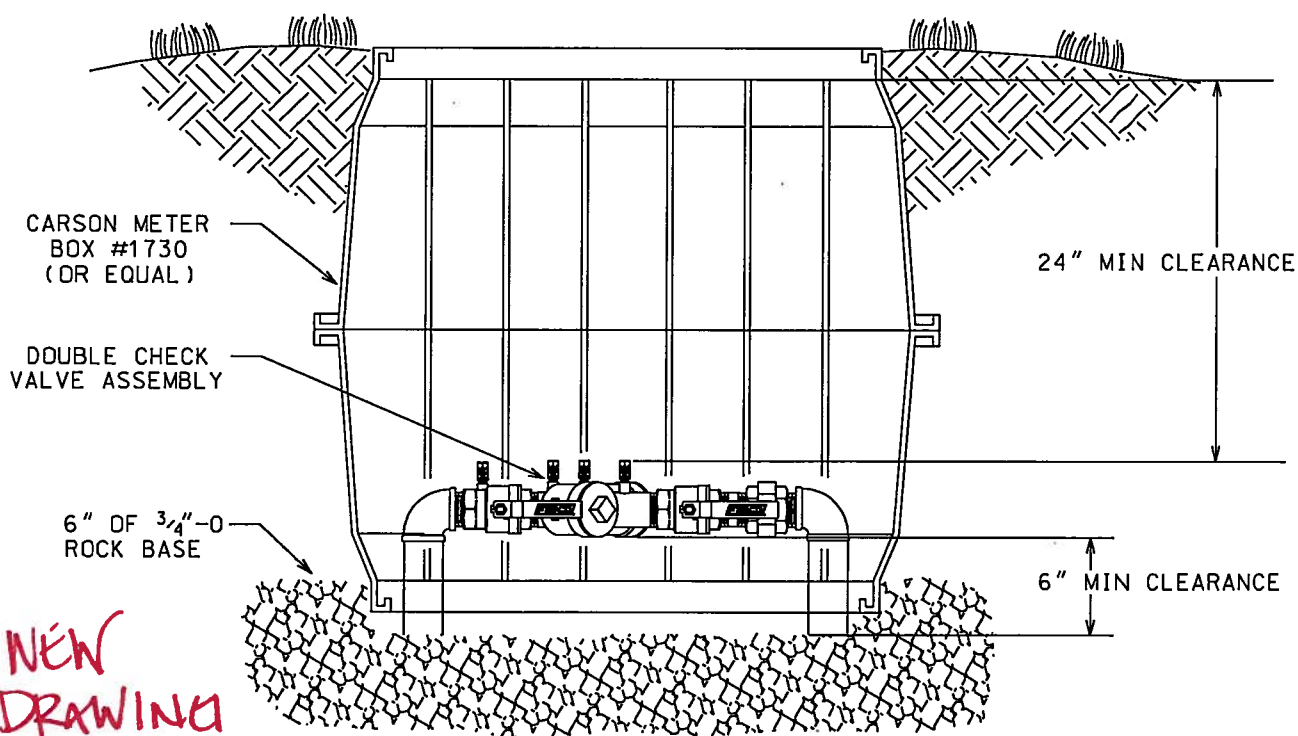
SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 609



PLAN



ELEVATION

NOTE:

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION WITH TWO INTEGRAL BALL VALVES AND INSTALLED WITH UNIONS AT BOTH ENDS AND PLUGS IN TEST COCKS
2. INSTALL BELOW GROUND IN A CARSON BROOKS, AMETEK OR SIMILAR ENCLOSURE. MAY ALSO BE MOUNTED ABOVE GROUND IN A HEATED INSULATED PROTECTIVE ENCLOSURE OR BUILDING
3. PROVIDE DEVICE CLEARANCES AS FOLLOWS: TOP 24", ENDS 3", BOTTOM AND SIDES 6"
4. SHALL BE TESTED AND APPROVED BY A CERTIFIED TESTER AND A COPY OF THE REPORT PROVIDED TO THE BACKFLOW INSPECTOR, TUALATIN CITY OPERATIONS DEPARTMENT
5. FLUSH LINE FROM METER BEFORE INSTALLATION OF BACKFLOW ASSEMBLY.



**CITY OF  
TUALATIN, OR**

**DOUBLE CHECK  
BACKFLOW ASSEMBLY  
1½" THRU 2½"**

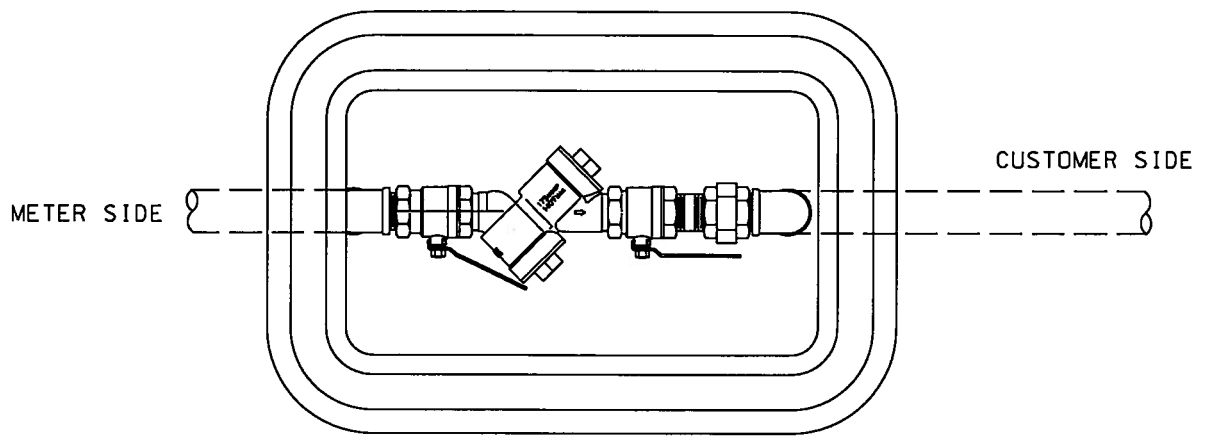
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VALID: 3/2008

SCALE: 1:10

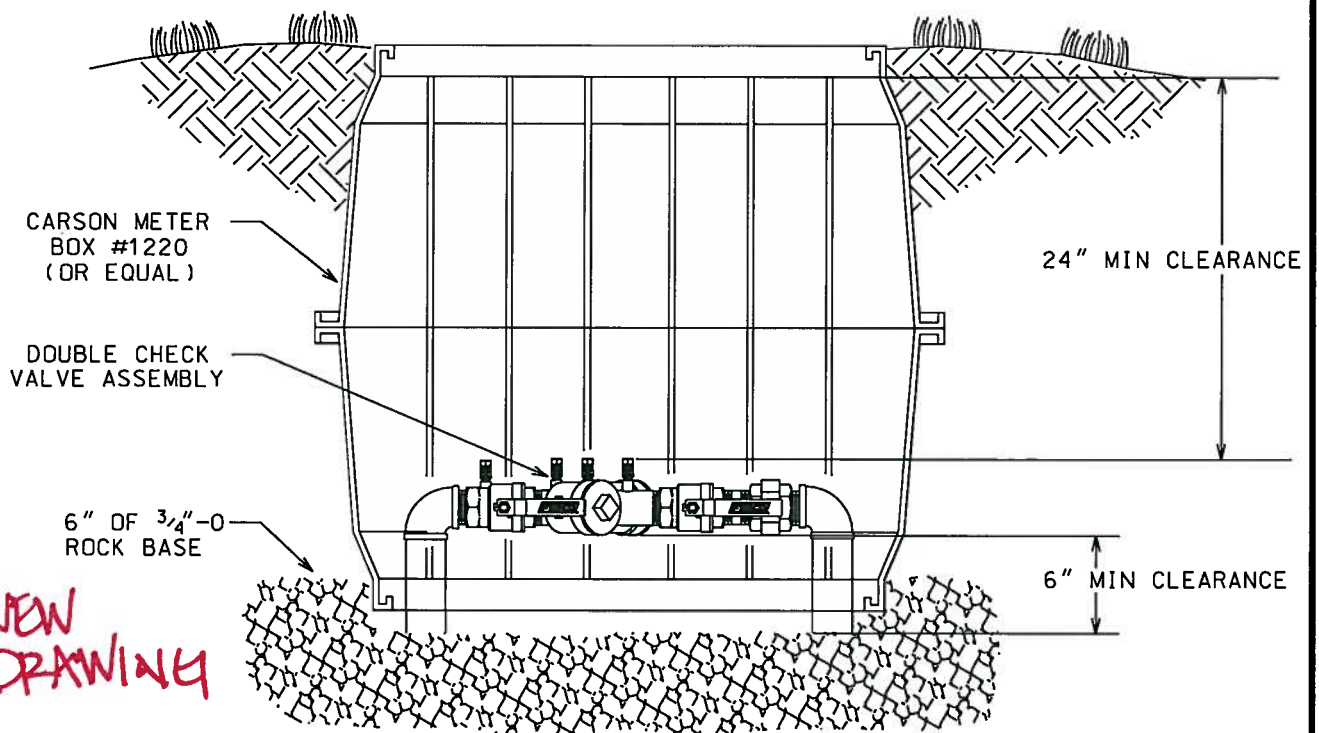
DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 611





PLAN



ELEVATION

NOTE:

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION WITH TWO INTEGRAL BALL VALVES AND INSTALLED WITH UNIONS AT BOTH ENDS AND PLUGS IN TEST COCKS
2. INSTALL BELOW GROUND IN A CARSON BROOKS, AMETEK OR SIMILAR ENCLOSURE. MAY ALSO BE MOUNTED ABOVE GROUND IN A HEATED INSULATED PROTECTIVE ENCLOSURE OR BUILDING
3. PROVIDE DEVICE CLEARANCES AS FOLLOWS: TOP 24", ENDS 3", BOTTOM AND SIDES 6"
4. SHALL BE TESTED AND APPROVED BY A CERTIFIED TESTER AND A COPY OF THE REPORT PROVIDED TO THE BACKFLOW INSPECTOR, TUALATIN CITY OPERATIONS DEPARTMENT
5. FLUSH LINE FROM METER BEFORE INSTALLATION OF BACKFLOW ASSEMBLY.



**CITY OF  
TUALATIN, OR**

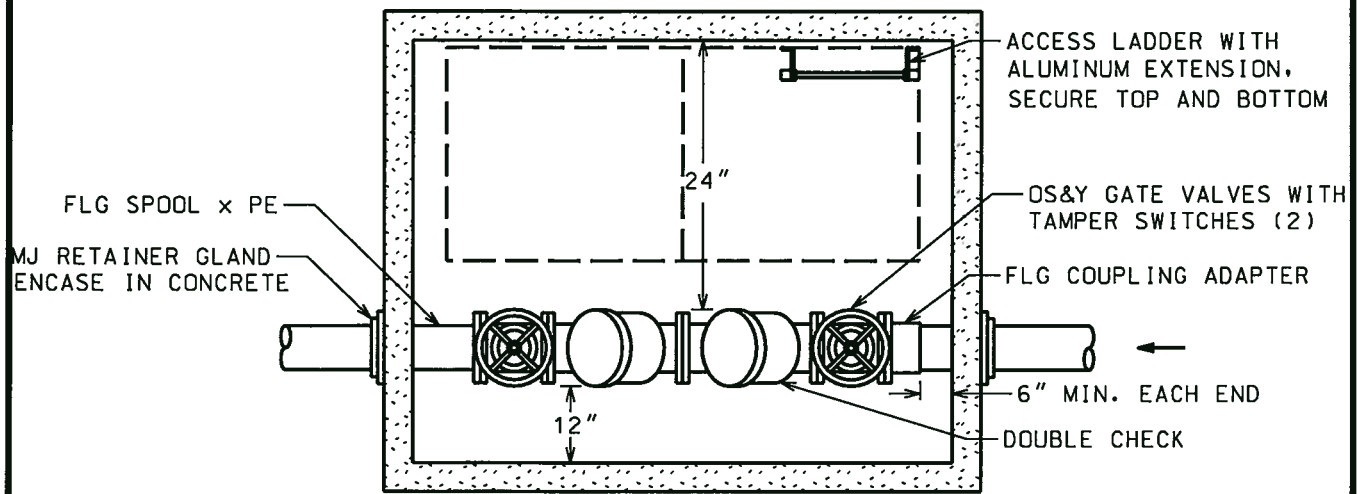
**DOUBLE CHECK  
BACKFLOW ASSEMBLY  
3/4" THRU 1"**

REVISED: 3/2008  
VAL ID: 3/2008

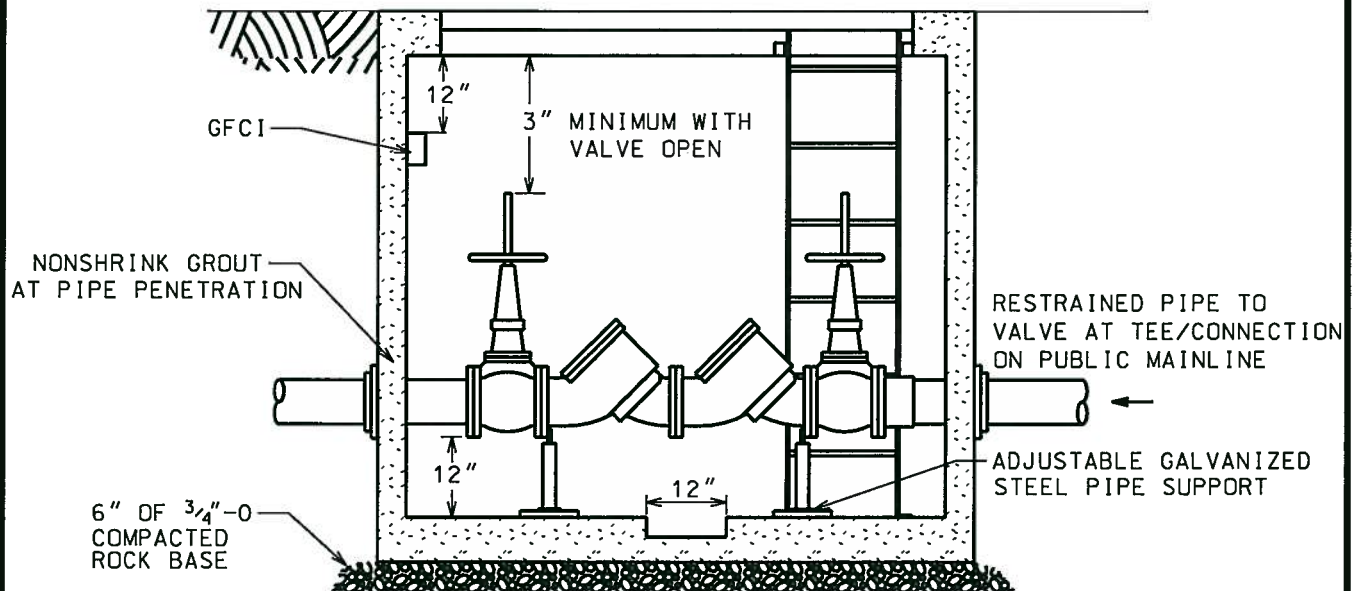
SCALE: 1:10

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 612



PLAN



ELEVATION

NOTES:

1. USE DUCTILE IRON PIPE THROUGH VAULT
2. PLUGS SHALL BE INSTALLED IN TEST COCKS.
3. ASSEMBLY MAY ALSO BE MOUNTED ABOVE GROUND IN AN INSULATED PROTECTIVE ENCLOSURE OR BUILDING.
4. CHECK VAULT FLOTATION AND CORRECT IF NECESSARY.
5. INSTALLATION AND BACKFLOW ASSEMBLY SHALL COMPLY WITH AWWA C510 AND OAR 333-61-070.
6. PROVIDE SUMP PUMP WITH DIAPHRAGM OR VERTICAL FLOAT SWITCH AND 1" PVC CHECK VALVE AND PIPE DISCHARGE TO DAYLIGHT. SUPPLY POWER THRU GFCI INTERNAL WALL MOUNT 12" BELOW CEILING.
7. IF BACKFLOW DEVICE IS INSTALLED INSIDE BUILDING, AN ISOLATION VALVE SHALL BE INSTALLED AT THE PROPERTY LINE.

PIPE SIZE	UTILITY VAULT	COVER OFFSET
3"	577-WA	2-332P
4"	577-WA	2-332P
6"	577-WA	2-332P
8"	687-WA	2-332P
10"	5106-WA	3-332P



**CITY OF  
TUALATIN, OR**

**DOUBLE CHECK  
BACKFLOW ASSEMBLY  
3" THRU 10"**

REVISED: 3/2008  
VALID: 3/2008

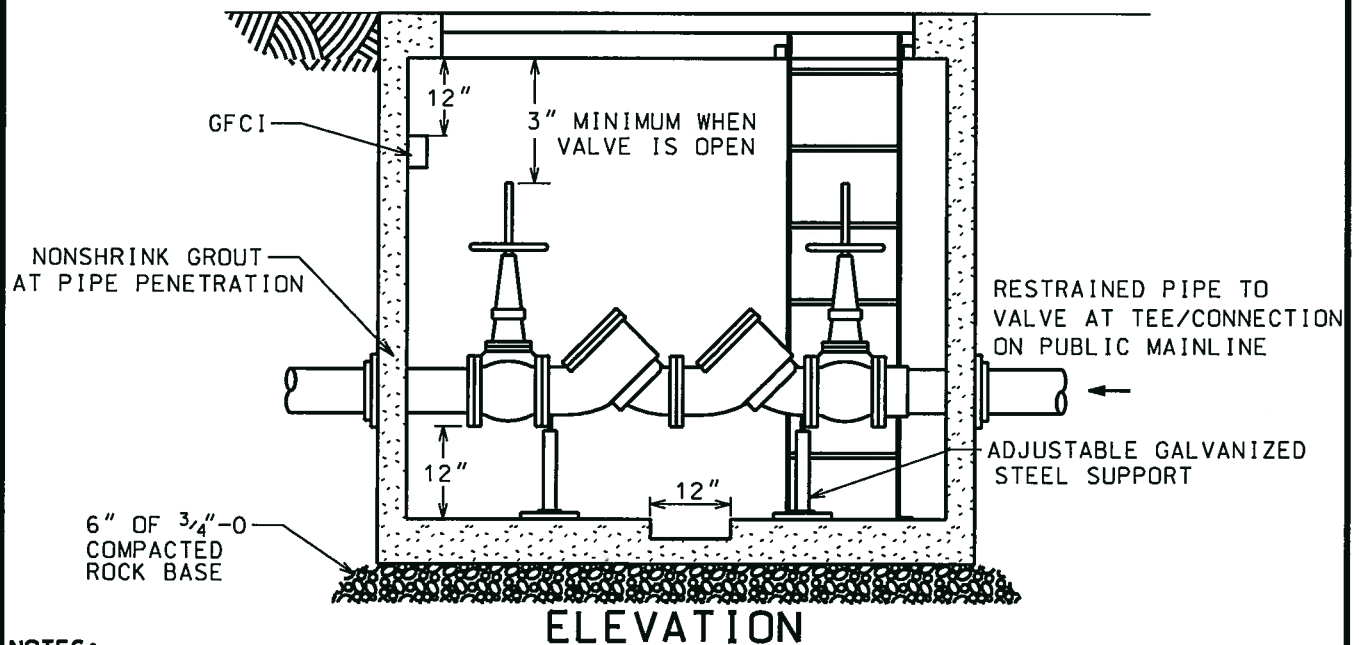
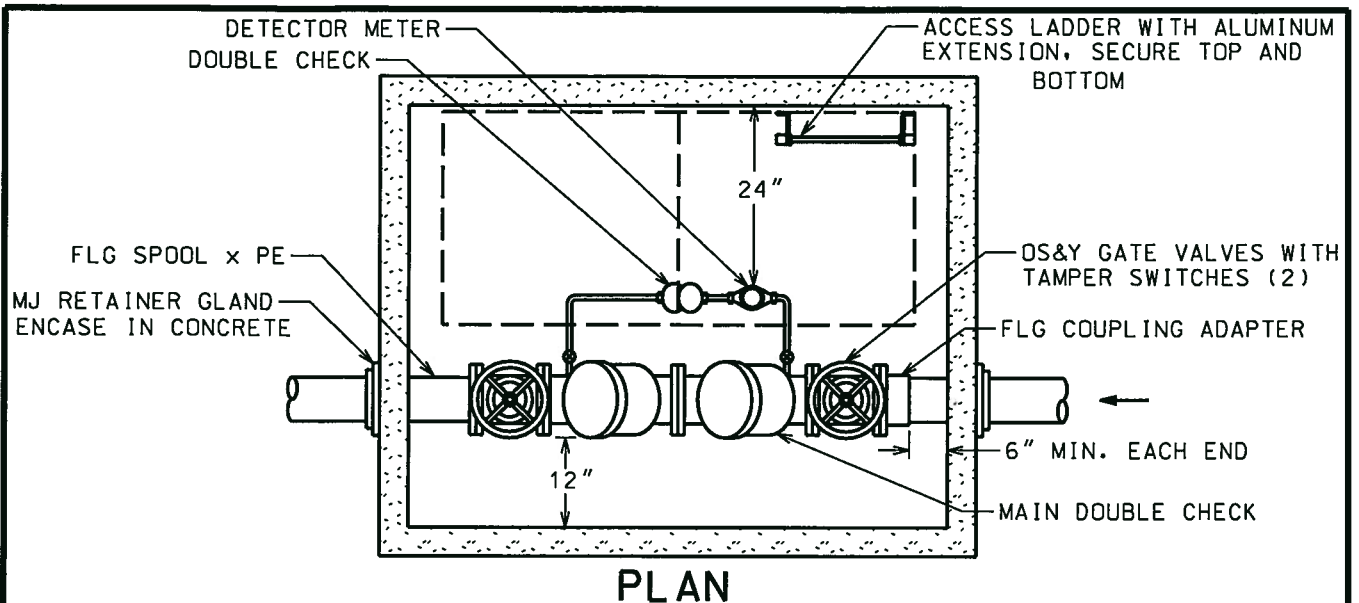
SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 613

ADDED  
REQT





**NOTES:**

1. USE DUCTILE IRON PIPE THROUGH VAULT
2. PLUGS SHALL BE INSTALLED IN TEST COCKS.
3. ASSEMBLY MAY ALSO BE MOUNTED ABOVE GROUND IN AN INSULATED PROTECTIVE ENCLOSURE OR BUILDING.
4. CHECK VAULT FLOTATION AND CORRECT IF NECESSARY.
5. INSTALLATION AND BACKFLOW ASSEMBLY SHALL COMPLY WITH AWWA C510 AND OAR 333-61-070.
6. PROVIDE SUMP PUMP WITH DIAPHRAGM OR VERTICAL FLOAT SWITCH AND 1" PVC CHECK VALVE AND PIPE DISCHARGE TO DAYLIGHT. SUPPLY POWER THRU GFCI INTERNAL WALL MOUNT 18" BELOW CEILING.
7. IF BACKFLOW DEVICE IS INSTALLED INSIDE BUILDING, AN ISOLATION VALVE SHALL BE INSTALLED AT THE PROPERTY LINE.

PIPE SIZE	UTILITY VAULT	COVER OFFSET
4"	676-WA	2-332P
6"	676-WA	2-332P
8"	687-WA	2-332P
10"	5106-WA	3-332P



**CITY OF  
TUALATIN, OR**

**DOUBLE CHECK DETECTOR  
FIRE PROTECTION  
WITHOUT FDC**

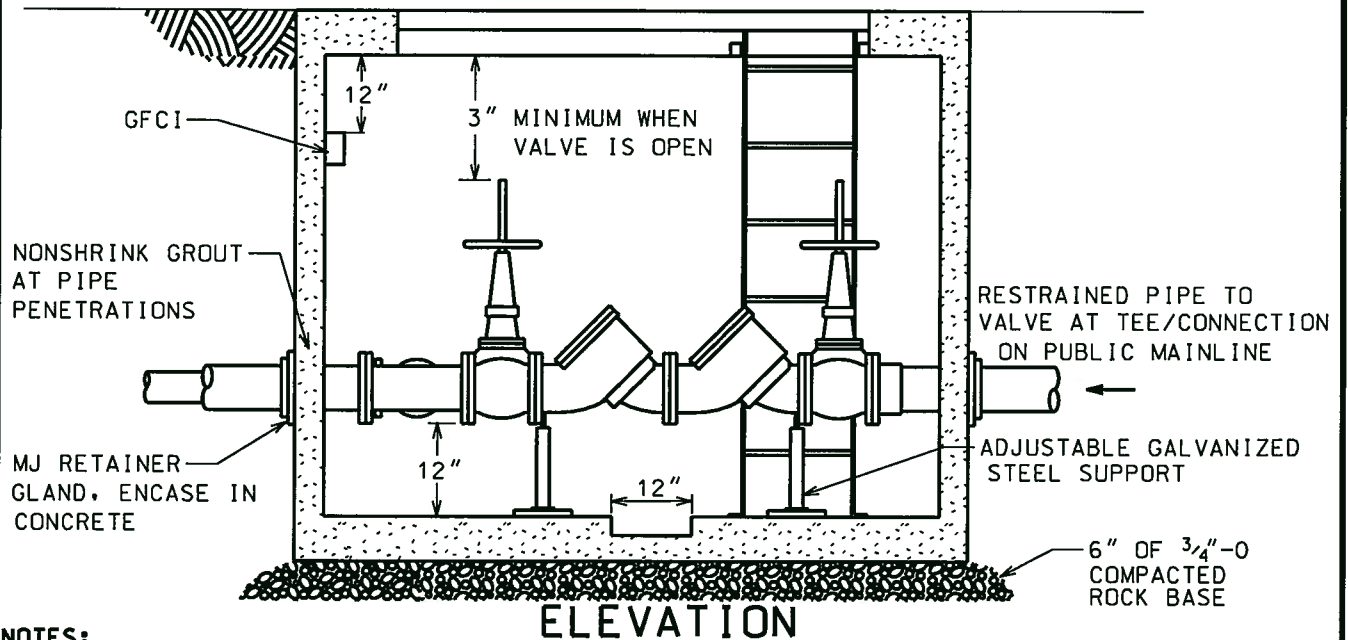
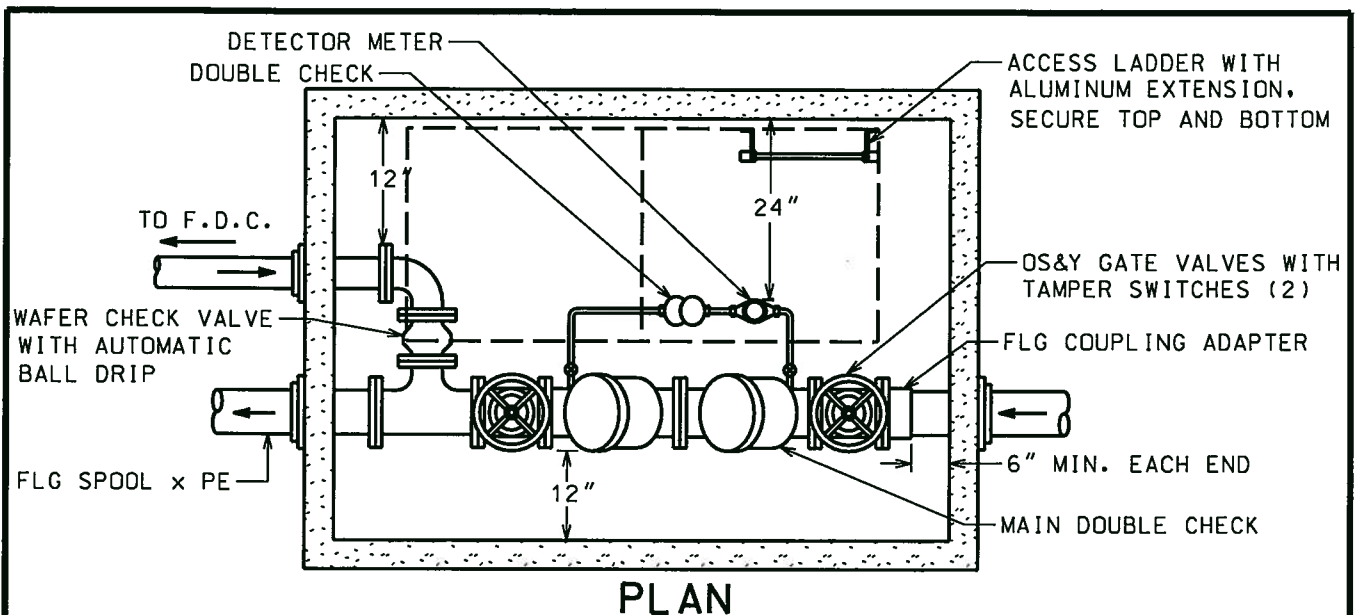
REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 614

ADDED  
REQ



**NOTES:**

1. USE DUCTILE IRON PIPE THROUGH VAULT
2. PLUGS SHALL BE INSTALLED IN TEST COCKS.
3. ASSEMBLY MAY ALSO BE MOUNTED ABOVE GROUND IN AN INSULATED PROTECTIVE ENCLOSURE OR BUILDING.
4. CHECK VAULT FLOTATION AND CORRECT IF NECESSARY.
5. INSTALLATION AND BACKFLOW ASSEMBLY SHALL COMPLY WITH AWWA C510 AND DAR 333-61-070.
6. PROVIDE SUMP PUMP WITH DIAPHRAGM OR VERTICAL FLOAT SWITCH AND 1" PVC CHECK VALVE AND PIPE DISCHARGE TO DAYLIGHT. SUPPLY POWER THRU GFCI INTERNAL WALL MOUNT 12" BELOW CEILING.
7. IF BACKFLOW DEVICE IS INSTALLED INSIDE BUILDING, AN ISOLATION VALVE SHALL BE INSTALLED AT THE PROPERTY LINE.

PIPE SIZE	UTILITY VAULT	COVER OFFSET
4"	676-WA	2-332P
6"	687-WA	2-332P
8"	5106-WA	2-332P
10"	5106-WA	3-332P



**CITY OF  
TUALATIN, OR**

**DOUBLE CHECK DETECTOR  
FIRE PROTECTION  
WITH FDC CONNECTION**

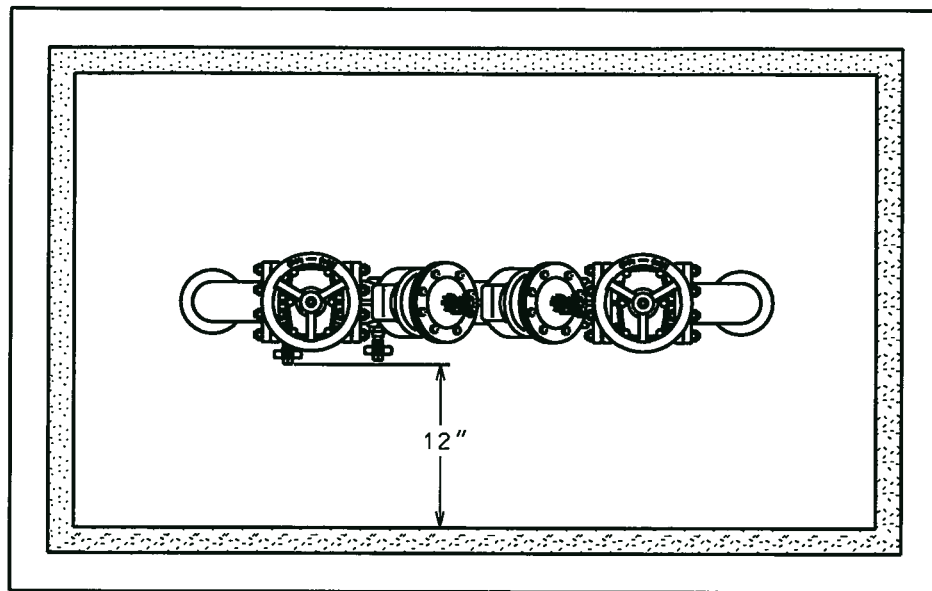
REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

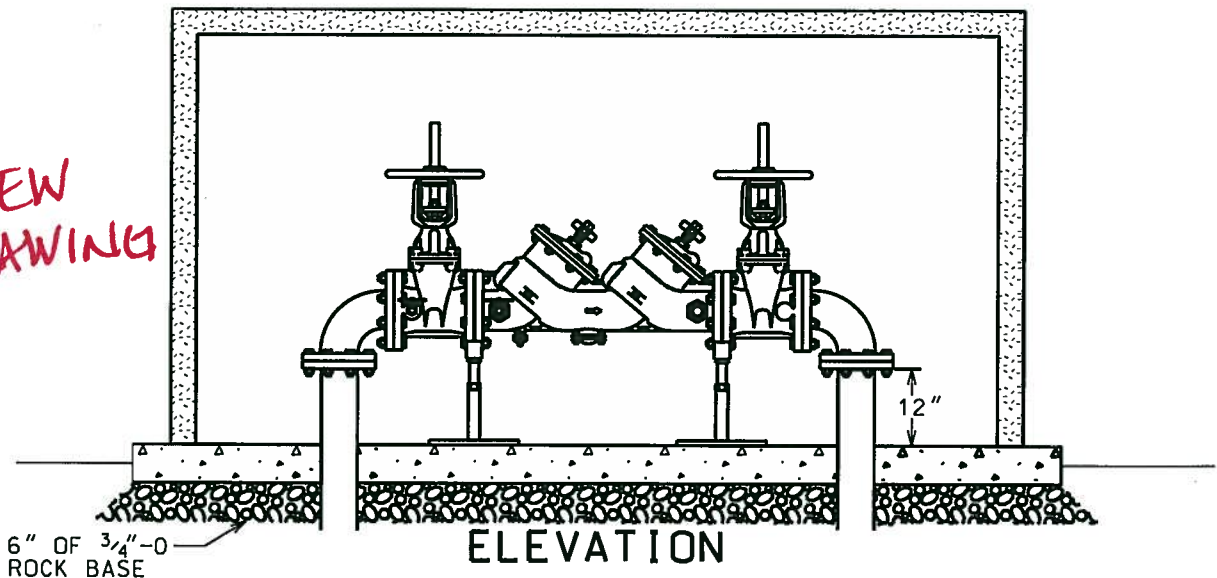
DWG NO. **615**

ADDED  
REQ'T



PLAN

NEW  
DRAWING



**NOTES:**

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION AND COMPLY WITH OAR 333-61-070 AND AWWA C511. FLUSH SUPPLY LINE BEFORE INSTALLATION
2. ASSEMBLY SHALL BE MOUNTED ABOVE GROUND IN A HEATED, INSULATED AND PROTECTIVE ALUMINUM ENCLOSURE (HOT BOX OR SIMILAR) OR BUILDING, WITH FLOOR LEVEL ABOVE THE 100-YEAR FLOOD ELEVATION. PROVIDE ADEQUATE FLOOR DRAIN DISCHARGE TO DAYLIGHT
3. HEATING SHALL BE DESIGNED TO MAINTAIN A MINIMUM AMBIENT TEMPERATURE OF 40°F WITH AN OUTSIDE TEMPERATURE OF -10°F AND WIND SPEED OF 20 MPH
4. CLEARANCES SHOWN ARE MINIMUM. PROVIDE RESTRAINED PIPING SYSTEM THRU ENCLOSURE
5. ELECTRICAL EQUIPMENT AND INSTALLATION SHALL MEET ALL RELEVANT CODES
6. PROVIDE CERTIFIED TEST REPORT UPON COMPLETION TO INSPECTOR



**CITY OF  
TUALATIN, OR**

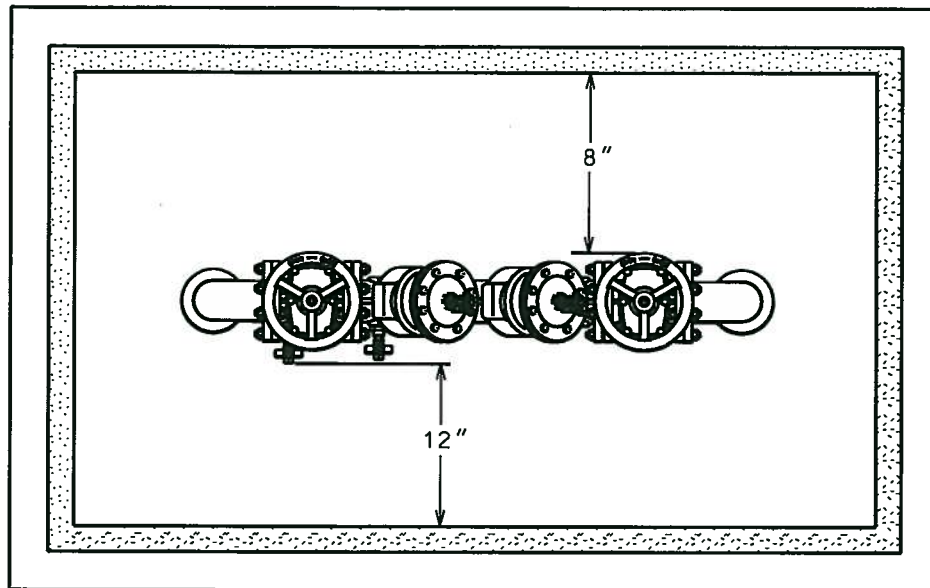
**DOUBLE CHECK VALVE  
ASSEMBLY INSIDE BLDG.  
3/4" THRU 2"**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:30

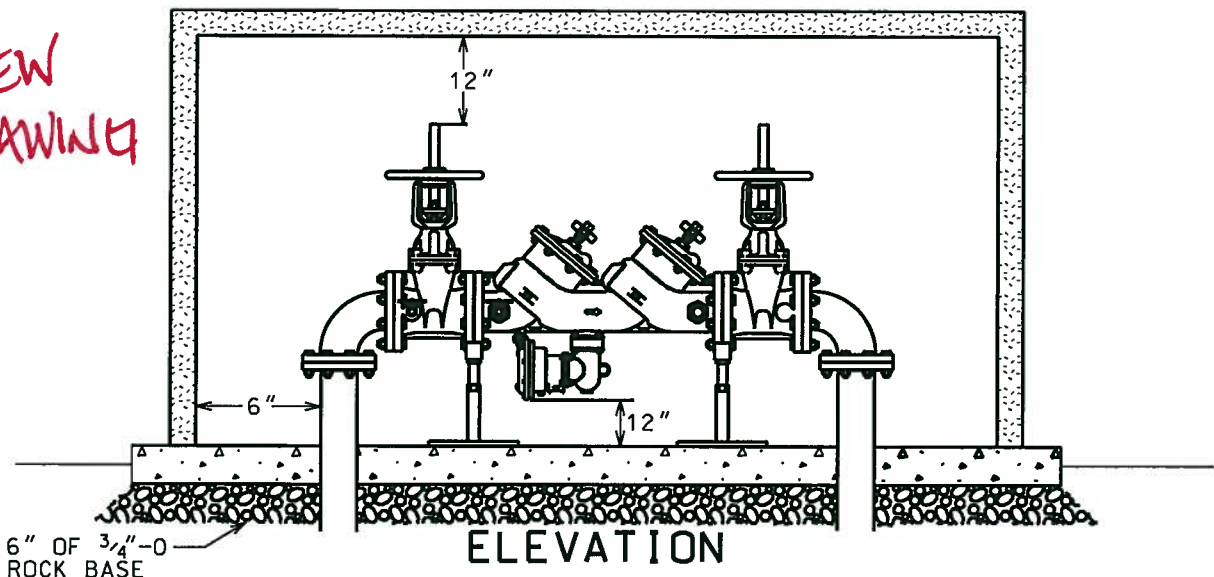
DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 616



PLAN

NEW  
DRAWING



ELEVATION

**NOTES:**

1. BACKFLOW ASSEMBLY TO BE APPROVED BY THE OREGON STATE HEALTH DIVISION AND COMPLY WITH OAR 333-61-070 AND AWWA C511. FLUSH SUPPLY LINE BEFORE INSTALLATION
2. ASSEMBLY SHALL BE MOUNTED ABOVE GROUND IN A HEATED, INSULATED AND PROTECTIVE ALUMINUM ENCLOSURE (HOT BOX OR SIMILAR) OR BUILDING, WITH FLOOR LEVEL ABOVE THE 100-YEAR FLOOD ELEVATION. PROVIDE ADEQUATE FLOOR DRAIN DISCHARGE TO DAYLIGHT
3. HEATING SHALL BE DESIGNED TO MAINTAIN A MINIMUM AMBIENT TEMPERATURE OF 40°F WITH AN OUTSIDE TEMPERATURE OF -10°F AND WIND SPEED OF 20 MPH
4. CLEARANCES SHOWN ARE MINIMUM. PROVIDE RESTRAINED PIPING SYSTEM THRU ENCLOSURE
5. ELECTRICAL EQUIPMENT AND INSTALLATION SHALL MEET ALL RELEVANT CODES
6. PROVIDE CERTIFIED TEST REPORT UPON COMPLETION TO INSPECTOR



**CITY OF  
TUALATIN, OR**

**REDUCED PRESSURE  
BACKFLOW ASSEMBLY  
2 1/2" THRU 10"**

REVISED: 3/2008  
VALID: 3/2008

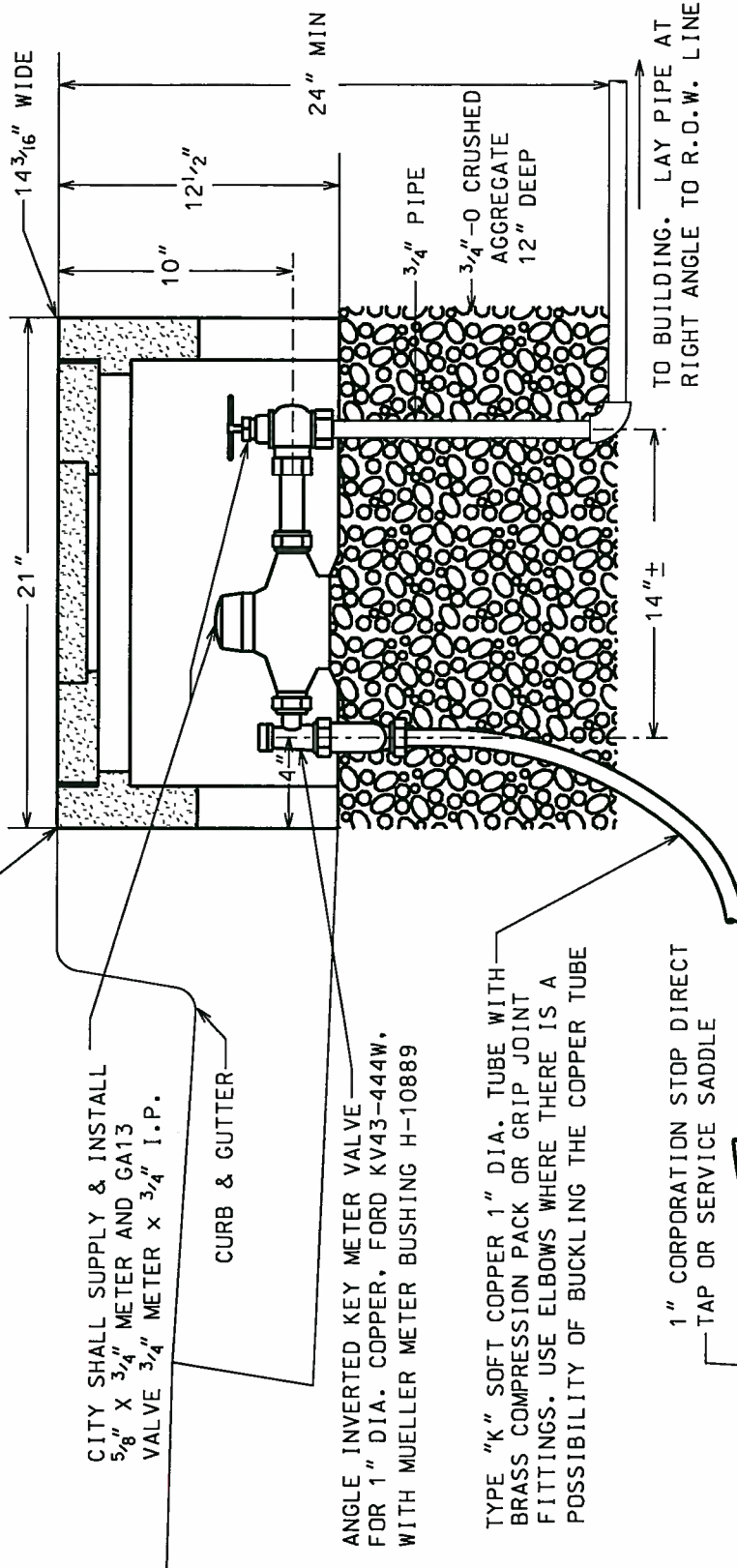
SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 617

HANGED  
BOX

METER BOX No.	SIDEWALK	DRIVEWAY
NEWBASIS #37 12"X20"	#37	#37 D.I.
CHRISTY FL12	FL12D	



**NOTE:**

1. MAXIMUM CONTINUOUS FLOW RATE PER METER SHALL NOT EXCEED 10 GPM
2. VALVES & FITTINGS FROM FORD OR MUELLER SHALL MEET THE REQUIREMENTS OF AWWA C-800



**CITY OF  
TUALATIN, OR**

**WATER SERVICE  
5/8" x 3/4" METER**

REVISED: 3/2008  
VAL ID: 3/2008

SCALE: 1:8

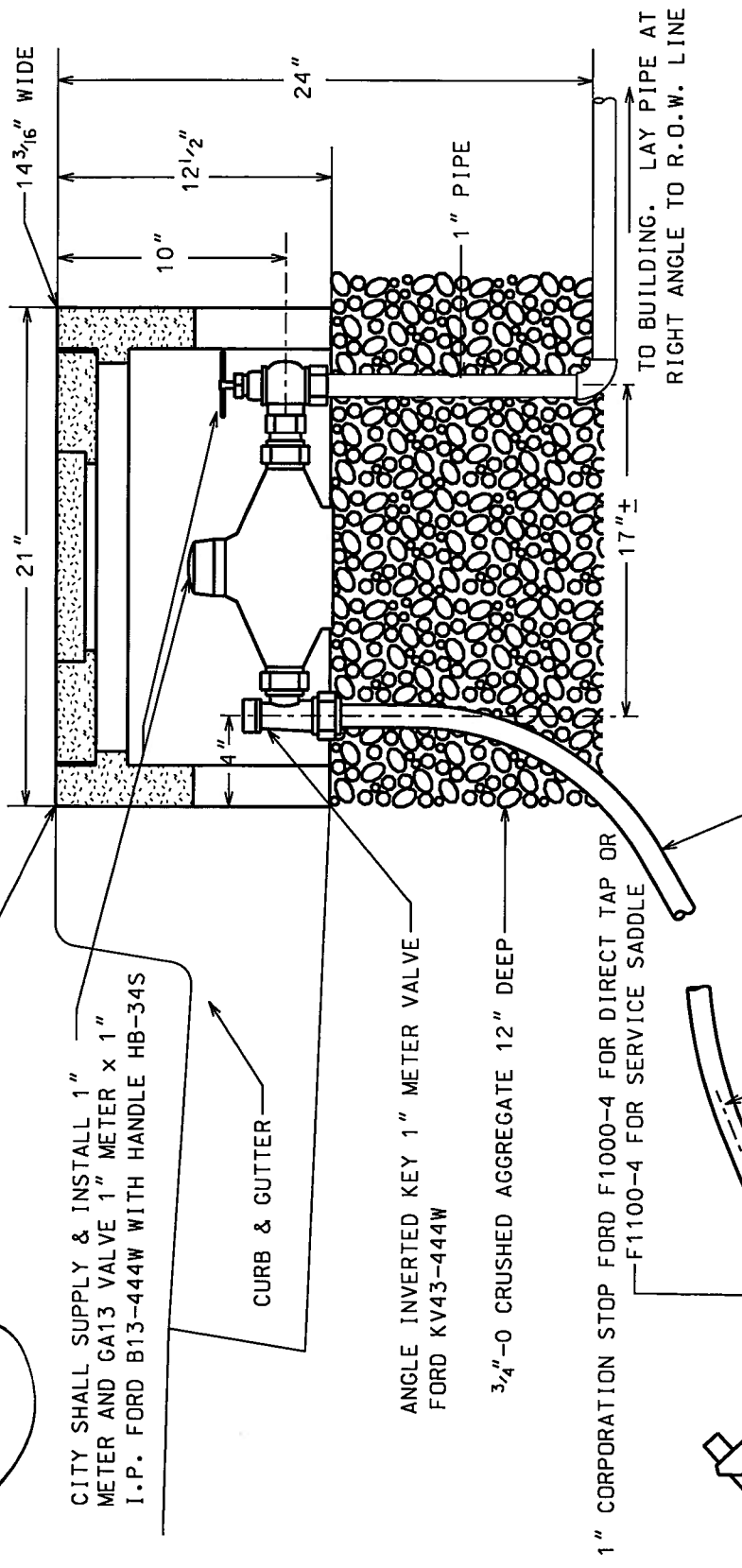
DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. 630

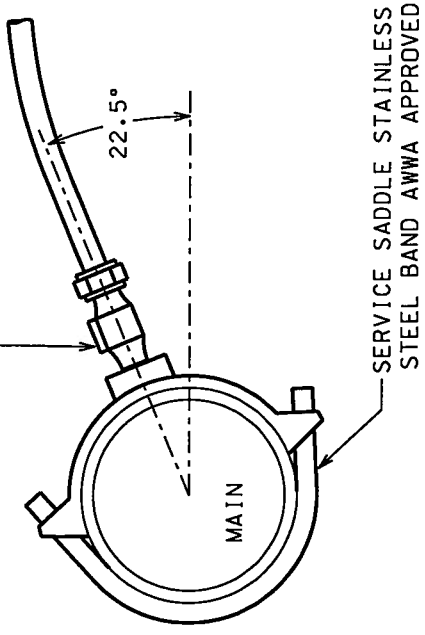


Change Box

METER BOX No.	SIDEWALK	DRIVEWAY
NEWBASIS #37 12"X20"	#37	#37 D.I.
CHRISTY FL12	FL12D	



TYPE "K" SOFT COPPER 1" TUBE WITH BRASS COMPRESSION PACK OR GRIP JOINT FITTINGS. USE ELBOWS WHERE THERE IS A POSSIBILITY OF BUCKLING THE COPPER TUBE



**NOTE:**

1. FLUSH LINE AFTER CONNECTION TO CORPORATION STOP AND BEFORE CONNECTION TO METER
2. MAXIMUM CONTINUOUS FLOW RATE SHALL NOT EXCEED 25 GPM
3. APPROVED EQUAL VALVE & FITTINGS FROM FORD OR MUELLER SHALL MEET THE REQUIREMENTS OF AWWA C-800



**CITY OF TUALATIN, OR**

**WATER SERVICE  
1" METER**

REVISED: 3/2008  
VALID: 3/2008

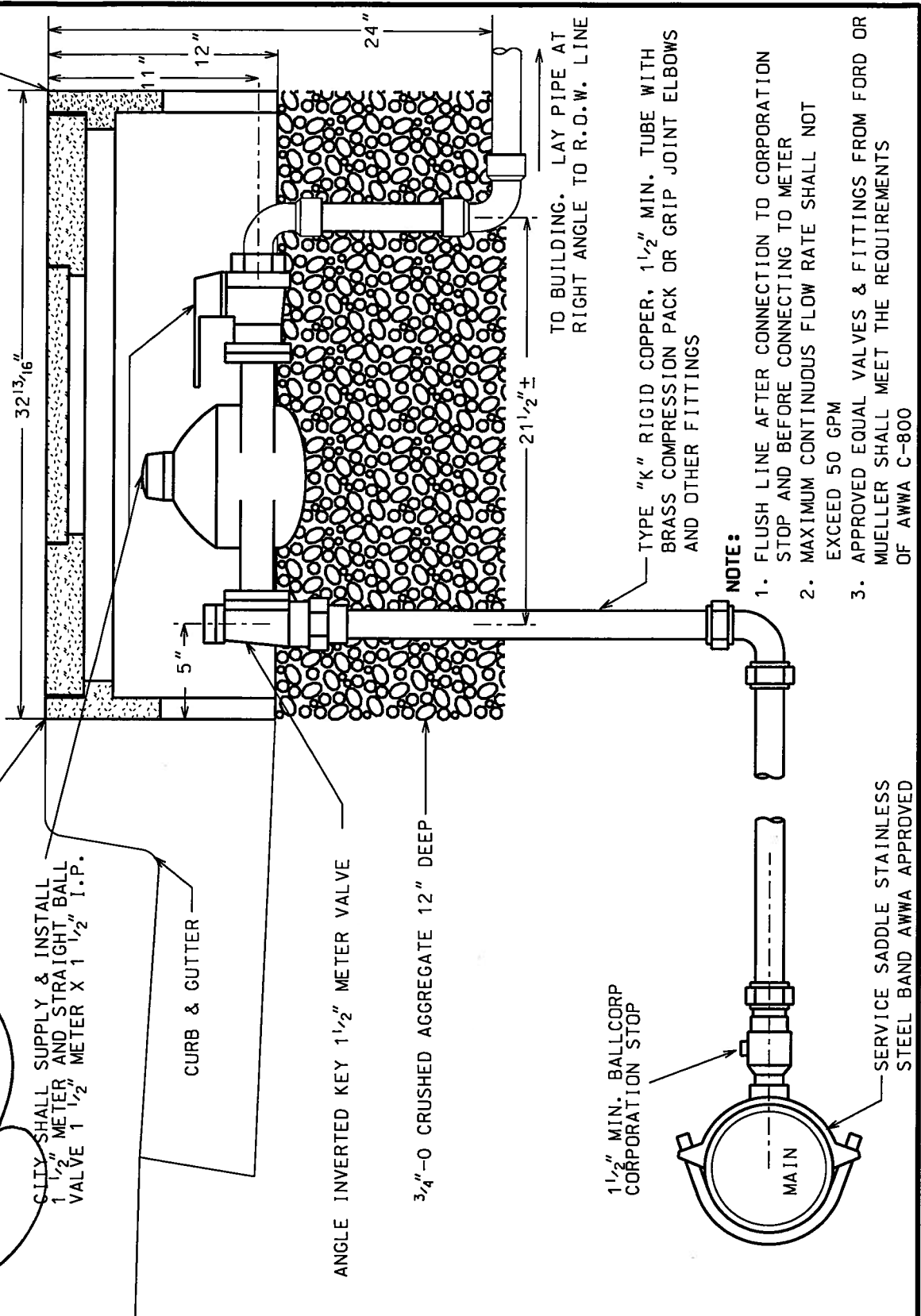
SCALE: 1:8


DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. **631**

CHAN BOX

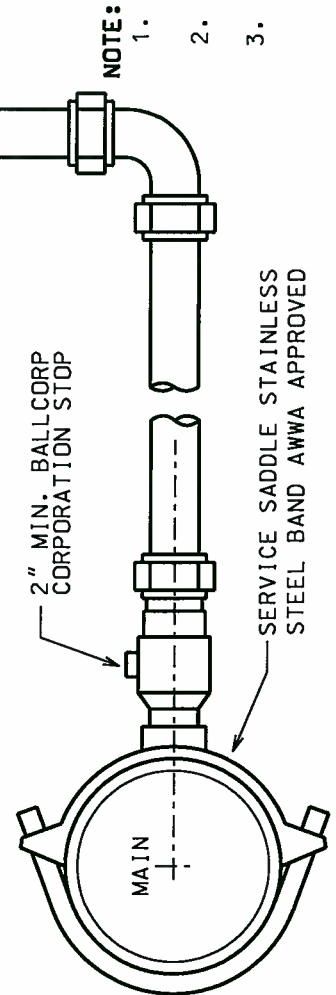
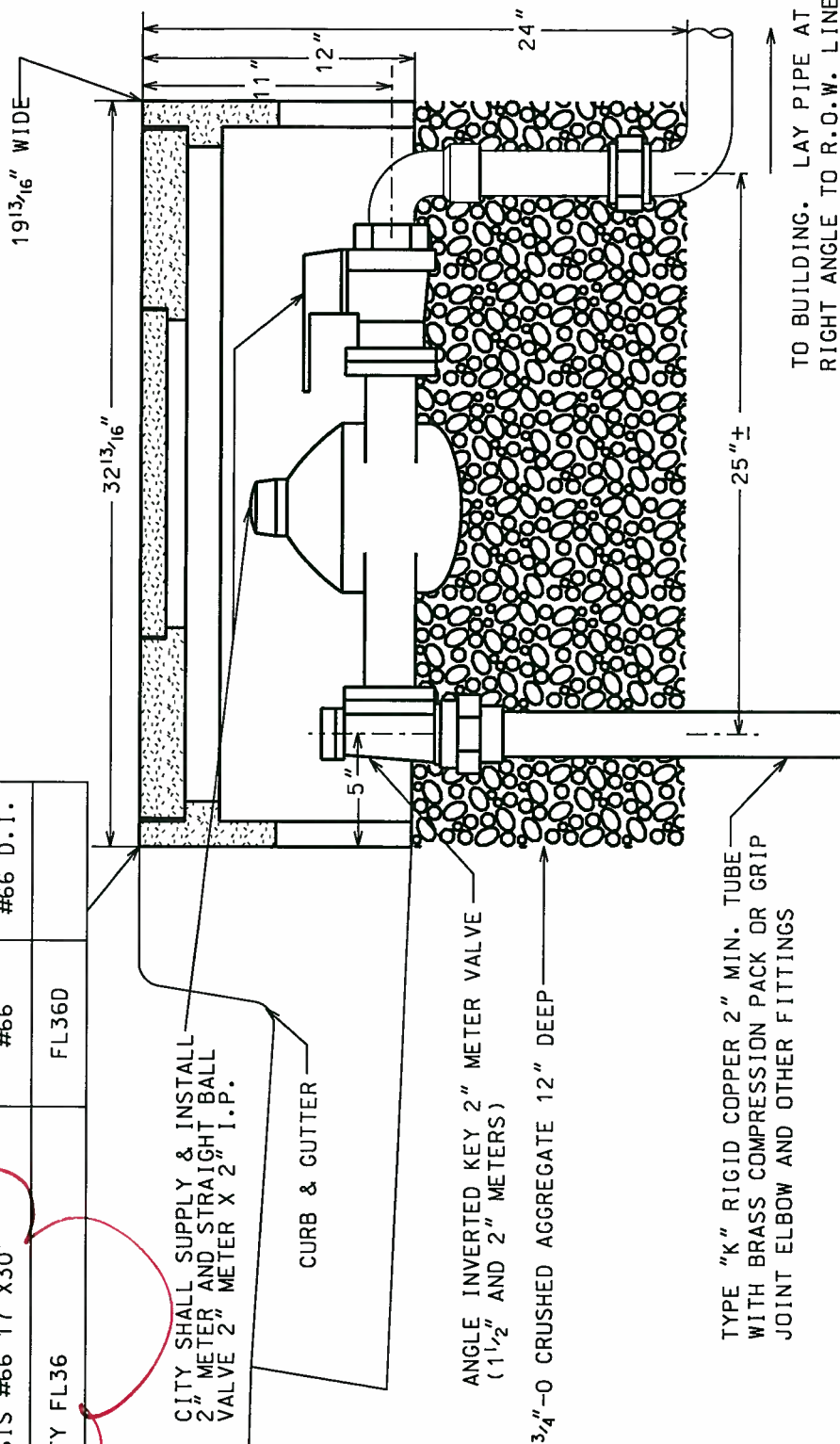
METER BOX No.	SIDEWALK	DRIVEWAY
NEWBASIS #66 17"X30"	#66	#66 D.I.
CHRISTY FL36	FL36D	



 <b>CITY OF TUALATIN, OR</b>		<b>WATER SERVICE</b> <b>1 1/2" METER</b>	
REVISED: 3/2008 VALID: 3/2008	SCALE: 1:8	DRAWN: S.N. APPROVED: K.L.H.	DWG NO. <b>632</b>

CHANGED  
Box

METER BOX No.	SIDEWALK	DRIVEWAY
NEWBASIS #66 17"X30"	#66	#66 D.I.
CHRISTY FL36	FL36D	



**NOTE:**

1. FLUSH LINE AFTER CONNECTION TO CORPORATION STOP AND BEFORE CONNECTING TO METER
2. MAXIMUM CONTINUOUS FLOW RATE SHALL NOT EXCEED 80 GPM
3. APPROVED EQUAL VALVES & FITTINGS FROM FORD OR MUELLER SHALL MEET THE REQUIREMENTS OF AWWA C-800



**CITY OF  
TUALATIN, OR**

**WATER SERVICE  
2" METER**

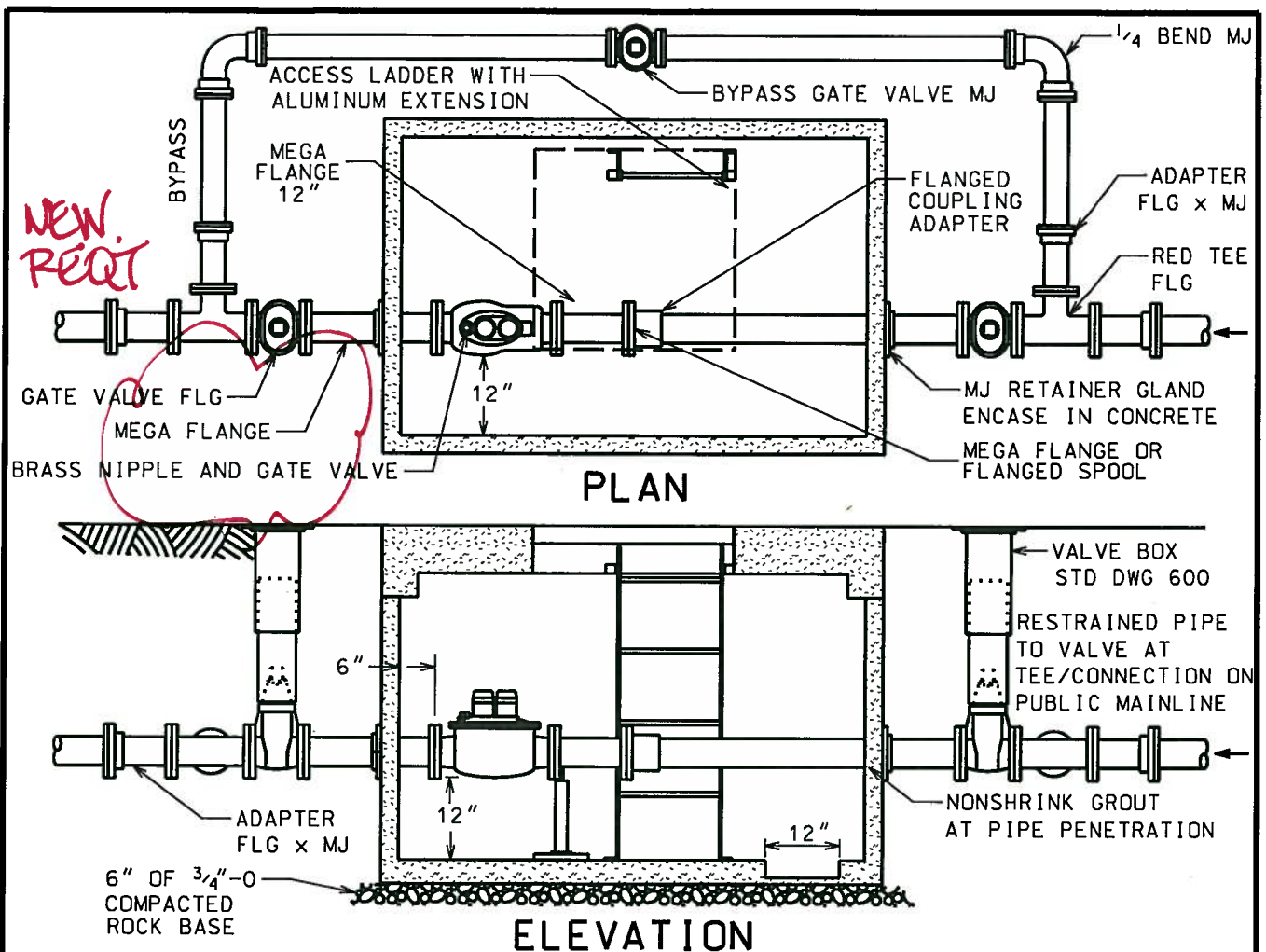
REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:8

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. **633**





METER SIZE	UTILITY VAULT	COVER	BY-PASS DIAMETER	MAX. CONTINUOUS FLOW RATE GPM	METER LENGTH
3"	575-LA	1-332P	4"	320	17"
4"	575-LA	1-332P	4"	500	20"
6"	575-LA	1-332P	4"	1000	24"
8"	675-WA	2-332P	6"	1600	55 <sup>3</sup> / <sub>8</sub> "

**NOTES:**

1. USE DUCTILE IRON PIPE CL 52 THROUGH VAULT AND BYPASS
2. NEPTUNE TRU/FLO COMPOUND METER COMPLYING WITH AWWA C702 READING IN 100 CUBIC FEET AND INCORPORATING A NEPTUNE PROREAD ENCODER WITH EACH PIT RECEPTACLE FASTENED TO THE VAULT TOP WITH TWO S.S. ANCHOR BOLTS. LABEL S AND L. ELECTRICAL WIRING FED THROUGH HOLES DRILLED IN CONCRETE TOP AND NEATLY SPIRAL WRAP PROTECTED AND TIED. PROVIDE CERTIFIED TEST FOR METER AND ENCODER BEFORE ACCEPTANCE.
3. PROVIDE MANUFACTURED ADJUSTABLE GALVANIZED STEEL SUPPORT AT INLET END OF METER
4. USE APPROVED RETAINER GLANDS WITH MJ FITTINGS. USE NO THRUST BLOCKS OR RODS.
5. MEGA FLANGES MAY BE USED IN PLACE OF FLANGED SPOOLS
6. PROVIDE RULE A53S SUMP PUMP WITH 1" PVC CHECK VALVE AND PIPE DISCHARGE TO DAYLIGHT. SUPPLY POWER THRU GFCI WALL MOUNT INTERNALLY 12" BELOW CEILING.



**CITY OF  
TUALATIN, OR**

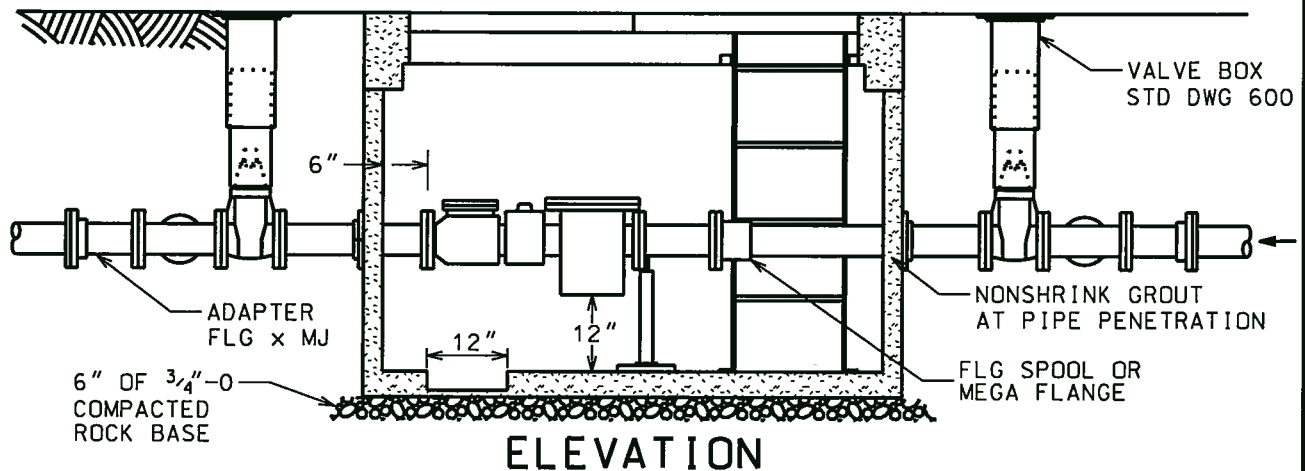
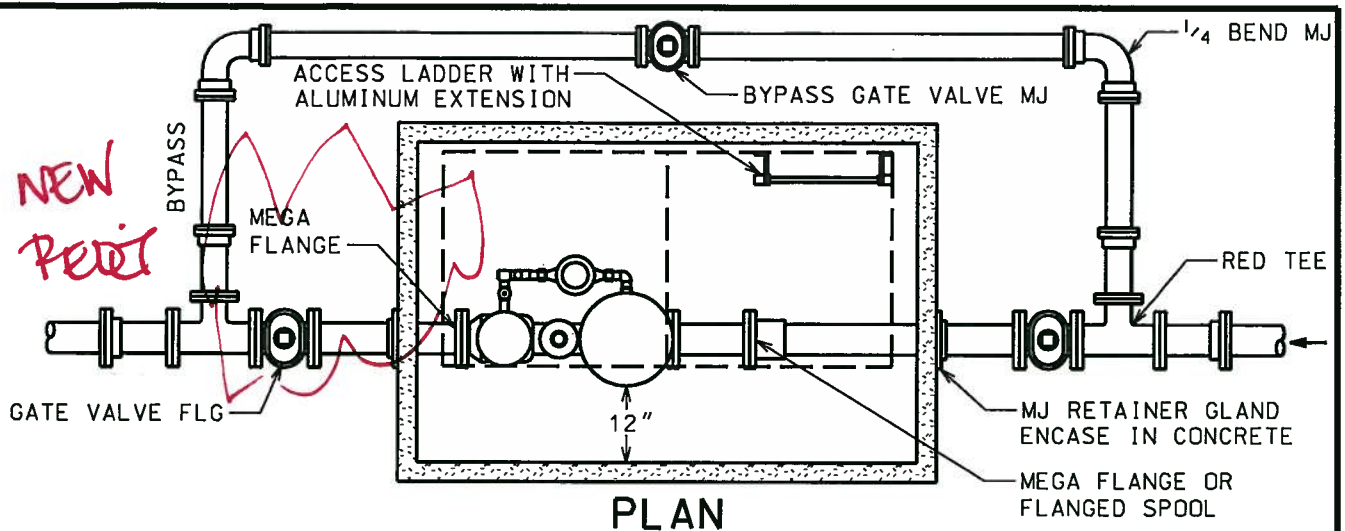
**3" WATER SERVICE  
AND LARGER METER  
COMPOUND TYPE**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. **634**



METER SIZE	UTILITY VAULT	COVER	BY-PASS DIAMETER	MAXIMUM FLOW RATE GPM
4"	575-WA	2-332P	4"	700
6"	575-WA	2-332P	4"	1600
8"	675-WA	2-332P	6"	2800
10"	5106-WA	3-332P	8"	4400

**NOTES:**

1. USE DUCTILE IRON PIPE CL 52 THROUGH VAULT AND BYPASS
2. NEPTUNE HP PROTECTUS III METER COMPLYING WITH AWWA C703 READING IN 100 CUBIC FEET AND INCORPORATING A NEPTUNE PROREAD ENCODER WITH EACH PIT RECEPTACLE FASTENED TO THE VAULT TOP WITH TWO S.S. ANCHOR BOLTS, LABEL S. AND L. ELECTRICAL WIRING FED THROUGH HOLES DRILLED IN CONCRETE TOP AND NEATLY SPIRAL WRAP PROTECTED AND TIED. PROVIDE CERTIFIED TEST OF METER AND ENCODER BEFORE ACCEPTANCE.
3. PROVIDE MANUFACTURED ADJUSTABLE GALVANIZED STEEL SUPPORT AT INLET END OF METER
4. USE APPROVED RETAINER GLANDS WITH MJ FITTINGS. USE NO THRUST BLOCKS OR RODS
5. MEGA FLANGES MAY BE USED IN PLACE OF FLANGED SPOOLS
6. PROVIDE RULE A53S SUMP PUMP WITH 1" PVC CHECK VALVE AND PIPE DISCHARGE TO DAYLIGHT. SUPPLY POWER THRU GFCI WALL MOUNT INTERNAL 12" BELOW CEILING.



**CITY OF  
TUALATIN, OR**

**WATER SERVICE  
4" AND LARGER METER  
FIRE SERVICE TYPE**

REVISED: 3/2008  
VALID: 3/2008

SCALE: 1:30

DRAWN: S.N.  
APPROVED: K.L.H.

DWG NO. **635**



# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council

Date 3-24-08

Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Michael A. McKillip, City Engineer *MA*  
Kaaren Hofmann, Civil Engineer *KH*

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
FOR RIVERHOUSE AT BRIDGEPORT

---

### ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with Riverhouse at Bridgeport, located at 18615 SW Boones Ferry Road.

### RECOMMENDATION:

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

### EXECUTIVE SUMMARY:

All public improvements were constructed as part of Riverhouse at Bridgeport.

The improvements were done as required by the Public Facilities Decision issued on February 13, 2004, and have been satisfactorily completed.

### FINANCIAL IMPLICATIONS:

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

M:/STAFF REPORTS/PI Riverhouse

**Attachments:** A. Resolution

RESOLUTION NO. 4767-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
CONSTRUCTED FOR RIVERHOUSE AT BRIDGEPORT

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Regency South, LLC, hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 06-08 to install sanitary sewer and water line connections in association with Riverhouse at Bridgeport, said improvements being required by Section IX of CITY Subdivision Ordinance No. 176-70 and the Public Facilities Decision issued on February 13, 2004; and

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

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

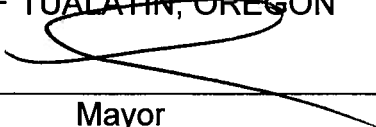
WHEREAS it is in the public interest that CITY accept said improvements.

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

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

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

By \_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
CITY ATTORNEY

ATTEST

By \_\_\_\_\_  
City Recorder



# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Michael A. McKillip, City Engineer *MAK*  
Mike Darby, Engineering Tech II *MD*

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
FOR COLUMBIA ROOFING AND SHEET METAL

---

### ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with Columbia Roofing and Sheet Metal, located at 18525 SW 126<sup>th</sup> Place.

### RECOMMENDATION:

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

### EXECUTIVE SUMMARY:

All public improvements were constructed as part of Columbia Roofing and Sheet Metal.

The improvements constructed were installation of a water service, sidewalks, and a driveway. These were done as required by AR 07-06 issued on May 14, 2007, and have been satisfactorily completed.

### FINANCIAL IMPLICATIONS:

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

**Attachments:** A. Resolution

RESOLUTION NO. 4768-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
CONSTRUCTED IN ASSOCIATION WITH COLUMBIA ROOFING  
AND SHEET METAL

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Robert Gray Partners, Inc., hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 07-14 to construct public improvements consisting of the installation of a water service, sidewalks, and a driveway in association with Columbia Roofing and Sheet Metal, said improvements being required by the Public Facilities Decision issued on May 14, 2007.

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

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

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

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

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

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

By \_\_\_\_\_

Mayor

ATTEST

By \_\_\_\_\_

City Recorder

Approved as to Form:

  
City Attorney





# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager 

**FROM:** Michael A. McKillip, City Engineer  
Mike Darby, Engineering Tech II 

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
FOR THE LPKF BUILDING

---

### ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with the LPKF Building, located at SW 126<sup>th</sup> Place and SW Leveton Drive.

### RECOMMENDATION:

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

### EXECUTIVE SUMMARY:

All public improvements were constructed as part of the Public Works Permit No. 07-16.

The improvements constructed were installation of sidewalks fronting the building and a water service. These were done as required by AR 06-26 issued on March 2, 2007, and have been satisfactorily completed.

### FINANCIAL IMPLICATIONS:

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

**Attachments:** A. Resolution



RESOLUTION NO. 4769-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
CONSTRUCTED IN ASSOCIATION WITH THE LPKF BUILDING

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Stephan Schmidt, hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 07-16 to construct public improvements consisting of the installation of sidewalks fronting the building and a water service in association with the LPKF Building, said improvements being required by the Public Facilities Decision issued on March 2, 2007.

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

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

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

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

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

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

CITY OF TUALATIN, OREGON

By   
Mayor

ATTEST

By   
City Recorder



Approved By Tualatin City Council

Date 3-24-08

Recording Secretary M. Smith

## STAFF REPORT CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

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

**FROM:** Paul Hennon, Community Services Director *[Signature]*  
Becky Savino, Program Coordinator *[Signature]*

**DATE:** March 24, 2008

**SUBJECT:** RESOLUTION AWARDING DIRECT PURCHASE AND COMMISSIONS  
OF PUBLIC ART FOR THE NEW LIBRARY

---

### ISSUE BEFORE THE COUNCIL:

Council will consider approval of a resolution that would award one direct purchase and six commissions for the creation of public art for the new library.

### RECOMMENDATION:

The Ad Hoc Committee on Public Art for the Library recommends the Council award one direct purchase and six commissions for the creation of public art for the new library as defined in the attached resolution.

Staff respectfully recommends that Council adopt the attached resolution thereby authorizing one direct purchase and six commissions for the creation of public art for the library, and authorizing the City Manager to sign the attached agreements.

### EXECUTIVE SUMMARY:

A request for proposals was issued in January and almost 200 proposals were received from 41 artists. An eight-member Ad Hoc Committee on Public Art for the Library, consisting of members of the Tualatin Arts Advisory Committee (TAAC), Tualatin Library Advisory Committee (TLAC), and members of the City Council, was appointed by Council to review proposals, select artists, monitor progress through installation, and make final acceptance of artworks. The Youth Advisory Council (YAC) also reviewed proposals and was consulted on the selection of art.

## STAFF REPORT: RESOLUTION AWARDING DIRECT PURCHASE AND COMMISSIONS OF PUBLIC ART FOR THE NEW LIBRARY

March 24, 2008

Page 2 of 3

Members of the Ad Hoc Committee on Public Art for the Library reviewed the proposals over a series of meetings and now recommends the direct purchase of one artwork and six commissions for the creation of public art for the new library. See Attachment A for a summary of the recommended acquisitions and Attachment B for a floor plan showing the location of library art.

The artworks will be delivered and installed by the artists on the schedule identified on Attachment A. Five of the seven artworks will be installed prior to the library's scheduled opening by the end of this summer. The other two artworks will be installed by December 2008.

### OUTCOMES OF DECISION:

- If Council adopts the attached resolution, the proposed artworks will be acquired and installed on the schedule as noted in Attachment A.
- If Council does not adopt the attached resolution, the proposed artworks will not be acquired at this time.

### FINANCIAL IMPLICATIONS:

The cost of the proposed artworks is \$100,800. There are related soft costs for consultant services (preparation of the request for proposals and marketing), minor modifications to lighting and mounting, and contingency. There are adequate funds within the adopted library project budget for the proposed artworks.

### DISCUSSION:

Acquisition of public art for placement within the new library will complement the building design and further strengthen the vision for the new library. The Vision Statement that has guided development of the new library follows:

*"The enhancement of the Tualatin Library will create an inviting community center where learning, discovery, and interaction will flourish, expressing a welcoming civic identity embracing Tualatin's values and future."*

The library will have a strong civic presence through the architectural design, craftsmanship in construction and quality of materials; inclusion of energy efficient and sustainable features and elements; style and finishing of interior furnishings; and provision of a "community living room" or "hearth" for Tualatin. There will be a large community room with doors that open onto an outdoor entry plaza that includes a water feature creating a unique space and sense of place.

STAFF REPORT: RESOLUTION AWARDING DIRECT PURCHASE AND COMMISSIONS  
OF PUBLIC ART FOR THE NEW LIBRARY

March 24, 2008

Page 3 of 3

The 14,000-year old Tualatin Mastodont skeleton will be prominently displayed with interpretive information for children and adults. The book, music, movie collection and literacy and cultural programming will expand learning and social opportunities. And, lastly, integration of public art into the interior and exterior of the building will compliment the other components to create a civic center of community pride, activity, interaction, and learning for all ages.

**Attachments:** A. Recommended Art Acquisitions for the Tualatin Public Library  
B. Floor Plan Showing Locations of Library Art  
C. Resolution and attached agreements

c: Members of Ad Hoc Committee on Public Art for the Library  
Members of Tualatin Arts Advisory Committee (TAAC)  
Members of Tualatin Library Advisory Committee (TLAC)  
Members of Tualatin Youth Advisory Committee (YAC)  
Darrel Condra, Library Manager  
Skip Stanaway, SRG Partnership, Inc  
Steve Anderson, P&C Construction Company

## RECOMMENDED ART ACQUISITIONS FOR THE TUALATIN PUBLIC LIBRARY

Location	Artist	Medium	Artwork Size W x H	Title/Description Method of Acquisition	Purchase Price	Delivery/ Installation Date
Plaza	Prokop	Bronze sculpture	8' circular	"Storyteller" Sculpture featuring life-size 5 ft. to 5-1/2 ft. seated woman figure with 4 children gathered at her feet  Method of Acquisition: Commission	55,000	December 1, 2008
Lobby @ Restroom wall	Braun	Glass Mosaic	3' x 5'	"Bluebottle Blossom Tree" Bottleglass tree  Method of Acquisition: Commission	7,450	October 31, 2008
Lobby @ Display case (above)	Johnson/ McIsaac	Red Cedar	8' x 30"	"Wapato Wakes Up" Carved red cedar panel  Method of Acquisition: Commission	8,000	May 12, 2008
Children's Room @ South wall	Boswell	Magazine collage	8'x 8'	"Turning the Page" - Wall mural made from recycled magazine paper featuring 2-3 children stretched out reading at the bottom of the mural, and a dynamic future explodes from their open books.  Method of Acquisition: Commission	9,950	May 12, 2008
Youth bookstack Area @ south wall	Brody	Glass Mosaic	5' x 6'	"Diving into a Book" - Mosaic depicting a figure literally diving into a book  Method of Acquisition: Commission	4,000	June 9, 2008
Music/DVD Area @ north wall	Johanson	Acrylic painting	96" x 42"	"Music" - Acquisition   Method of Acquisition: Direct Purchase	14,000	May 12, 2008
Vending room @ east wall	Fields	Acrylic murals	4' x 5'	"Mysteries among the Stacks" - Category topics come alive from the pages of shelved books in this acrylic wall mural.  Method of Acquisition: Commission	2,400	May 12, 2008

TOTAL \$100,800

RESOLUTION NO. 4770-08

RESOLUTION AWARDING DIRECT PURCHASE AND COMMISSIONS OF  
PUBLIC ART FOR THE NEW LIBRARY

WHEREAS acquisition of public art for placement within the new library will complement the building design and further strengthen the vision for the new library.

WHEREAS a request for proposals was issued in January and almost 200 proposals were received from 41 artists, and an eight-member Ad Hoc Committee on Public Art for the Library was appointed by Council to review proposals, select artists, monitor progress through installation, and make final acceptance of artworks; and

WHEREAS there are adequate funds within the adopted library project budget for the proposed artworks.

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

Section 1. The City Manager is authorized to execute the attached agreements for one direct purchase and six commissions for the creation of public art for the library.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008.

CITY OF TUALATIN, OREGON

BY 

Mayor

ATTEST:

BY 

City Recorder

Approved as to legal form:

  
City Attorney




**FLOOR PLAN SHOWING LOCATIONS OF LIBRARY ART**

**ATTACHMENT B**

**ARTIST: FIELDS**  
**"MYSTERIES AMONG THE STACKS"**  
**ACRYLIC MURAL**

**ARTIST: JOHANSON**  
**"MUSIC"**  
**ACRYLIC PAINTING**  


**ARTIST: BRAUN**  
**"BLUEBOTTLE BLOSSOM**  
**TREE"**  
**GLASS MOSAIC**  


**ARTIST: JOHNSON/McISAAC**  
**"WAPATO WAKES UP"**  
**RED CEDAR CARVED PANEL**

**ARTIST: BRODY**  
**"DIVING INTO A BOOK"**  
**GLASS MOSAIC**

**ARTIST: BOSWELL**  
**"TURNING THE PAGE"**  
**MAGAZINE COLLAGE MURAL**

(Plaza) 

**ARTIST: PROKOP**  
**"STORYTELLER"**  
**BRONZE STATUE**



**ATTACHMENTS TO RESOLUTION AWARDING DIRECT PURCHASE AND  
COMMISSIONS OF PUBLIC ART FOR THE NEW LIBRARY**

<u>Artist</u>	<u>Type of Agreement</u>
1. Boswell	Agreement for the Creation and Transfer of a Work of Art
2. Braun	Agreement for the Creation and Transfer of a Work of Art
3. Brody	Agreement for the Creation and Transfer of a Work of Art
4. Fields	Agreement for the Creation and Transfer of a Work of Art
5. Johanson	Art Sales Agreement
6. Johnson/Mclsaac	Agreement for the Creation and Transfer of a Work of Art
7. Prokop	Agreement for the Creation and Transfer of a Work of Art



# City of Tualatin

18880 SW Martinazzi Avenue

Tualatin, Oregon 97062-7092

ATTACHMENT 1

## AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART

This Agreement is between the City of Tualatin (CITY) and Addie K. Boswell (ARTIST).  
ARTIST located at 3322 SE 68<sup>th</sup> Avenue, Portland, OR 97206.

WHEREAS, the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS, the Artist has been selected to create and install the artwork (WORK).

### AGREEMENT

#### 1. SCOPE OF CONTRACTOR SERVICES

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

#### Description of Work

Name of Art Project: "Turning the Page"

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Interior

Type of Work: Wall Mural

Design, Dimensions, Materials, Installation:

8 ft. wide x 8 ft. high Mural made of magazine collage.  
The subject of the mural is books opening the door to possibility. Two or three children are stretched out reading at the bottom of the mural, and a dynamic future explodes from their open books. The collage will be mounted on reinforced foam core and framed using a metal frame. Design details per Exhibit A.

Date for completion of work: May 12, 2008

2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and final approval by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. The WORK created under this agreement shall be the property of the CITY.
- b) Copyright. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST.
- d) Copyright Claims. ARTIST agrees that ARTIST shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the work. On any such reproduction, the CITY will acknowledge the ARTIST'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST, the CITY shall pay the ARTIST a sum equal to fifteen percent (15%) of the appreciated value of the WORK. For the purposes of this agreement, appreciated value shall mean the sale price of the work of art less

the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST of impending sale. If, after 90 days, the CITY is unable to contact the artist, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
- h) Resiting. The CITY intends that the WORK shall remain in its designated site and would only consider resiting it pursuant to the guidelines approved by the CITY.

7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST warrants that the work is and will be the original product of ARTIST'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from ~~✱~~ subcontracting certain processes as described in Exhibit C. The artist may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than forty-five (45) days after its completion. ARTIST shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

9. REPAIR

With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST has the right to request that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE  
The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST and submitted by ARTIST on the Conservation Record Form, Exhibit C attachment.
12. EARLY TERMINATION OF AGREEMENT  
CITY and ARTIST, by mutual written agreement, may terminate this Agreement at any time.
13. PAYMENT ON EARLY TERMINATION
  - a) In the event of termination, CITY shall pay the ARTIST for work performed in accordance with the Agreement prior to the termination date.
  - b) In the event of termination, if ARTIST has not performed work for which he/she has been paid, ARTIST shall return a portion or all of their payment to CITY.
  - c) In the event of early termination, all ARTIST'S work product will become and remain property of the CITY.
14. INDEMNIFICATION  
The ARTIST shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST'S work or any subcontractor's work under this agreement.
15. LIABILITY INSURANCE  
N/A
16. WORKERS' COMPENSATION INSURANCE
  - a) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
  - b) In the event the ARTIST's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.
17. BUSINESS LICENSE  
If the ARTIST earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST shall obtain City of Tualatin business license prior to beginning work under this Agreement. ARTIST shall provide a business license number in the space provided at the end of this Agreement.

18. SEVERABILITY

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.

20. ARBITRATION

Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

21. ATTORNEY'S FEES

In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.

22. NON-WAIVER

The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

23. AMENDMENTS

Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.

24. NOTICES

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

Final payment shall be withheld until documentation is received in a manner acceptable to the CITY. ]

Addie Boswell  
Addie Boswell

Artist

By \_\_\_\_\_

City of Tualatin

By Sherilyn Lombos  
Sherilyn Lombos

Name Addie Boswell

Title: City Manager

Address 3322 SE 68th Ave

18880 SW Martinazzi Avenue

Portland, OR 97206

Tualatin, OR 97062

Phone (503) 317-9606

503-691-3060

Email artist@addiekay.com

478-08-8357  
Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Braden  
City Attorney



## EXHIBIT A

Artist: Addie K. Boswell  
3322 SE 68th Avenue  
Portland, OR 97206  
(503) 317-9606

Title: *Turning the Page*

Medium: Wall mural made of magazine collage

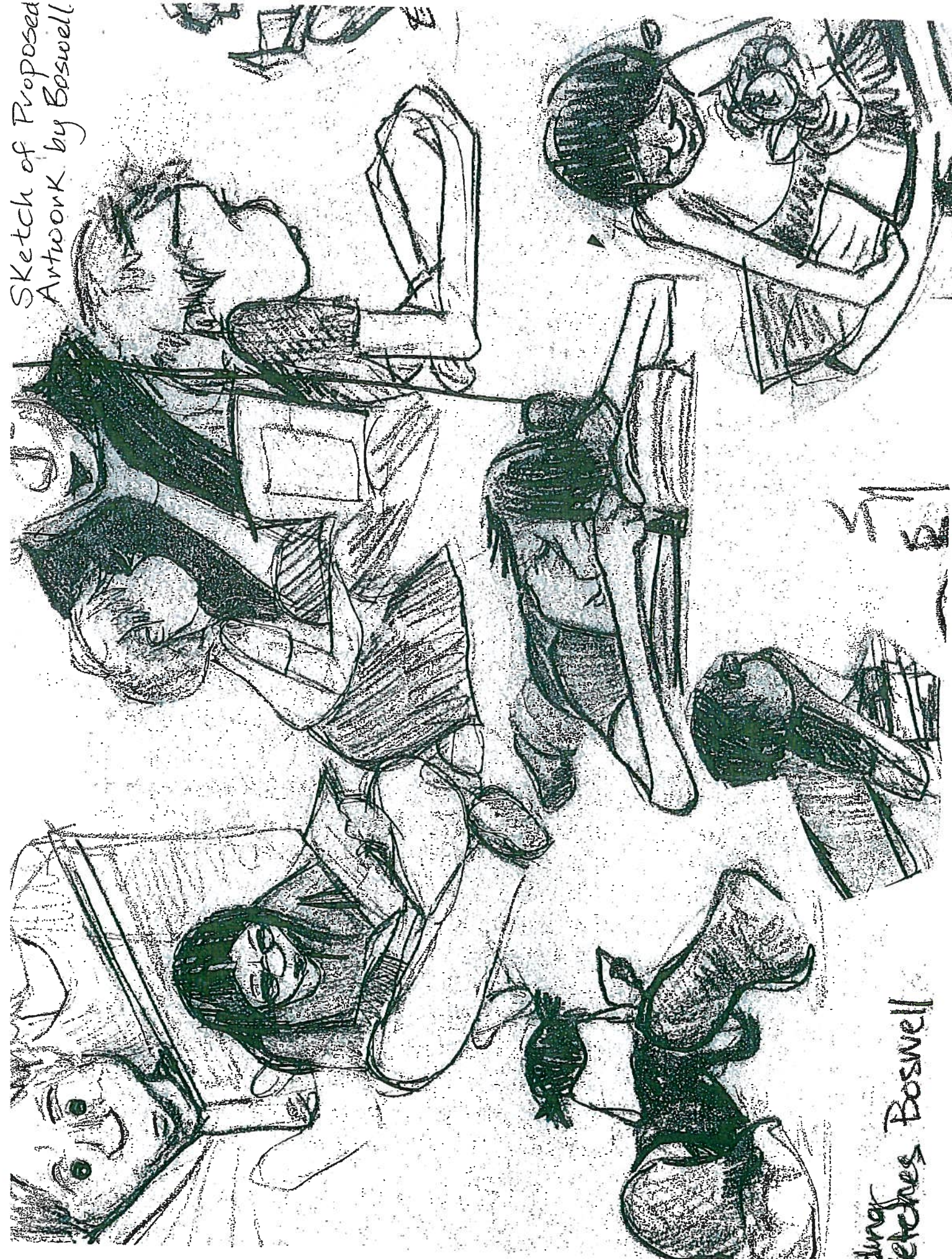
Dimensions: 8' h x 8' w

Purchase Price: \$9,950.00

Description: Books opening the door to possibility. Two or three children are stretched out reading at the bottom of mural, and a dynamic future explodes from their open books. The imagery includes multi-ethnic children working and traveling, and blends reality and fantasy (dragons and nature, ballerinas and machines.) This illustrates the library's major themes of delight and discovery, and portrays the exciting, expanding world found in books.

Notes: I would love to involve local children in this project. If time and logistics allow, some of the production fee can be applied to school visits. In this case, I would visit classrooms in Tualatin schools and teach the collage technique, with students completing some basic parts of the finished mural.





Sketch of Proposed  
Artwork by Boswell

adding  
sketches Boswell



sample of artwork style by Boswell.





## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST a fixed fee of \$9,950 which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this agreement.

Such fee shall be paid in installments as follows:

- 1st payment: \$2,487.50 (25%) to be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the artist.
- 2nd payment: \$7,462.50 (75%) to be paid upon receipt of all final documentation and receipt of an appropriate invoice from the artist.

These payments are based on completion of WORK and inspection and acceptance by the City for conformance with project specifications. ARTIST will notify the City of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the final payment.

### ACCEPTANCE.

Representatives of the CITY shall inspect ARTIST'S progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when the CITY representatives and the ARTIST certify WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK and site in good condition when installation is complete.
2. Complete attached "Design Phase Form" in consultation with professional art conservator, if applicable.
3. Design, fabricate and install the WORK in accordance with the ARTIST'S model and subsequent discussions between the ARTIST, the CITY and representatives of the project site.
4. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
5. Install the WORK in a manner acceptable to the CITY.
6. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).

**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by artist as addendum to contract.

Artist:

Title of Work:

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐ Excellent   ☐ Good                      ☐ Fair                      ☐ Poor

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

What is the expected life span of this artwork?

## **MATERIALS**

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):

2. Ground (material, primer, etc. used to isolate media from support):

Method of application/tools used:

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

Method of application/tools use. If collage, what glue was used to assemble?

Medium/thinners used:

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):



## **FRAMING/INSTALLATION**

1. Indicate the color matt board you prefer?  
☐ warm white  
☐ cool white
2. Indicate how you want the photograph presented:  
☐ floated  
☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W)  
  
3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):
3. Under what type of light was work executed?
4. Location of process/completion:  
  
Date of completion:  
  
How long was work in process?

## **FRAMING**

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?
2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

## **ENVIRONMENTAL FACTORS**

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

**DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
  
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

**MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

**SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork



*City of Tualatin*

18880 SW Martinazzi Avenue

Tualatin, Oregon 97062-7092

ATTACHMENT 2

**AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART**

This Agreement is between the City of Tualatin (CITY) and Jo Braun solely in her capacity as Member of Studio Ravenna LLC (ARTIST). ARTIST located at 1609 NE 75<sup>th</sup> Street, Seattle, WA 98115.

WHEREAS, the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS, the ARTIST has been selected to create and install the artwork (WORK).

AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

Description of Work

Name of Art Project: *Ampullacaeruleus floris* (Bluebottle Blossom Tree)

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Interior

Type of Work: Glass Mosaic art panel

Design, Dimensions, Materials, Installation:

3 ft. wide x 5 ft. high Glass Mosaic art panel composed of 100% post-consumer bottle glass and thin set cement bonding mortar mounted on Wedi© board foam core substrate. The composition will depict a single tree, the trunk and branches composed of brown bottle glass, leaves of bright green bottle glass and blossoms in shades of blue bottle glass. The background will utilize clear bottle and jar glass which will look white with thin set adhesive behind it. Design details per Exhibit A.

Date for completion of work: by October 31, 2008

2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and acceptance by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. Upon ARTIST's receipt of final payment, the WORK created under this agreement shall become the property of the CITY.
- b) Copyright. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST.
- d) Copyright Claims. ARTIST agrees that ARTIST shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the WORK. On any such reproduction, the CITY will acknowledge the ARTIST'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST, the CITY shall pay the ARTIST a sum equal to fifteen percent

(15%) of the appreciated value of the WORK. For the purposes of this agreement, appreciated value shall mean the sale price of the work of art less the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST of impending sale. If, after 90 days, the CITY is unable to contact the artist, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
- h) Resiting. The CITY intends that the WORK shall remain in its designated site and would only consider resiting it pursuant to the guidelines approved by the CITY.

7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST warrants that the WORK is and will be the original product of ARTIST'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from subcontracting certain processes as described in Exhibit C. The artist may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK as specified in Exhibit B. ARTIST shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the WORK as specified in Exhibit B, except as expressly provided for in this Paragraph 8.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

9. REPAIR

With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST has the right to request

that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE

The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST and submitted by ARTIST on the Conservation Record Form, Exhibit C attachment.

12. EARLY TERMINATION OF AGREEMENT

CITY and ARTIST, by mutual written agreement, may terminate this Agreement at any time.

13. PAYMENT ON EARLY TERMINATION

- a) In the event of termination, CITY shall pay the ARTIST for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination, if ARTIST has not performed work for which he/she has been paid, ARTIST shall return a portion or all of their payment to CITY.
- c) In the event of early termination, all ARTIST'S work product, except the sample of proposed WORK represented in Exhibit A, will become and remain property of the CITY.

14. INDEMNIFICATION

The ARTIST shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST'S work or any subcontractor's work under this Agreement.

15. LIABILITY INSURANCE

N/A

16. WORKERS' COMPENSATION INSURANCE

- a) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
- b) In the event the ARTIST's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.

17. BUSINESS LICENSE

If the ARTIST earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST shall obtain City of Tualatin business license prior to

beginning work under this Agreement. ARTIST shall provide a business license number in the space provided at the end of this Agreement.

18. SEVERABILITY

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.

20. ARBITRATION

Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

21. ATTORNEY'S FEES

In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.

22. NON-WAIVER

The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

23. AMENDMENTS

Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.

24. NOTICES

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.



25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

Jo Braun for Studio Ravenna LLC  
ARTIST

By   
for Studio Ravenna LLC

City of Tualatin

By   
Sherilyn Lombos

Name Jo Braun, Studio Ravenna LLC

Title: City Manager

Address 1609 NE 75<sup>th</sup> Street

18880 SW Martinazzi Avenue

Seattle, WA 98115

Tualatin, OR 97062

Phone 206.524.6442


503-691-3010

Email jo@jo-braun.com

504 98 6697

Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

  
City Attorney

## EXHIBIT A

Artist: Jo Braun  
Studio Ravenna LLC  
1609 NE 75th Street  
Seattle, WA 98115  
206.524.6442

Title: *Ampullacaeruleus floris* (Bluebottle blossom tree)

Medium: Glass Mosaic

Dimensions: 36" w x 5' h

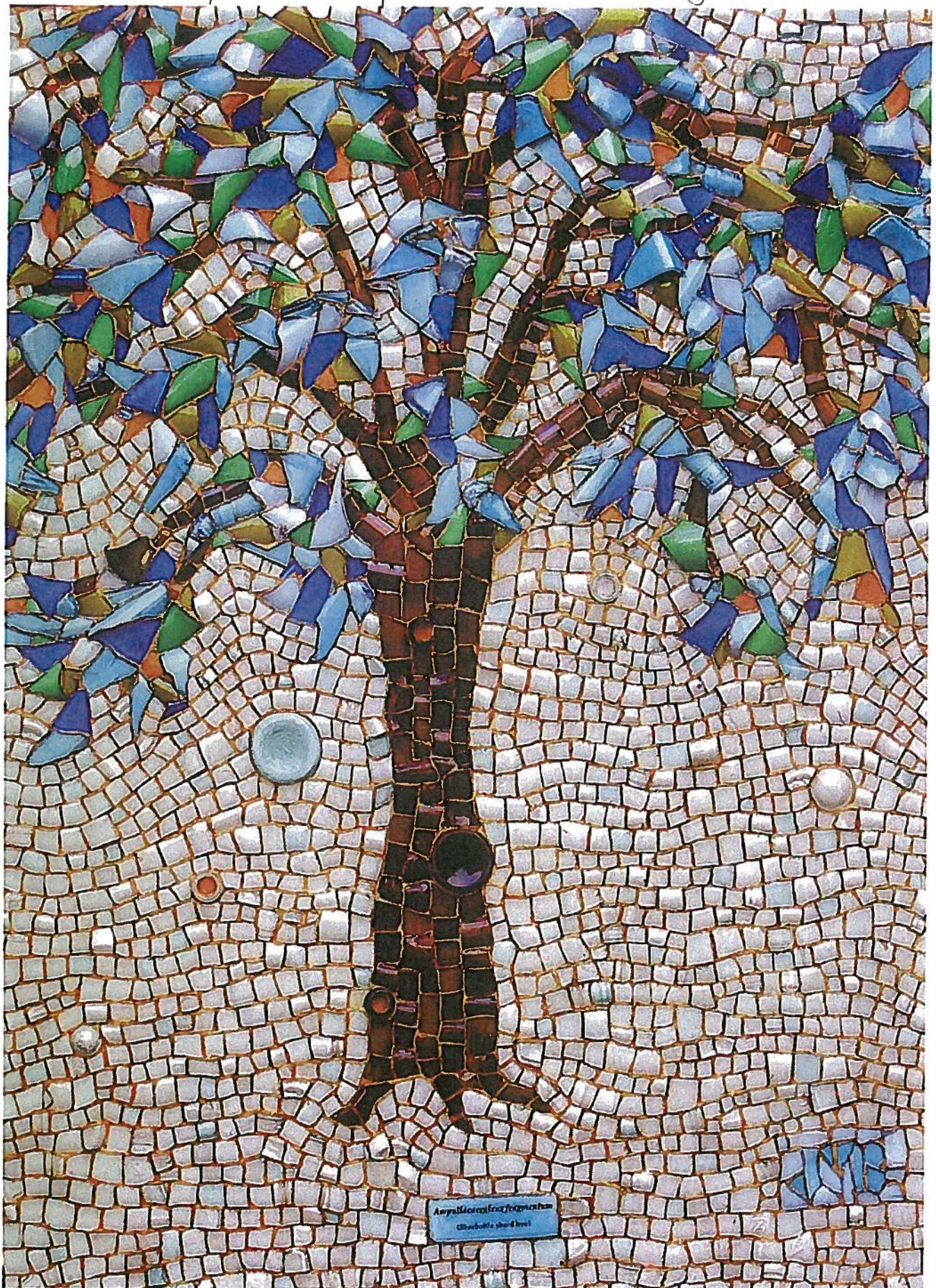
Purchase Price: \$7,450.00

Description: Mosaic art panel composed of 100% post-consumer bottle glass and thinset cement bonding mortar on Wedi© board, a light-weight foamcore substrate ideal for mosaic applications. The composition will depict a single tree, the trunk and branches composed of brown bottle glass, leaves of bright green bottle glass, and blossoms in shades of blue bottle glass. The background will utilize clear bottle and jar glass, which will look white with thinset adhesive behind it. The Latin and English names of the tree will be labeled below the image, perhaps with a brief description of how the tree thrives in environments characterized by conservation and wise (re) use of resources. Holes for mounting hardware will be integrated into the panel, likely located at points along the top and sides, and in sufficient number to distribute the weight of the panel. Mounting hardware will be included with the panel, and appropriately synthesized into the aesthetics of the work. The work will be similar in composition to *Ampullacaeruleus fragmentum*, one of the images I submitted in my application.

Significance: The artwork will invoke the tradition of botanical illustration, in which a single plant, representative of its species, is shown against a plain background with the Latin and English names labeled under the image. The proposed *Ampullacaeruleus floris* panel plays with this tradition in that the tree species is imaginary, born of the artist's (and hopefully viewers') creative appreciation of the beauty of throwaway glass and concomitant desire to make art with it. Giving the "tree" a Latin binomial nomenclature name playfully transports it back to the scientific world, in turn calling our attention to the creativity that's inherent in science as well as in art, ultimately celebrating the broad intellectual spectrum the libraries offer.



Sample of Proposed Artwork by Braun





## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST a fixed fee of \$7,450 which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this Agreement.

Such fee shall be paid in installments as follows:

- 1st payment: \$3,725.00 (50%) to be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the ARTIST.
- 2nd payment: \$2,235.00 (30%) to be paid upon ARTIST's completion of fabrication of WORK and appropriate invoice from the ARTIST.
- 3rd payment: \$1,490 (20%) to be paid upon ARTIST's final installation of the WORK and CITY's receipt of all final documentation and receipt of an appropriate invoice from the ARTIST.

These payments are based on completion of WORK and inspection and acceptance by the CITY for conformance with project specifications. ARTIST will notify the CITY of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the final payment.

### ACCEPTANCE

Representatives of the CITY shall inspect ARTIST'S progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when the CITY representatives and the ARTIST certify that progress as described above with regard to the WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK and site in good condition when installation is complete.
2. Design, fabricate and install the WORK in accordance with the ARTIST'S model and subsequent discussions between the ARTIST, the CITY and representatives of the project site.
3. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
4. Install the WORK in a manner acceptable to the CITY.
5. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).

**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by artist as addendum to contract.

Artist:

Title of Work:

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

---

Artist Signature

Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐ Excellent   ☐ Good   ☐ Fair   ☐ Poor

---

Agency Signature

Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

What is the expected life span of this artwork?

## **MATERIALS**

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):
  
  
  
  
  
  
  
  
  
  
2. Ground (material, primer, etc. used to isolate media from support):

Method of application/tools used:

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

Method of application/tools use. If collage, what glue was used to assemble?

Medium/thinners used:

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):



## **FRAMING/INSTALLATION**

1. Indicate the color matt board you prefer?  
☐ warm white  
☐ cool white
2. Indicate how you want the photograph presented:  
☐ floated  
☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W
3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):
3. Under what type of light was work executed?
4. Location of process/completion:  
  
Date of completion:  
  
How long was work in process?

## **FRAMING**

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?
2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

## **ENVIRONMENTAL FACTORS**

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

### **DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

### **MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

### **SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork



*City of Tualatin*

*18880 SW Martinazzi Avenue*

*Tualatin, Oregon 97062-7092*

ATTACHMENT 3

## **AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART**

This Agreement is between the City of Tualatin (CITY) and Mark Brody (ARTIST). ARTIST located at 423 SE 69<sup>th</sup> Avenue, Portland, OR 97215.

WHEREAS the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS the Artist has been selected to create and install the artwork (WORK).

### **AGREEMENT**

#### **1. SCOPE OF CONTRACTOR SERVICES**

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

#### **Description of Work**

Name of Art Project: "Diving into a Book"

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Interior

Type of Work: Glass Mosaic

Design, Dimensions, Materials, Installation:

5 ft. wide x 6 ft. high Glass Mosaic depicting a figure literally diving into a book. 3D aspects would be incorporated into the artwork (also covered in mosaic glass). The edges of the artwork will be grouted and a wood frame will be used where appropriate.  
Design details per Exhibit A.

Date for completion of work: June 9, 2008

2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and final approval by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. The WORK created under this agreement shall be the property of the CITY.
- b) Copyright. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST.
- d) Copyright Claims. ARTIST agrees that ARTIST shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the work. On any such reproduction, the CITY will acknowledge the ARTIST'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST, the CITY shall pay the ARTIST a sum equal to fifteen percent (15%) of the appreciated value of the WORK. For the purposes of this agreement, appreciated value shall mean the sale price of the work of art less

the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST of impending sale. If, after 90 days, the CITY is unable to contact the artist, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
- h) Resiting. The CITY intends that the WORK shall remain in its designated site and would only consider resiting it pursuant to the guidelines approved by the CITY.

7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST warrants that the work is and will be the original product of ARTIST'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from subcontracting certain processes as described in Exhibit C. The artist may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than forty-five (45) days after its completion. ARTIST shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

9. REPAIR

With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST has the right to request that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE

The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST and submitted by ARTIST on the Conservation Record Form, Exhibit C.

12. EARLY TERMINATION OF AGREEMENT

CITY and ARTIST, by mutual written agreement, may terminate this Agreement at any time.

13. PAYMENT ON EARLY TERMINATION

- a) In the event of termination, CITY shall pay the ARTIST for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination, if ARTIST has not performed work for which he/she has been paid, ARTIST shall return a portion or all of their payment to CITY.
- c) In the event of early termination, all ARTIST'S work product will become and remain property of the CITY.

14. INDEMNIFICATION

The ARTIST shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST'S work or any subcontractor's work under this agreement.

15. LIABILITY INSURANCE

N/A.

16. WORKERS' COMPENSATION INSURANCE

- a) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
- b) In the event the ARTIST's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.

17. BUSINESS LICENSE

If the ARTIST earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST shall obtain City of Tualatin business license prior to beginning work under this Agreement. ARTIST shall provide a business license number in the space provided at the end of this Agreement.

18. SEVERABILITY

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.

20. ARBITRATION

Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

21. ATTORNEY'S FEES

In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.

22. NON-WAIVER

The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

23. AMENDMENTS

Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.

24. NOTICES

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.



Final payment shall be withheld until documentation is received in a manner acceptable to the CITY.

"Diving Into A Book"  
Mark Brody  
Artist

City of Tualatin

By Mark Brody

By Sherilyn Lombos  
Sherilyn Lombos

Name Mark Brody

Title: City Manager

Address 423 se. 69th Ave

18880 SW Martinazzi Avenue

Portland OR 97215

Tualatin, OR 97062

Phone 503 481 5970 (w)

503-691-3060

Email mojobrody@gmail.com

521-725528

Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Praden  
City Attorney



Sample of Artwork by Brody

## EXHIBIT A

Artist: Mark Brody  
423 SE 69<sup>th</sup> Avenue  
Portland, OR 97215  
503.481.5970

Title: *Diving Into A Book*

Medium: Glass Mosaic

Dimensions: 5' wide x 6' high

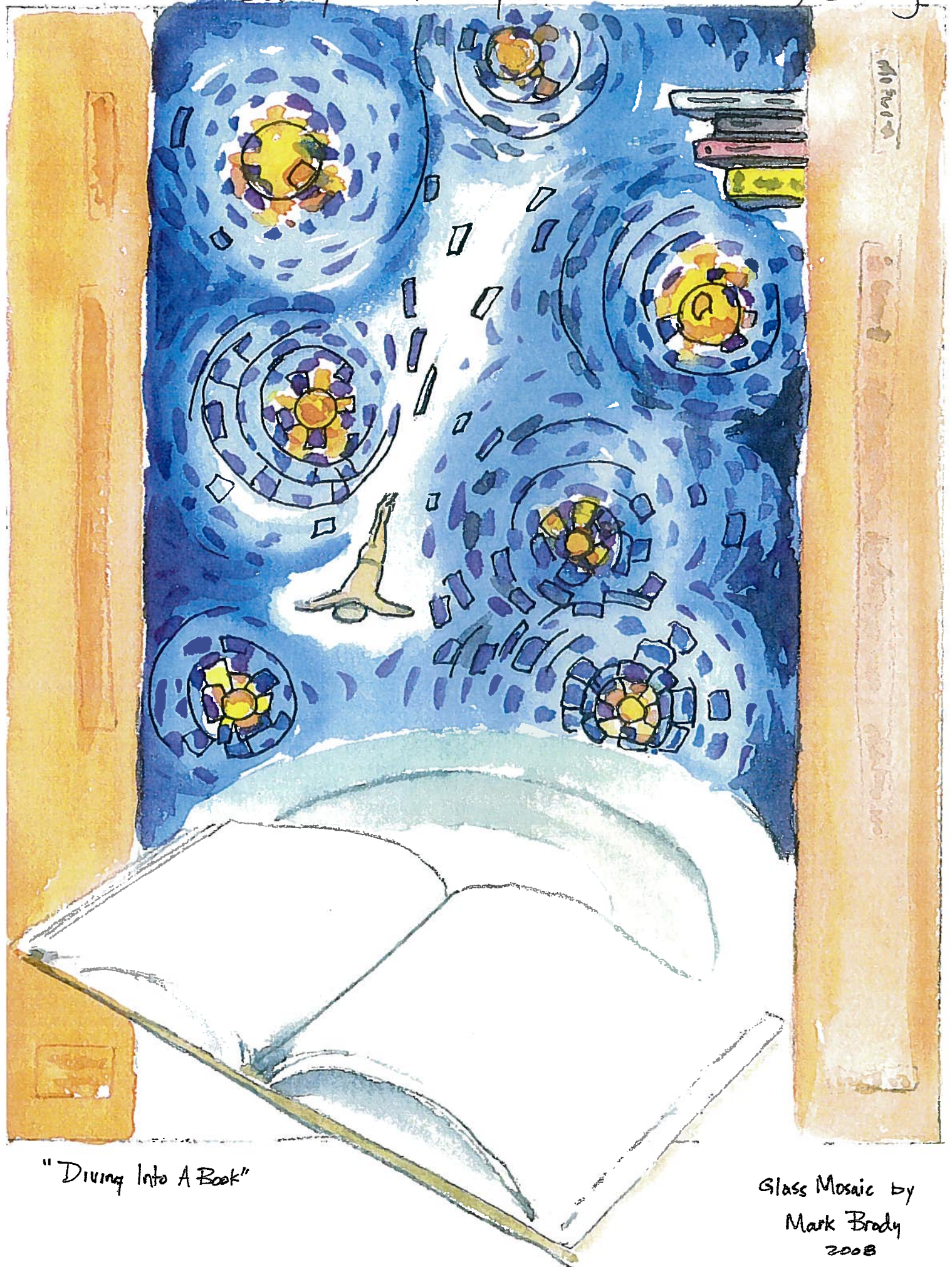
Purchase Price: \$4,000.00

Description: This glass mosaic would be a shimmering depiction of a figure literally 'diving into a book', as a cliff-diver jumps from a rock. There would be 3-D aspects to this work (also covered in mosaic glass), including the small stack of books he jumps from near the upper corner and the large open book he aims for at the bottom. The most dominant aspect to this mosaic would be the strong, circular design of a starry night which surround the diving subject.

Notes: Seen from afar, the mosaic would be a brilliant shining pattern of circular colors, but from close-up the mosaic would clearly state its message of the powerful feeling of being enveloped by a book.



Sample of Proposed Artwork by Brody



"Diving Into A Book"

Glass Mosaic by  
Mark Brady  
2008



## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST a fixed fee of \$4,000 which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this agreement.

Such fee shall be paid in installments as follows:

- 1st payment: \$1,000.00 (25%) to be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the artist.
- 2nd payment: \$3,000.00 (75%) to be paid upon receipt of all final documentation and receipt of an appropriate invoice from the artist.

These payments are based on completion of WORK and inspection and acceptance by the City for conformance with project specifications. ARTIST will notify the City of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the final payment.

### ACCEPTANCE.

Representatives of the CITY shall inspect ARTIST'S progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when the CITY representatives and the ARTIST certify WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK and site in good condition when installation is complete.
2. Complete attached "Design Phase Form" in consultation with professional art conservator, if applicable.
3. Design, fabricate and install the WORK in accordance with the ARTIST'S model and subsequent discussions between the ARTIST, the CITY and representatives of the project site.
4. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
5. Install the WORK in a manner acceptable to the CITY.
6. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).

**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by artist as addendum to contract.

Artist: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐ Excellent

☐ Good

☐ Fair

☐ Poor

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

What is the expected life span of this artwork?



## **MATERIALS**

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):

2. Ground (material, primer, etc. used to isolate media from support):

Method of application/tools used:

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

Method of application/tools use. If collage, what glue was used to assemble?

Medium/thinners used:

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):

### **FRAMING/INSTALLATION**

1. Indicate the color matt board you prefer?

- ☐ warm white
- ☐ cool white

2. Indicate how you want the photograph presented:

- ☐ floated
- ☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W

3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):

3. Under what type of light was work executed?

4. Location of process/completion:

Date of completion:

How long was work in process?

### **FRAMING**

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?

2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

### **ENVIRONMENTAL FACTORS**

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

**DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

**MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

**SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork



*City of Tualatin*

*18880 SW Martinazzi Avenue*

*Tualatin, Oregon 97062-7092*

ATTACHMENT 4

**AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART**

This Agreement is between the City of Tualatin (CITY) and Cathy Fields (ARTIST).  
ARTIST located at P.O. Box 18066, Seattle, WA 98118.

WHEREAS, the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS, the Artist has been selected to create and install the artwork (WORK).

AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

Description of Work

Name of Art Project: "Mysteries Among the Stacks"

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Interior

Type of Work: Acrylic Painting

Design, Dimensions, Materials, Installation:

4 ft. wide x 5 ft. high Acrylic Painting illustrating category topics coming alive from the pages of shelved books. The finished piece will be finished using level of detail and color as represented by the images submitted in application. The final painting will be done on a mahogany panel using acrylic paints and a UV protective coating. The panels will be wired and ready to hang.

Design details per Exhibit A.

Date for completion of work: May 12, 2008

2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and final approval by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. The WORK created under this agreement shall be the property of the CITY.
- b) Copyright. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST.
- d) Copyright Claims. ARTIST agrees that ARTIST shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the work. On any such reproduction, the CITY will acknowledge the ARTIST'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST, the CITY shall pay the ARTIST a sum equal to fifteen percent (15%) of the appreciated value of the WORK. For the purposes of this

agreement, appreciated value shall mean the sale price of the work of art less the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST of impending sale. If, after 90 days, the CITY is unable to contact the artist, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
- h) Resiting. The CITY intends that the WORK shall remain in its designated site and would only consider resiting it pursuant to the guidelines approved by the CITY.

7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST warrants that the work is and will be the original product of ARTIST'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from subcontracting certain processes as described in Exhibit C. The artist may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than forty-five (45) days after its completion. ARTIST shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

9. REPAIR

With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST has the right to request

that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE

The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST and submitted by ARTIST on the Conservation Record Form, Exhibit C.

12. EARLY TERMINATION OF AGREEMENT

CITY and ARTIST, by mutual written agreement, may terminate this Agreement at any time.

13. PAYMENT ON EARLY TERMINATION

- a) In the event of termination, CITY shall pay the ARTIST for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination, if ARTIST has not performed work for which he/she has been paid, ARTIST shall return a portion or all of their payment to CITY.
- c) In the event of early termination, all ARTIST'S work product will become and remain property of the CITY.

14. INDEMNIFICATION

The ARTIST shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST'S work or any subcontractor's work under this agreement.

15. LIABILITY INSURANCE

N/A.

16. WORKERS' COMPENSATION INSURANCE

- a) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
- b) In the event the ARTIST's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.

17. BUSINESS LICENSE

If the ARTIST earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST shall obtain City of Tualatin business license prior to beginning work under this Agreement. ARTIST shall provide a business license number in the space provided at the end of this Agreement.



18. SEVERABILITY

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.

20. ARBITRATION

Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

21. ATTORNEY'S FEES

In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.

22. NON-WAIVER

The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

23. AMENDMENTS

Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.

24. NOTICES

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

Final payment shall be withheld until documentation is received in a manner acceptable to the CITY.

Artist

By Cathy Fields

City of Tualatin

By Sherilyn Lombos  
Sherilyn Lombos

Name

Cathy Fields

Title: City Manager

Address

P.O. Box 18066

18880 SW Martinazzi Avenue

Seattle, WA 98118-8066

Tualatin, OR 97062

Phone

206-725-9192

503-691-3060

Email

cathyfields@earthlink.net

534-52-1897

Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Brader  
City Attorney

## EXHIBIT A

Artist: Cathy Fields  
P.O. Box 18066  
Seattle, WA 98118  
206.725.9192

Title: *Mysteries Among The Stacks*

Medium: Acrylic Painting

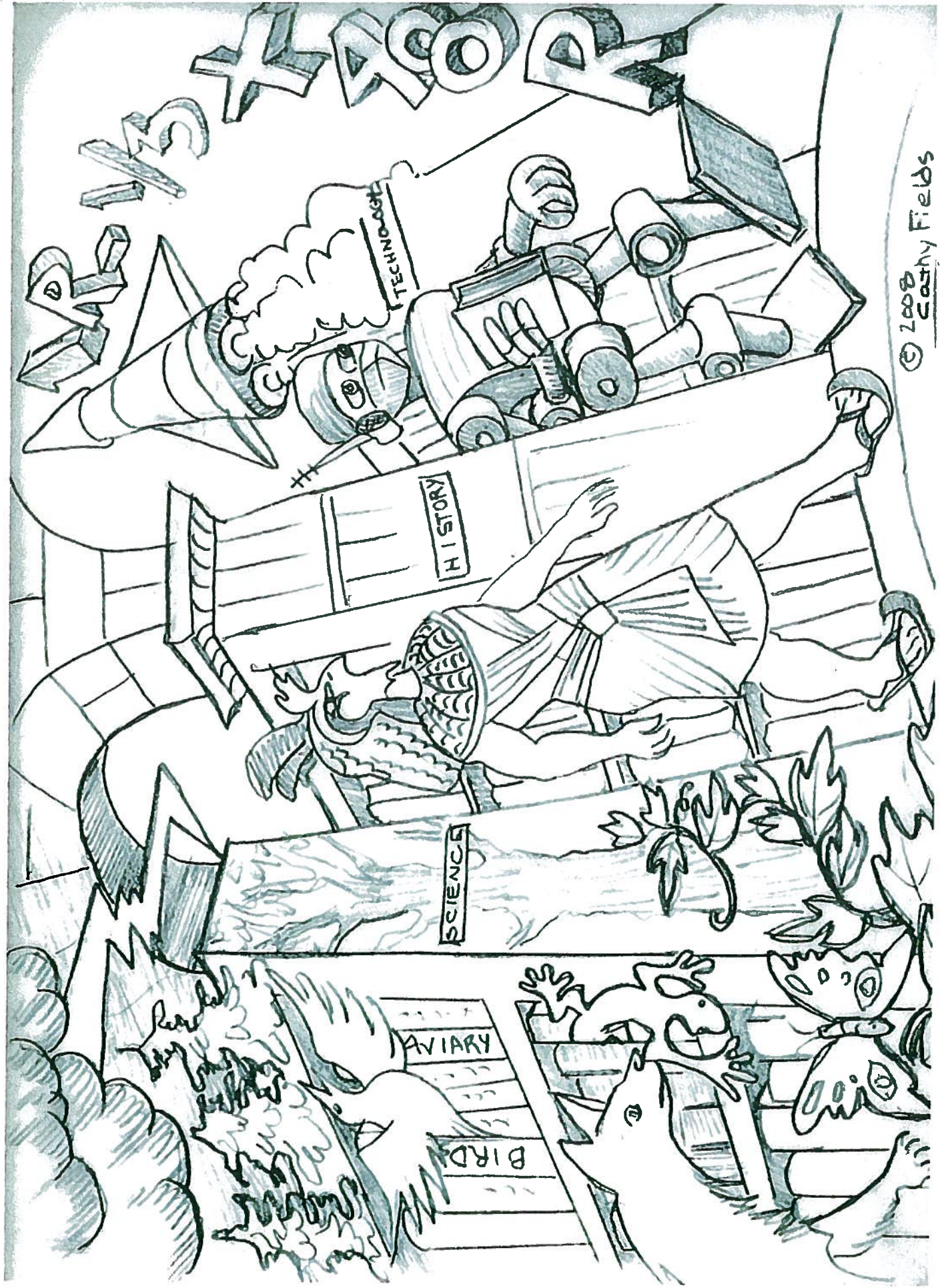
Dimensions: 4'w x 5' h

Purchase Price: \$2,400.00

Description: Category topics come alive from the pages of shelved books. The final painting will be done on mahogany panels using acrylic paints and a UV protective coating. The panels will be wired and ready to hang.

Notes: This painting addresses the theme of The Library as a Doorway.

Sketch of Proposed Artwork by Fields







Sample of Artwork by Fields



## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST a fixed fee of \$2,400 which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this agreement.

Such fee shall be paid in installments as follows:

- 1st payment: \$600.00 (25%) to be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the artist.
- 2nd payment: \$1,800.00 (75%) to be paid upon receipt of all final documentation and receipt of an appropriate invoice from the artist.

These payments are based on completion of WORK and inspection and acceptance by the City for conformance with project specifications. ARTIST will notify the City of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the final payment.

### ACCEPTANCE.

Representatives of the CITY shall inspect ARTIST'S progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when the CITY representatives and the ARTIST certify WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK and site in good condition when installation is complete.
2. Complete attached "Design Phase Form" in consultation with professional art conservator, if applicable.
3. Design, fabricate and install the WORK in accordance with the ARTIST'S model and subsequent discussions between the ARTIST, the CITY and representatives of the project site.
4. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
5. Install the WORK in a manner acceptable to the CITY.
6. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).



**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by artist as addendum to contract.

Artist:

Title of Work:

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

---

Artist Signature

Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐Excellent   ☐Good

☐Fair

☐Poor

---

Agency Signature

Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

What is the expected life span of this artwork?

## **MATERIALS**

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):

2. Ground (material, primer, etc. used to isolate media from support):

Method of application/tools used:

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

Method of application/tools use. If collage, what glue was used to assemble?

Medium/thinners used:

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):

### **FRAMING/INSTALLATION**

1. Indicate the color matt board you prefer?  
☐ warm white  
☐ cool white
2. Indicate how you want the photograph presented:  
☐ floated  
☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W
3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):
3. Under what type of light was work executed?
4. Location of process/completion:  
  
Date of completion:  
  
How long was work in process?

### **FRAMING**

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?
2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

### **ENVIRONMENTAL FACTORS**

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

**DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

**MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

**SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork



*City of Tualatin*

18880 SW Martinazzi Avenue

Tualatin, Oregon 97062-7092

ATTACHMENT 5

### **ART SALES AGREEMENT**

This Agreement (the "Agreement") is made this 24<sup>th</sup> day of March, 2008 between;

City of Tualatin (the "CITY")  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

And

George Johanson (the "ARTIST")  
2237 SW Market Street  
Portland, OR 97201

WHEREAS, ARTIST is in the business of creating and selling art work, and has created or has been commissioned to create the following piece(s) of art:

"Music", Acrylic Painting, 96" wide x 42" height. Existing artwork for sale: \$14,000.00 (the "ARTWORK"); and

The City of Tualatin desires to purchase the above referenced work for the new Tualatin Library.

The parties agree as follows:

1. Purchase Price  
The purchase price for the ARTWORK(S) is as stated above.
2. Delivery and Installation Date  
May 12, 2008.
3. Payment  
The CITY shall pay the ARTIST within ten days of acceptance and installation of the ARTWORK, receipt of invoice and properly completed required documentation.
4. Ownership  
The ARTWORK created under this agreement shall be the exclusive and absolute property of the CITY.
5. Artist's Warranty  
ARTIST warrants to CITY that ARTIST is the owner of the ARTWORK, that the ARTWORK is free and clear of all encumbrances and that ARTIST has

good right to sell the ARTWORK. ARTIST further warrants that the ARTWORK is original to ARTIST and does not infringe on any third party's copyrights or other intellectual property rights.

6. Non-Exclusive License and Copyright

ARTIST shall grant a non-exclusive license to CITY to copy or reproduce the ARTWORK for all standard collection purposes including specifically (but not limited to): exhibition and collections catalogues, CITY website handouts, brochures, didactic labels, magazines, journals and newspapers; to transmit or otherwise communicate a display of the ARTWORK by means of any device or process (examples include but are not limited to slides, film, and television) and to authorize others to do the same, but only on the condition that all such reproductions of said ARTWORK bear a copyright notice as prescribed by the Copyright Law of the United States. This non-exclusive license, which does not transfer ownership of copyright to the CITY shall endure for the entire term of the copyright in and to said ARTWORK (to the extent permissible under the copyright laws of the United States) and shall survive all assignments of copyright.

If CITY wishes to use the ARTWORK for commercial purposes, CITY shall contact ARTIST so that a separate agreement may be negotiated.

ARTIST agrees that ARTIST shall give CITY written notice prior to asserting any claim pertaining to the specific ARTWORK that may arise pursuant to 17 U.S.C. § 101 et seq. (The "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act.

7. Deaccessioning Procedure

The ARTIST agrees and acknowledges that should the deaccessioning of the ARTWORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.

8. Severability

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

9. Governing Law/Venue

This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be resolved exclusively in Tualatin, Washington County, Oregon.

10. Attorney's Fees

In the event of arbitration and/or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at trial and on appeal.

11. Notices

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such other address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened by the CITY.

12. Documentation

ARTIST shall provide CITY with proper documentation including:

- Conservation Record Form (attached)
- For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).

13. Entire Agreement

This Agreement supersedes and replaces all prior written and oral Agreements and constitutes the entire and complete Agreement by and between ARTIST and CITY. This Agreement may be changed only by an agreement in writing, signed by the party against whom enforcement of any modification, extension or discharge is sought.

George Johanson  
Artist

City of Tualatin

By \_\_\_\_\_

By Sherilyn Lombos  
Sherilyn Lombos

Name GEORGE JOHANSON

Title: City Manager

Address 2237 S.W. MARKET ST. DR. 18880 SW Martinazzi Avenue

PORTLAND OR 97201

Tualatin, OR 97062

Phone 503-228-4237

503-691-3010

Email JOHANSON@SPIRITONE.COM

93-1038117

Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Braden  
City Attorney



**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by artist as addendum to contract.

Artist: GEORGE JOHANSON

Title of Work: MUSIC

Date completed: 2007

Dimensions of Work (H x W): 42 x 96 Purchase Price 14,000.00

George Johanson  
Artist Signature

3/17/08  
Date

TO BE COMPLETED BY AGENCY  
Condition of artwork upon accession:

☐ Excellent   ☐ Good   ☐ Fair   ☐ Poor

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

*I want the painting to suggest different musical cultures. The composition speaks of the flow of music in its theme and variation, repetition and tempo.*

What is the expected life span of this artwork?

*Indefinite. Could be centuries*

## MATERIALS

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):

*pre-sized cotton canvas*

2. Ground (material, primer, etc. used to isolate media from support):

*white gesso - then black Utrecht acrylic*

Method of application/tools used:

*brushes*

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

*Utrecht acrylics.*

Method of application/tools use. If collage, what glue was used to assemble?

*brushes*

Medium/thinners used:

*water + some acrylic varnish*

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

*none, it is self protective*

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):

## FRAMING/INSTALLATION

1. Indicate the color matt board you prefer?  
☐ warm white  
☐ cool white
2. Indicate how you want the photograph presented:  
☐ floated  
☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W)
3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):
3. Under what type of light was work executed?  
*daylight and artificial*
4. Location of process/completion: *artist's studio*  
Date of completion: *2007*  
How long was work in process? *3 months*

## FRAMING

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?
2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

## ENVIRONMENTAL FACTORS

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

### **DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?

*should not change.*

2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

### **MAINTENANCE/CONSERVATION INSTRUCTIONS**

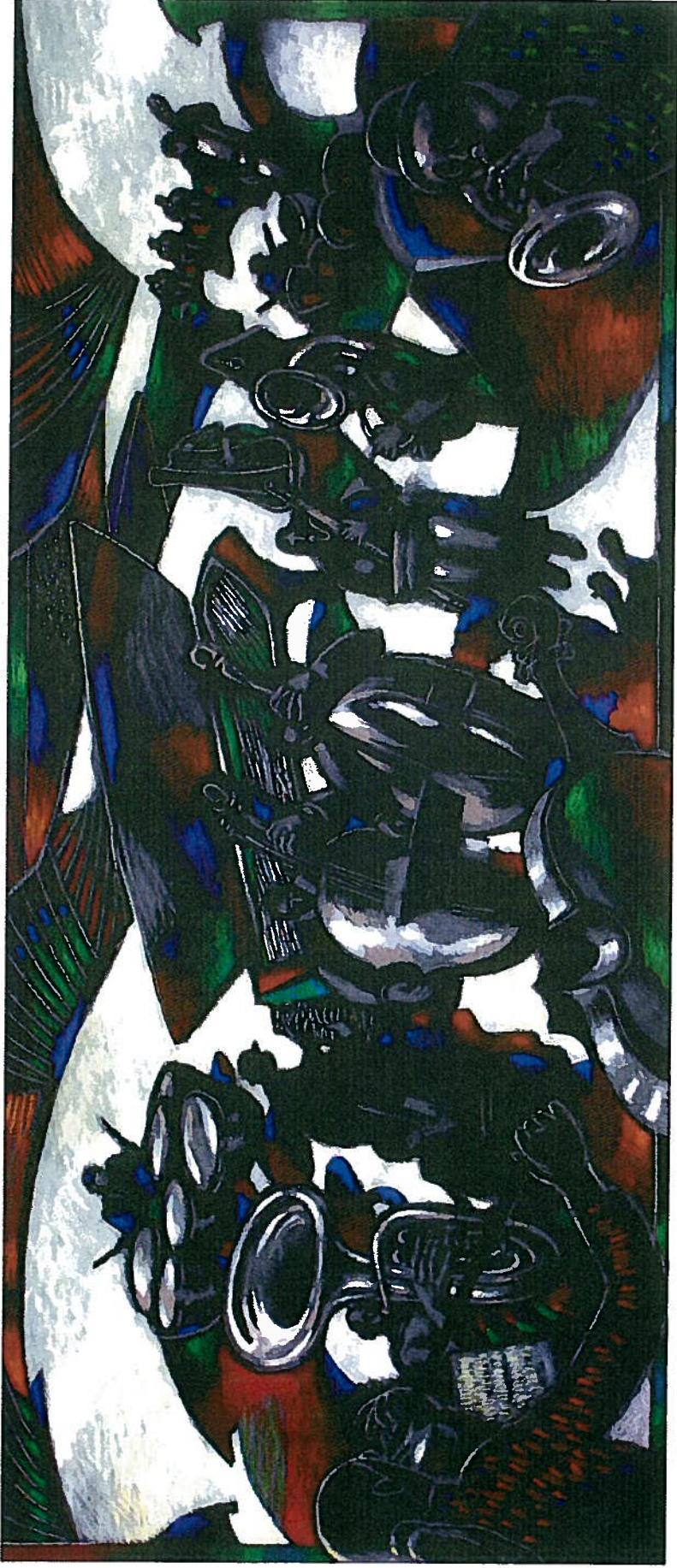
Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

*Should not need any maintenance*

### **SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork

Existing Artwork For Sale by Johanson





*City of Tualatin*

*18880 SW Martinazzi Avenue*

*Tualatin, Oregon 97062-7092*

ATTACHMENT 6

**AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART**

This Agreement is between the City of Tualatin (CITY) and Tony Johnson and Adam McIsaac (ARTIST TEAM). Tony Johnson located at 825 SW Pioneer Drive, Willamina, OR 97396 and Adam McIsaac located at 31401 NE 26<sup>th</sup> Avenue, LaCenter, WA 98629.

WHEREAS, the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS, the ARTIST TEAM has been selected to create and install the artwork (WORK).

AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES

ARTIST TEAM shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

Description of Work

Name of Art Project: "Wapato Wakes Up"

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Interior

Type of Work: Cedar Wood Carving

Design, Dimensions, Materials, Installation:

8 ft. wide x 30 inches Western Red Cedar Carving. The design is based on the traditional bunk rails that were typical in the cedar longhouses. When completed the faces will represent different "personalities" of wapato throughout the year.

Design details per Exhibit A.

Date for completion of work: May 12, 2008

2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and final approval by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST TEAM is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST TEAM and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST TEAM shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. The WORK created under this agreement shall be the property of the CITY.
- b) Copyright. The ARTIST TEAM shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST TEAM.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST TEAM'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST TEAM and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST TEAM.
- d) Copyright Claims. ARTIST TEAM agrees that ARTIST TEAM shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual ARTIST TEAMS' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST TEAM shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the work. On any such reproduction, the CITY will acknowledge the ARTIST TEAM'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST TEAM so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST TEAM, the CITY shall pay the ARTIST TEAM a sum equal to fifteen percent (15%) of the appreciated value of the WORK. For the purposes of this agreement, appreciated value shall mean the sale price of the work of art less



the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST TEAM of impending sale. If, after 90 days, the CITY is unable to contact the ARTIST TEAM, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST TEAM agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
- h) Resiting. The CITY intends that the WORK shall remain in its designated site and would only consider resiting it pursuant to the guidelines approved by the CITY.

7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST TEAM shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST TEAM warrants that the work is and will be the original product of ARTIST TEAM'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST TEAM from subcontracting certain processes as described in Exhibit C. The ARTIST TEAM may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST TEAM warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than forty-five (45) days after its completion. ARTIST TEAM shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST TEAM of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST TEAM shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST TEAM.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST TEAM shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

9. REPAIR

With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST TEAM shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST TEAM has the right to request that the WORK shall no longer be represented to be the WORK of the ARTIST TEAM or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE

The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST TEAM and submitted by ARTIST TEAM on the Conservation Record Form, Exhibit C.

12. EARLY TERMINATION OF AGREEMENT

CITY and ARTIST TEAM, by mutual written agreement, may terminate this Agreement at any time.

13. PAYMENT ON EARLY TERMINATION

- a) In the event of termination, CITY shall pay the ARTIST TEAM for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination, if ARTIST TEAM has not performed work for which he/she has been paid, ARTIST TEAM shall return a portion or all of their payment to CITY.
- c) In the event of early termination, all ARTIST TEAM'S work product will become and remain property of the CITY.

14. INDEMNIFICATION

The ARTIST TEAM shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST TEAM'S work or any subcontractor's work under this agreement.

15. LIABILITY INSURANCE

N/A.

16. WORKERS' COMPENSATION INSURANCE

- a) If applicable, the ARTIST TEAM shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST TEAM further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
- b) In the event the ARTIST TEAM's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST TEAM agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.

17. BUSINESS LICENSE

If the ARTIST TEAM earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST TEAM shall obtain City of Tualatin business license prior to beginning work under this Agreement. ARTIST TEAM shall provide a business license number in the space provided at the end of this Agreement.

18. SEVERABILITY  
If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.
19. GOVERNING LAW AND VENUE  
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.
20. ARBITRATION  
Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.
21. ATTORNEY'S FEES  
In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.
22. NON-WAIVER  
The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
23. AMENDMENTS  
Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.
24. NOTICES  
All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST TEAM fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST TEAM even if such notice is returned unopened to the CITY.
25. ENTIRE AGREEMENT  
This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

Final payment shall be withheld until documentation is received in a manner acceptable to the CITY.

Artist

City of Tualatin

By

By

Sherilyn Lombos

Name

Adam McISAAC

Title: City Manager

Address

PO Box 788

18880 SW Martinazzi Avenue

La Center WA. 98629

Tualatin, OR 97062

Phone

360-263-8791

503-691-3060

Email

adzeit@aol.com

531-90-4036

Federal ID Number or Social Security Number

Artist

By

Name

Tony A. Johnson

Address

P.O. Box 595

Willamina, OR 97396

Phone

503-876-8889

Email

tony.johnson@grandvande.org

536-76-6230

Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Braden  
City Attorney

## EXHIBIT A

Artist Team: Tony Johnson  
825 SW Pioneer Drive  
Willamina, OR 97396

Adam McIsaac  
31401 NE 26<sup>th</sup> Avenue  
LaCenter, WA 98629

Title: *Wapato Wakes Up*

Medium: Cedar Wood carving

Dimensions: 8' w x 30" h

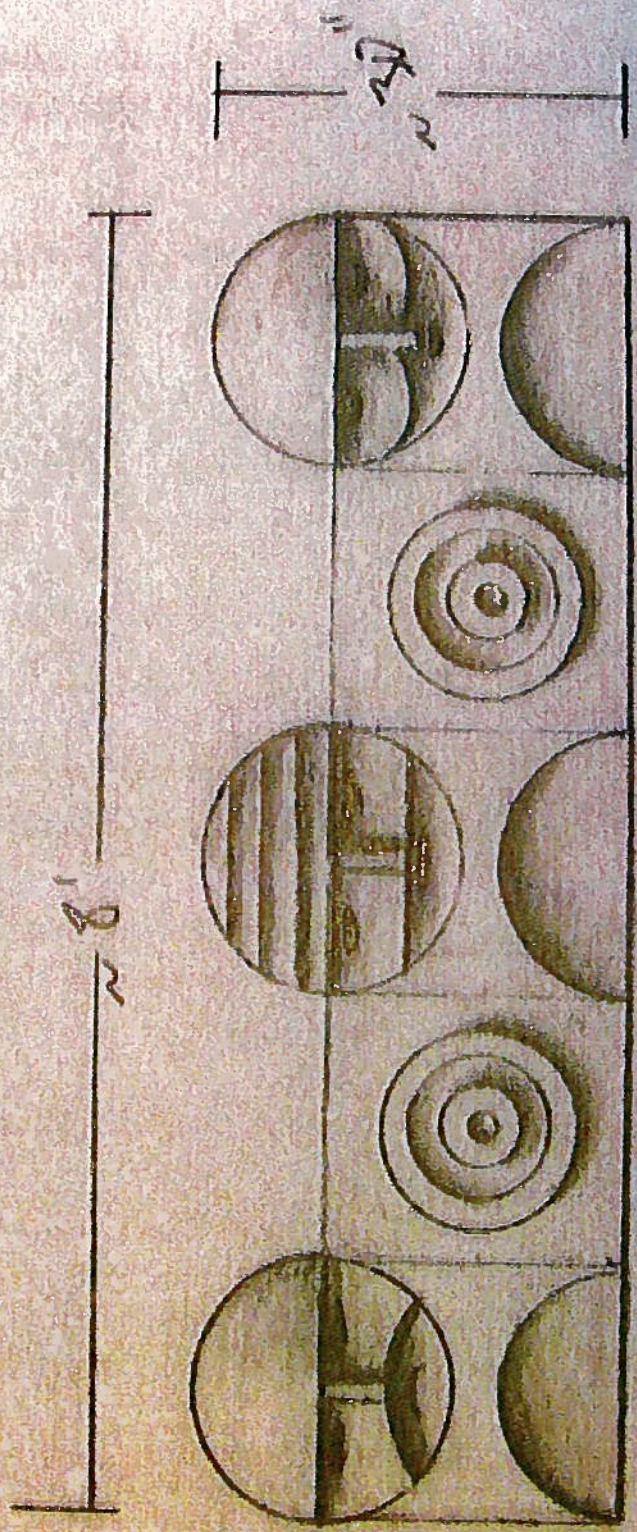
Purchase Price: \$8,000.00

Description: It is a design based on the traditional bunk rails (for sleeping platforms) that were typical in the cedar longhouses of the area. When completed the faces will represent different "personalities" of wapato throughout the year. Such as wapato "sleeping," "waking up," "proud of itself," "growing sleepy," etc. We would like to add a wash of color to the design, so, please remind us what colors were being utilized in the lobby. We would likely use a wash of red as well as some other complimentary color (or perhaps black). These colors would just be compliments and the warmth of the wood would still be strongly present.

The design will be ~8 feet X ~30 inches, will way less than 100 pounds and will be hung using v-clips that are rated for ~500 pounds. The clips will mount directly to the wall. They are a very unobtrusive way to hang these types of carvings. The wall will need to have studs for mounting.



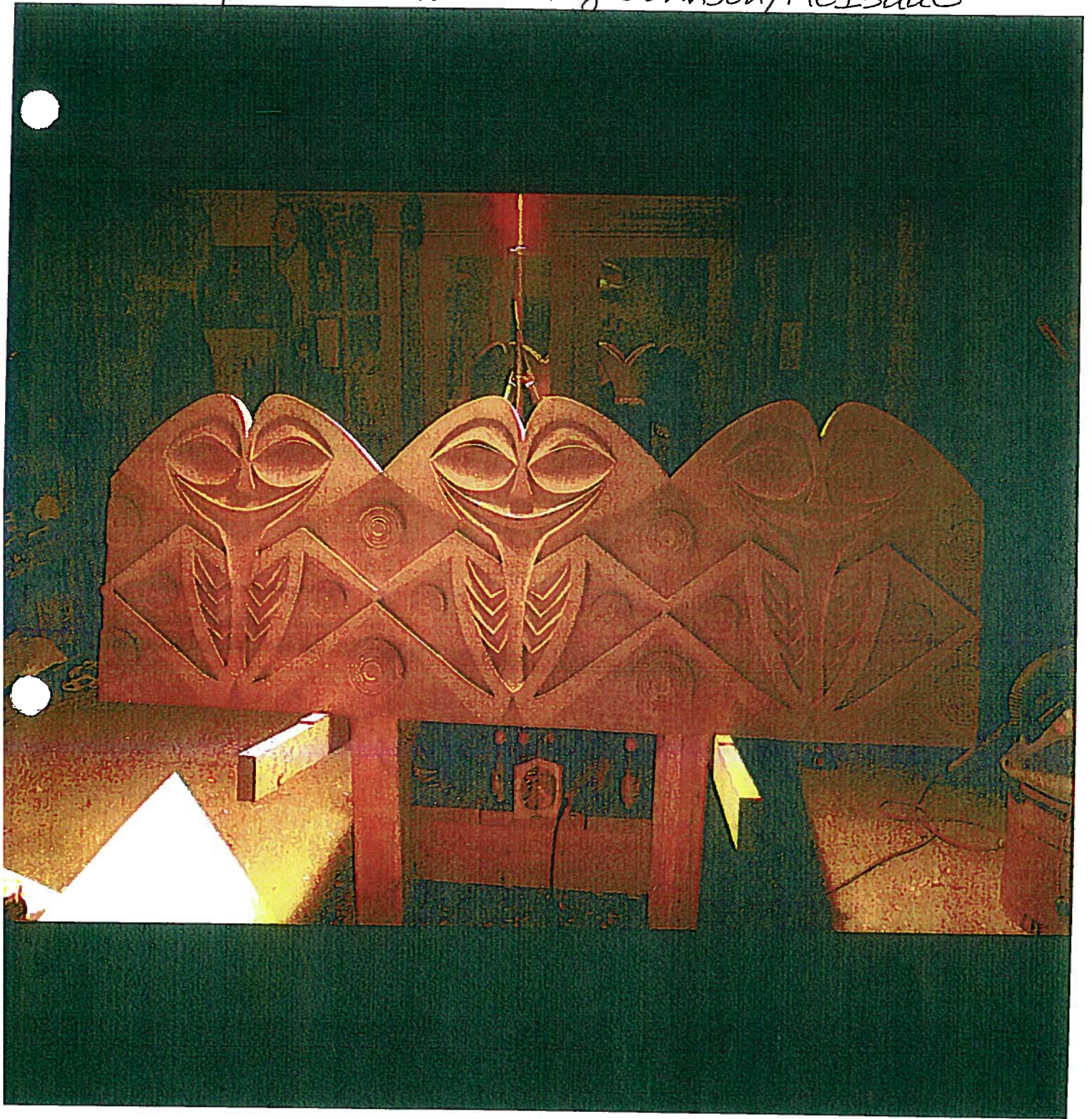
→ new or proposed artwork by Johnson/McIsaac



wapato wakes up -



Sample of Artwork by Johnson/McIsaac





## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST TEAM a fixed fee of \$8,000 which shall constitute full compensation for all services, materials, travel, delivery, insurance, and installation to be furnished under the terms of this agreement.

Such fee shall be paid in installments as follows:

- 1st payment: \$4,000.00 (50%) to be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the artist team.
- 2nd payment: \$4,000.00 (50%) to be paid upon receipt of all final documentation and receipt of an appropriate invoice from the artist team.

These payments are based on completion of WORK and inspection and acceptance by the City for conformance with project specifications. ARTIST TEAM will notify the City of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the final payment.

### ACCEPTANCE.

Representatives of the CITY shall inspect ARTIST TEAM'S progress through on-site studio visits or photographic documentation provided by the ARTIST TEAM. Progress payments specified above will be made when the CITY representatives and the ARTIST TEAM certify WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST TEAM shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST TEAM and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST TEAM has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST TEAM will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST TEAM therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST TEAM SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST TEAM shall leave WORK and site in good condition when installation is complete.
2. Complete attached "Design Phase Form" in consultation with professional art conservator, if applicable.
3. Design, fabricate and install the WORK in accordance with the ARTIST TEAM'S model and subsequent discussions between the ARTIST TEAM, the CITY and representatives of the project site.
4. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
5. Install the WORK in a manner acceptable to the CITY.
6. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).

**Conservation Record Form  
Two-Dimensional Work of Art**

---

To be completed by ARTIST TEAM as addendum to contract.

ARTIST TEAM:

Title of Work:

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

\_\_\_\_\_  
ARTIST TEAM Signature

\_\_\_\_\_  
Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐ Excellent   ☐ Good                      ☐ Fair                      ☐ Poor

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Date

**CONCEPTUAL INFORMATION**

Please provide a brief statement to be used on the wall label for the artwork.

What is the expected life span of this artwork?

## **MATERIALS**

Describe the materials/media used in the fabrication of the painting, drawing, collage, etc. (Be specific. Include source or manufacturer, brand names, fiber content, paper type, life expectancy of material according to manufacturer, etc.)

1. Support (base or foundation, i.e. paper, canvas, cardboard, panel, etc.):

2. Ground (material, primer, etc. used to isolate media from support):

Method of application/tools used:

3. Materials/media used in painting, drawing, collage, etc. Also specify palette (brand name of media, color names):

Method of application/tools use. If collage, what glue was used to assemble?

Medium/thinners used:

4. Varnish or protective coating. (e.g. natural, paint color and type, glaze, sealer, patina, etc.):

Method of application/tools used:

When applied (i.e. immediately upon completion, after 6 months, etc.):

### **FRAMING/INSTALLATION**

1. Indicate the color matt board you prefer?

- ☐ warm white
- ☐ cool white

2. Indicate how you want the photograph presented:

- ☐ floated
- ☐ matted (size matt preferred: \_\_\_\_\_"H x \_\_\_\_\_"W

3. If work is comprised of more than one piece requiring special assembly, supply description of how to install correctly (provide photograph or sketch):

3. Under what type of light was work executed?

4. Location of process/completion:

Date of completion:

How long was work in process?

### **FRAMING**

1. Are there any aesthetic preferences in how work should be framed (e.g., matt color, frame color/material)?

2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. (Provide photograph or sketch):

### **ENVIRONMENTAL FACTORS**

Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken. (e.g., direct sunlight, temperature, air moisture or dryness, flooding, air pollutants, human interaction with artwork - touching, sitting, climbing, vandalism):

### **DESIRED APPEARANCE**

1. What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work.

### **MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (e.g., removal of dust/dirt, maintenance of protective surfaces, etc.), or less frequent and more extensive preventive measures, (e.g. disassembly and inspection, reapplication of protective sealers, repainting, etc.):

### **SPECIAL CONSIDERATION**

Are there any unique materials (resins, plastics, expanded polystyrene, etc) or other aspects that should be known about the artwork



*City of Tualatin*

18880 SW Martinazzi Avenue

Tualatin, Oregon 97062-7092

ATTACHMENT 7

**AGREEMENT FOR THE CREATION AND TRANSFER OF A WORK OF ART**

This Agreement is between the City of Tualatin (CITY) and Linda Prokop (ARTIST).  
ARTIST located at 34808 NE 5<sup>th</sup> Street, Washougal, WA 98671.

WHEREAS, the CITY desires to purchase artwork for installation in its new Library and;

WHEREAS, the Artist has been selected to create and install the artwork (WORK).

AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES

ARTIST shall execute and install the WORK in accordance with the proposal attached as Exhibit A and the following description and specifications:

Description of Work

Name of Art Project: "Storyteller"

Location of Project: City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062

Location of Work of Art: Tualatin Public Library, Exterior

Type of Work: Bronze Sculpture

Design, Dimensions, Materials, Installation:

Approximately 8 ft. circular bronze sculpture featuring a  
lifesize 5 ft. to 5-1/2 ft. seated woman figure with four  
children gathered at her feet. Single base concrete  
pedestal supplied and installed by CITY.  
Design details per Exhibit A.

Date for completion of work: December 1, 2008



2. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of March 24, 2008, and shall terminate upon delivery, installation and final approval by the CITY; and all the terms of this contract have been completed.

3. COMPENSATION

The compensation as provided in Exhibit B shall constitute full compensation for all work required to complete the project.

4. INDEPENDENT CONTRACTOR STATUS

- a) The ARTIST is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments.
- b) The ARTIST and its subcontractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

5. ASSIGNMENT

ARTIST shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the CITY.

6. OWNERSHIP OF WORK/COPYRIGHT/REPRODUCTION/RESALE/DEACCESSION

- a) Ownership. The WORK created under this agreement shall be the property of the CITY.
- b) Copyright. The ARTIST shall retain copyright, but shall make no exact duplications to full scale of the WORK at another location. All copyright and further reproduction rights to the WORK shall remain with the ARTIST.
- c) Protection of Copyright. The CITY shall take all steps necessary to ensure that ARTIST'S copyright is protected. The CITY understands that the copyright to the WORK remains with ARTIST and that the copyright is not transferred to the CITY unless otherwise stated in writing by ARTIST.
- d) Copyright Claims. ARTIST agrees that ARTIST shall give the CITY written notice prior to asserting any claim pertaining to the specific ARTWORK references herein that may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, the CITY shall have at least 90 days from the date of receipt to evaluate and/or cure any such claim.
- e) Reproductions. The ARTIST shall allow the CITY to make and authorize the making of photographs and other two-dimensional reproductions of the WORK for educational, public relations; arts promotion and other limited commercial purposes for as long as the CITY owns the work. On any such reproduction, the CITY will acknowledge the ARTIST'S authorship and provide copyright notification in compliance with the U.S. copyright law. In the event the CITY wishes to use the WORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.
- f) Resale. The CITY agrees that if in the future it sells the WORK during the lifetime of the ARTIST, the CITY shall pay the ARTIST a sum equal to fifteen percent (15%) of the appreciated value of the WORK. For the purposes of this agreement, appreciated value shall mean the sale price of the work of art less

the original purchase price as stated in this agreement. The CITY shall use best efforts to give written notification to ARTIST of impending sale. If, after 90 days, the CITY is unable to contact the artist, it will proceed with the sale.

- g) Deaccession Procedure. The ARTIST agrees and acknowledges that should the deaccessioning of the WORK become necessary at any point, the CITY shall proceed with deaccessioning pursuant to approved guidelines.
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7. DELIVERY AND INSTALLATION

Upon acceptance of WORK in manner described in Exhibit B, ARTIST shall deliver WORK in good condition as specified in Exhibits B and C.

8. WARRANTY, LOSS OR DAMAGES

ARTIST warrants that the work is and will be the original product of ARTIST'S own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. This shall not, however, preclude ARTIST from subcontracting certain processes as described in Exhibit C. The artist may subcontract portions of the work upon prior written consent from the CITY.

- a) ARTIST warrants for a period of one year from the date of acceptance by the CITY of the WORK that the WORK shall be free from defects in material and workmanship. The CITY shall not unreasonably withhold acceptance of the completed WORK or of its installation, and shall accept or reject the WORK no later than forty-five (45) days after its completion. ARTIST shall repair or replace at the CITY'S discretion and at no additional cost to the CITY any portion of the WORK that is found to be defective during the warranty period. The CITY agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- b) ARTIST shall assume all risk of loss or damage to the WORK prior to completion and installation. The CITY shall assume all risk of loss or damage to the WORK after acceptance of the work provided such loss or damage is not the fault of ARTIST.
- c) In the event of physical loss or damage to the WORK prior to completion and installation, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the CITY.

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With respect to any repair or restoration of the WORK not covered by the warranty provided in Paragraph 8, ARTIST shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the WORK.

10. NONDESTRUCTION/ALTERATION

The CITY agrees not to purposefully destroy, alter, modify or otherwise change the WORK in any way whatsoever. If any alteration occurs after the receipt of the WORK by the CITY whether intentional or accidental, the ARTIST has the right to request that the WORK shall no longer be represented to be the WORK of the ARTIST or that the WORK be removed until restored at the CITY'S expense.

11. MAINTENANCE

The CITY shall be responsible for the proper cleaning, maintenance, and protection of the WORK after installation, pursuant to the instructions provided by ARTIST and submitted by ARTIST on the Conservation Record Form, Exhibit C attachment.

12. EARLY TERMINATION OF AGREEMENT

CITY and ARTIST, by mutual written agreement, may terminate this Agreement at any time.

13. PAYMENT ON EARLY TERMINATION

- a) In the event of termination, CITY shall pay the ARTIST for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination, if ARTIST has not performed work for which he/she has been paid, ARTIST shall return a portion or all of their payment to CITY.
- c) In the event of early termination, all ARTIST'S work product will become and remain property of the CITY.

14. INDEMNIFICATION

The ARTIST shall hold harmless, defend, and indemnify the CITY, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the ARTIST'S work or any subcontractor's work under this agreement.

15. LIABILITY INSURANCE

N/A

16. WORKERS' COMPENSATION INSURANCE

- a) If applicable, the ARTIST shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The ARTIST further agrees to maintain workers' compensation insurance coverage for the duration of the Agreement.
- b) In the event the ARTIST's workers' compensation insurance coverage expires during the term of this Agreement, the ARTIST agrees to timely renew his/her insurance either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide CITY such further certification of workers' compensation insurance as renewals of said insurance occur.

17. BUSINESS LICENSE

If the ARTIST earns \$25,000 or more in one tax year within the City of Tualatin as an independent contractor, ARTIST shall obtain City of Tualatin business license prior to beginning work under this Agreement. ARTIST shall provide a business license number in the space provided at the end of this Agreement.

18. SEVERABILITY

If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other term of this Agreement.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any action commenced under this Agreement shall be exclusively in Washington County, Oregon.

20. ARBITRATION

Any dispute between the parties, including but not limited to disputes arising out of this Agreement, shall, upon written notice, be submitted to binding arbitration pursuant to Oregon law by a professional arbitration service acceptable to the parties. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon. If the parties are unable to agree on an arbitrator or an arbitration service within 15 days from receipt of written notice, the dispute shall be submitted to the presiding court judge for the County of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

21. ATTORNEY'S FEES

In the event of arbitration or litigation arising out of, or in any way related to any term set forth in this Agreement, the prevailing party, in addition to any other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at arbitration, trial and/or on appeal.

22. NON-WAIVER

The waiver by any part of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

23. AMENDMENTS

Any amendment to this Agreement must be made in writing and signed by the party against whom enforcement is sought.

24. NOTICES

All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth above or at such address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces any prior written or oral agreements, or understandings between the parties.

Final payment shall be withheld until documentation is received in a manner acceptable to the CITY.

Linda Prokop  
Artist  
By \_\_\_\_\_

City of Tualatin

By Sherilyn Lombos  
Sherilyn Lombos

Name LINDA PROKOP

Title: City Manager

Address 34808 NE 5th St

18880 SW Martinazzi Avenue

Washougal, WA 98671

Tualatin, OR 97062

Phone 360 835 5864

503-691-3060

Email LINDA · PROKOP@YAHOO · COM

850-44-9670, 314 74 9305  
Federal ID Number or Social Security Number

APPROVED AS TO LEGAL FORM

Brenda L. Braden  
City Attorney

## EXHIBIT A

Artist: Linda Prokop  
34808 NE 5<sup>th</sup> Street  
Washougal, WA 98671  
360.835.5864

Title: *Storyteller*

Medium: Bronze Statue

Dimensions: 8 ft. Circular with life size figure

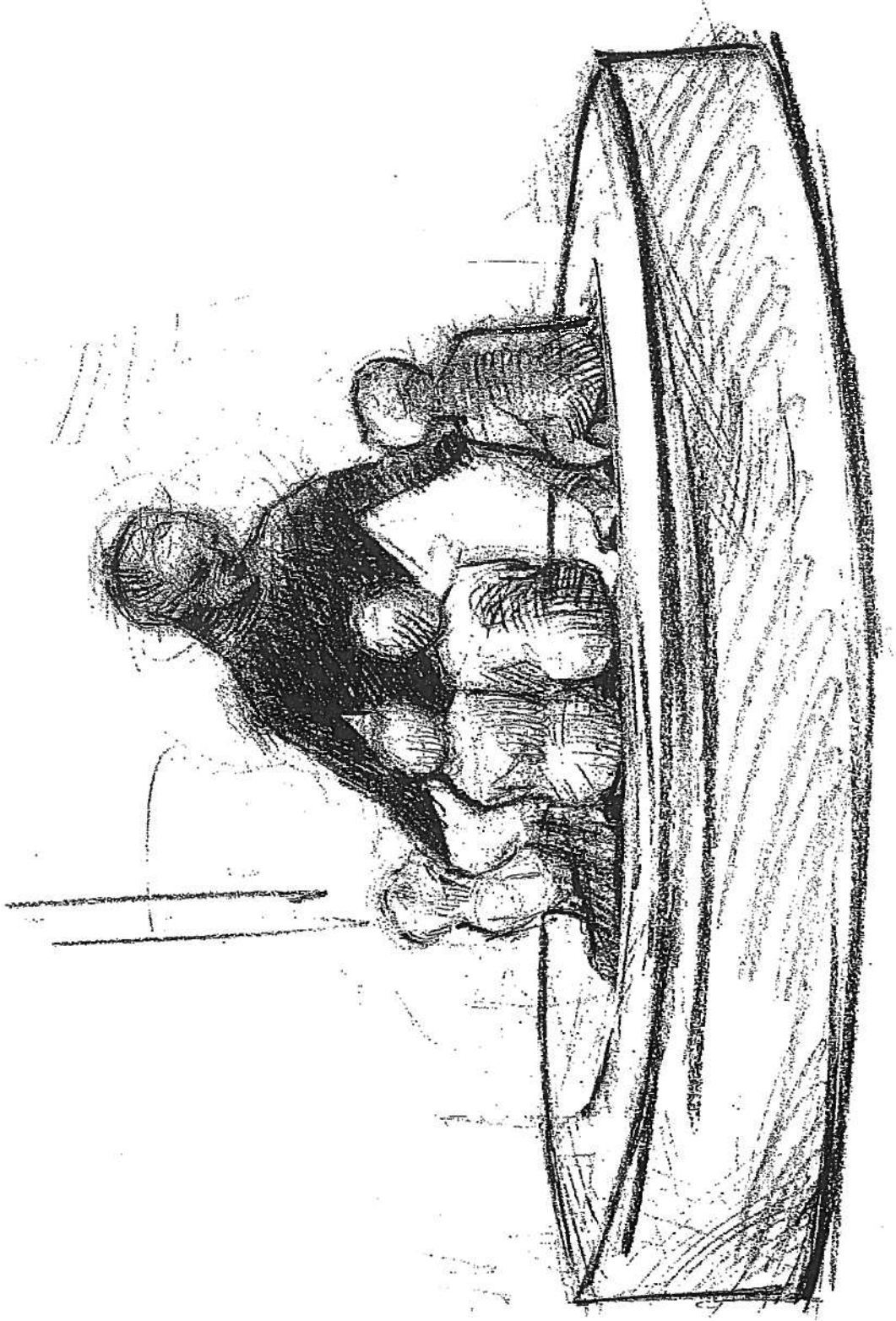
Purchase Price: \$55,000

Description: Life size 5 ft. to 5-1/2 ft. seated woman figure with four children gathered at her feet. The sculptural style is gestural and immediate. The postures and gestures of the "Storyteller" figures are animated to emphasize their interaction.

Process: I would begin the process by sculpting the original clay model. After approval, a mold is made from the clay. Then the sculpture begins production in the lost wax method for casting. Each section of the mold will be poured in wax and through the foundry process will be cast into metal. The sculpture is re-assembled, the welds re-textured, and the last step in the process is the patina. Chemicals are applied to the surface with heat, bonding, and different chemicals result in different colors. As you can see it is an elaborate process that involves many talented crafts people and time.

It is of paramount importance that my work be both aesthetically beautiful and emotionally engaging.

Sketch of Proposed Krokop Artwork





very much work.





Sample of Proposed Style of Prokop Artwork





## EXHIBIT B

### PAYMENT PROVISIONS

The CITY shall pay the ARTIST a fixed fee of \$55,000 which shall constitute full compensation for all services, materials, travel, delivery, and insurance to be furnished under the terms of this agreement.

Such fee shall be paid in installments as follows:

1st payment: \$18,333.33 (33%) to be paid June 1, 2008.

2nd payment: \$18,333.33 (33%) to be paid upon completion of clay model prior to bronzing and receipt of an appropriate invoice from the artist.

3rd payment: \$18,333.34 (33%) to be paid upon completion of all work by the Artist, including installation and final acceptance of the project by the City and receipt of an appropriate invoice from the artist.

These payments are based on completion of WORK and inspection and acceptance by the City for conformance with project specifications. ARTIST will notify the City of the date upon which fabrication of the WORK commences and will submit maintenance and installation plans prior to receipt of the third payment.

### ACCEPTANCE.

Representatives of the CITY shall inspect ARTIST'S progress through on-site studio visits or photographic documentation provided by the ARTIST. Progress payments specified above will be made when the CITY representatives and the ARTIST certify WORK has been performed.

The CITY shall conduct its inspection at the conclusion of fabrication and shall indicate its acceptance or rejection within three days thereof. ARTIST shall be paid no later than thirty days from the time of the CITY'S acceptance of fabrication and installation in the above phases.

The CITY may reject WORK and require that it be redone if it is not in conformance with the project specifications agreed upon by ARTIST and the CITY. The CITY will accept the finished WORK when it conforms sufficiently to specifications. The CITY reserves the right to reject any portion of the WORK outright if it cannot be brought into satisfactory conformance.

## EXHIBIT C

The ARTIST has been commissioned based upon a design submitted for The Tualatin Public Library Art Project. It is understood the ARTIST will make every effort to create the WORK in the spirit of the design, but that the necessity for continuous refinement and development may alter the final rendering. The ARTIST therefore, with the approval of the CITY, which approval shall not be unreasonably withheld, may make necessary design modifications as the WORK progresses so long as general concept and materials remain the same.

### ARTIST SHALL:

1. Deliver and install WORK in good condition in accordance with specifications described in Exhibit B. ARTIST shall leave WORK and site in good condition when installation is complete.
2. Complete attached "Design Phase Form" in consultation with professional art conservator, if applicable.
3. Design, fabricate and install the WORK in accordance with the ARTIST'S model and subsequent discussions between the ARTIST, the CITY and representatives of the project site.
4. Complete attached "Conservation Record Form" including description of installation, materials and fabrication methods used in WORK, and the recommended maintenance instructions and means of future conservation or restoration that may be required, including the names and addresses of relevant manufacturers or agencies.
5. Install the WORK in a manner acceptable to the CITY.
6. Provide the CITY with proper documentation to be agreed upon with the project manager but including a minimum of:
  - For two-dimensional work: One (1) digital image of an overall view formatted at highest or maximum quality (or at 300 dpi).
  - For three-dimensional work: One (1) digital image each of 3 different views formatted at highest or maximum quality (or at 300 dpi).

**Conservation Record Form  
Three-Dimensional Work of Art**

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To be completed by artist as addendum to contract and submitted when artwork is completed.

Artist: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Date completed: \_\_\_\_\_

Dimensions of Work (H x W): \_\_\_\_\_ Purchase Price \_\_\_\_\_

Name of consulting Conservator:  
\_\_\_\_\_

\_\_\_\_\_  
Artist Signature Date

**TO BE COMPLETED BY AGENCY**

Condition of artwork upon accession:

☐ Excellent   ☐ Good   ☐ Fair   ☐ Poor

\_\_\_\_\_  
Agency Signature Date

**CONCEPTUAL INFORMATION**

1. Please provide a brief statement for the artwork.
  
  
  
  
  
  
  
  
  
  
2. Please provide an in-depth conceptual statement which may be used in the future for conservation (imagine that this artwork is rediscovered after being lost for 200 years and this statement will be used to restore this artwork to its intended condition):
  
  
  
  
  
  
  
  
  
  
3. What is the expected life span of this artwork?

**MEDIUM AND TECHNIQUE** (Supply brand names of materials used when possible.)

1. Principal materials used in fabrication; describe in detail (i.e. specific metal, brand name, source, or manufacturer, etc.):
2. Other materials used (i.e., screws, nails, glue, armatures, etc.):
3. If applicable, describe any electrical components used, their operation and supplier:
4. Preliminary work methods (i.e. drawings, smaller models, etc.):
5. Equipment used in construction:
6. Final working methods, describe in detail (i.e. cast, welded, carved, modeled, thrown, assembled, etc.):
7. Describe how final surface/patina achieved:
8. Protective coating (method of application):

9. Where was work completed? (i.e., name of studio, foundry, etc.):

Date work completed:

How long was work in process?

## **INSTALLATION**

1. Are there any special installation considerations (i.e. viewing height, measured distance from relative objects. etc.)?
2. If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly. If this artwork is comprised of more than one element, which is physically separated, please describe each element and where it is located (provide photograph, sketch or map):

## **EXTERNAL FACTORS**

1. Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken (e.g., direct sunlight, extremes of annual rain or snowfall, temperature, air moisture or dryness, acidity of rainfall, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic; animal interaction with artwork - potential for nesting, droppings, etc.; human interaction with artwork- touching, sitting, climbing, vandalism):



## **DESIRED APPEARANCE**

1. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the agency should strive in order to maintain the artist's intent (e.g. matte rather than glossy luster, color of patina). What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
2. If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspects of the site, which, if altered, would significantly alter the intended meaning, and/or appearance of the work:

## **MAINTENANCE/CONSERVATION INSTRUCTIONS**

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (with observations regarding permanency/durability of materials and techniques):

1. Routine maintenance (e.g., removal of dust, dirt; maintenance of protective surfaces; tightening, adjusting, oiling; etc.):
2. Cyclical maintenance (less frequent and more extensive preventive measures, e.g., disassembly and inspection; reapplication of protective sealers; repainting; etc.):

## **SPECIAL CONSIDERATION**

Provide detailed information about the artwork if it includes any electrical, mechanical, other unique or contemporary materials:

1. Are there any electrical components (lights, motors, transformers, photovoltaic, etc), mechanical (bearings, springs, universal joints, etc), or unique materials (resins, plastics, expanded polystyrene, etc):

2. Please provide detailed schematics of electrical components or mechanical drawings and names of manufacturers as well as detailed information of where the these components were purchased:
3. How often and in what ways should these components be maintained (tighten connections, replace bulbs, check timers, replace batteries, etc):
4. Provide any other pertinent information for the care of the these components as well as location of electrical power disconnect, if applicable:

## Design Phase Conservation Evaluation

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As part of all contracts for City of Tualatin, artists are required to complete this form in consultation with a professional art conservator. Consulting with a conservator regarding elements in the design process of outdoor sculpture can result in less costly and more effective maintenance after the work is installed. This form is for those sculptures intended to endure for at least 20 years.

**Date:** \_\_\_\_\_

**Artist:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Location:** \_\_\_\_\_

*Checklist for discussion/approval:*

- ☐ **SITE**  
Long term survival of outdoor sculpture will be affected by use of the site, adjacent buildings, trees, roads, playgrounds, ponds, etc.
  - ☐ Site appropriate for artwork
  - ☐ Conservator recommendations
  
- ☐ **MATERIALS & DESIGN**  
Materials and coatings should be selected based on their ability to survive environmental conditions that include chemical pollutants, soot from automobiles, buses, or local industries, sunlight exposure, abrasive wind-blown dusts, graffiti.
  
- ☐ **Foundation/footings**
  - ☐ accepted as designed
  - ☐ conservator recommendations (attach recommendations if appropriate)
  
- ☐ **Structural materials**
  - ☐ accepted as designed
  - ☐ conservator recommendations (attach recommendations if appropriate)
  
- ☐ **Surface materials**
  - ☐ accepted as designed
  - ☐ conservator recommendations (attach recommendations if appropriate)

We are in agreement with the above recommendations.

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Artist's signature \_\_\_\_\_ Date \_\_\_\_\_

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Conservator's signature \_\_\_\_\_ Date \_\_\_\_\_



# STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary M. B. Smith

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Sherilyn Lombos, City Manager *SL*  
**DATE:** March 24, 2008  
**SUBJECT:** APPROVAL OF 2008 LIQUOR LICENSE RENEWALS – LATE SUBMITTALS

---

## ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve liquor license renewal applications for 2008. The businesses listed below submitted their 2008 renewal application too late to be included in the renewals approved at the February 25, 2008 Council meeting. Copies have not been included with this staff report but are available at the City Offices for review.

## RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the following liquor license application renewals for 2008:

- Nacho Mama's
- Parallel 45°
- Qdoba Mexican Grill
- Thai Bistro
- Tualatin Gas & Food Mart
- Tutto Bene

## EXECUTIVE SUMMARY:

Annually the Oregon Liquor Control Commission (OLCC) requires all liquor licenses be renewed. According to the provisions of City Ordinance No. 680-85, establishing procedures for liquor license applicants, applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The liquor license renewal applications are in accordance with all ordinances and the Police Department has conducted reviews of the applications.

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

## FINANCIAL IMPLICATIONS:

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




Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary MSand

# STAFF REPORT

## CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager 

**DATE:** March 24, 2008

**SUBJECT:** WASHINGTON COUNTY FAIRGROUNDS REVITALIZATION  
MASTER PLAN PRESENTATION

---

### ISSUE BEFORE THE COUNCIL:

Consider a presentation by representatives of the Washington County Fairgrounds Revitalization Task Force regarding the master plan.

### RECOMMENDATION:

Staff recommends that the City Council accept this presentation.

### EXECUTIVE SUMMARY:

Community representatives were appointed by the Washington County Board of Commissioners in March 2007 to develop a plan for the County's 101-acre Fair Complex property. The goal is to revitalize the property to ensure its long-term economic viability and service to the community.

Features of the four-phase plan include:

- A 120,000 square foot exhibit hall.
- A connection plaza between the light rail and exhibit hall with green space.
- The extension of Grant Street from NE 28<sup>th</sup> Ave. to NE Brookwood Parkway.
- The addition of green space along Cornell Road.
- A relocated National Guard armory.
- A 100,000 square foot open pavilion.
- The addition of a ball field and retention of existing field.
- The rehabilitation of existing buildings.
- A future development site.

The phase one investment is an estimated \$55 million and would be funded through various revenue sources, including a general obligation bond to potentially be on the November 2008 ballot. Implementation of additional phases would depend on voter approval of phase one.



# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 3-24-08  
Recording Secretary MSM

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager *SL*

**FROM:** Mike McKillip, City Engineer *MMK*  
John Stelzenmueller, Building Official *JRS*

**DATE:** March 24, 2008

**SUBJECT:** An Ordinance Adopting the 2008 Editions of the Oregon Residential Specialty Code and the 2008 Oregon Plumbing Code

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### ISSUE BEFORE THE COUNCIL:

Whether the Council should adopt the most recently approved Residential and Plumbing codes to remain consistent with the State of Oregon code cycle by amending TMC 4-1-010

### RECOMMENDATION:

Staff recommends adopting the 2008 editions of the Oregon Residential Specialty Code and the Oregon Plumbing Code by amending TMC 4-1-010 to include reference to the new codes.

### EXECUTIVE SUMMARY:

On January 10, 2005, the City of Tualatin adopted the first series of International codes that were new to Oregon. This marks the third code cycle Oregon has joined with the other 49 states in support of the combined International codes. Pursuant to State law, the State of Oregon adopts all new building related codes statewide. Local jurisdictions must then adopt, by ordinance, the state code and certain appendices and sections not previously adopted by the state, to enable the local jurisdictions to enforce the code within its corporate limits. These are administrative and specialty-type provisions.

Other sections of TMC 4-1 are being updated to reflect the new code changes in administrative processes established by the City of Tualatin and the State. These are



minor in nature. On April 1, 2008 the State of Oregon Building Codes Division will implement the enforcement of:

- the new International Residential Code (IRC) with Oregon amendments.
- the new Uniform Plumbing Code (UPC) with Oregon amendments.

This ordinance will allow the new codes to be applied within the Tualatin city limits.

**OUTCOMES OF DECISION:**

If adopted the City of Tualatin Building Division will remain current with State of Oregon adopted codes and rules. If not adopted, the City will be out of compliance with the State Building Code.

**FINANCIAL IMPLICATIONS:**

No impact

**Attachments:**      A. Ordinance

ORDINANCE NO. 1254-08

AN ORDINANCE RELATING TO BUILDING CODES, ADOPTING THE 2007 EDITIONS OF THE OREGON STRUCTURAL SPECIALTY CODE, MECHANICAL SPECIALTY CODE, & THE OREGON FIRE CODE AS AMENDED, AND AMENDING THE TMC 4-1-010.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1. TMC 4-1-010 is amended to read as follows:**

In addition to compliance with this and other ordinances of the city, building and related activities shall comply with the following additional requirements:

- (1) Chapter 1 of the 2007 edition of the Oregon Structural Specialty Code, as adopted by the Administrator of the State Building Codes Division, also section 115 and appendices G, Flood-resistant Construction and H, Signs.
- (2) Chapter 1 of the 2007 edition of the Oregon Mechanical Specialty Code, as adopted by the Administrator of the State Building Codes Division and sections
- (3) All Chapters of the 2004 ~~2008~~ edition of the Oregon Plumbing Specialty Code, as adopted by the Administrator of the State Building Codes Division.
- (4) The February 2004 edition of the Oregon Manufactured Dwelling Administrative rules, as adopted by the Administrator of the State Building Code Division.
- (5) The 2003 edition of the Administrative Rules governing Manufactured Dwelling Parks, as adopted by the Administrator of the State Building Codes Division.
- (6) The 2003 edition of the Recreational Parks and Organizational Camps Administrative Rules, as adopted by the Administrator of the State Building Codes Division.
- (7) The ~~2002~~ <sup>2002</sup> edition of the Oregon Manufactured Dwelling and Park Specialty Code, with appendices A, B, and C, as adopted by the Administrator of the State Building Codes Division.
- (8) The ~~2005~~ **2008** edition of the **Oregon Residential Specialty Code**, as adopted by the Administrator of the State Building Codes Division.
- (9) The 2007 Oregon Fire Code as adopted by the Administrator of the State Building Codes Division.

No person shall conduct building or related activities without compliance with these standards.

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March, 2008

CITY OF TUALATIN, OREGON

BY

Mayor

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

ATTEST:

BY

City Recorder



Approved By Tualatin City Council


Date 3-24-08


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 

**DATE:** March 24, 2008

**SUBJECT:** AN ORDINANCE RELATING TO PARKING; REGULATING PARKING AT CITY CENTER, LIBRARY, AND COUNCIL BUILDING; AND AMENDING TMC 8-1-240 AND 8-3 SCHEDULE C

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### ISSUE BEFORE THE COUNCIL:

Whether the City Council should pass an ordinance amending Tualatin Municipal Code (TMC) 8-1-240 and 8-3 Schedule C Time Zones for City Center, Library and Council Building parking time zone regulations.

### RECOMMENDATION:

Staff recommends that City Council adopt the attached ordinance.

### EXECUTIVE SUMMARY:

- This request is to amend TMC 8-1-240 and 8-3 Schedule C for parking time zone regulations to account for the parking stall reconfiguration and expansion associated with the Library/City Offices Expansion project.
- With Library/City Offices remodeling and expansion, the parking lot on the south side of the Library/City Offices was reconfigured along with the lot adjacent to the Council Building.
- Time zone allocations associated with the Library and Council Building parking spaces are proposed to be modified based on the construction project and change in use demand for the parking lots.
- TMC 8-1-240 written descriptions on parking requirements must be updated to recognize the changing circumstances from expansion of the Library and City Offices and its associated parking. Current time zones are limited to two hours. In the proposal parking will be established from a range of 5 minutes for book drop-off, 30 minutes for short-term city business, 1-hour, 2-hour and 3-hour

## STAFF REPORT: Parking Time Zones Library/Council Building

March 24, 2008

Page 2 of 3

spaces. The time regulations will be enforced between 8 AM and 5 PM Monday through Friday, excluding holidays.

- City staff will no longer be exempt for parking regulations in the parking lot areas and will park in other areas, such as on the north side of the City Offices or in the Green Lot on SW Boones Ferry Road. The Parking Enforcement Officer patrols the Library/Council Building parking lot for time compliance.
- Validation slips can be issued by the City Manager to parking in spaces that exceed the time limitation. This accommodates various meetings or City activities that exceed the 3-hour maximum time limit.
- In order for the City Center, Library and Council Building parking spaces to be regulated, the time allocations must be included in the parking regulations of TMC 8-1-240 and 8-3 Schedule C.
- Ordinance No. 989-98 last modified the written description for parking regulations for the Library, City Center and Council Building in TMC 8-1-240.
- Ordinance 734-87 last modified TMC 8-3 Schedule C, Time Zones establishing 2-hour parking.
- There are no criteria to apply to this request.

### **OUTCOMES OF DECISION:**

Approval to amend the TMC 8-1-240 and 8-3 Schedule C for parking regulations to account for Library/City Offices/Council Building parking time allocations will result in the following:

1. Parking space time allocations for the Library and Council Building parking lots will be accounted for in TMC 8-1-240 Regulation of Parking at City Center, Library, and Council Building.
2. A revised map reflecting reconfiguration of the Library and Council Building parking lots will be accounted for in Schedule C regarding parking Time Zones.

Denial to amend the TMC 8-1-240 and 8-3 Schedule C for parking regulations to account for Library/Council Building parking time allocations result in the following:

1. The Library/Council Building parking space time allocations will not be included in TMC 8-1-240 and will not be regulated.
2. A revised map reflecting reconfiguration of the Library and Council Building parking lots will not be included in TMC 8-3, Schedule C.

### **ALTERNATIVES TO RECOMMENDATION:**

Alternatives evaluated to passing an ordinance that amends TMC, Chapters 8-1-240 and 8-3 Schedule C are as follows:

1. Not passing an ordinance amending TMC 8-1-240 and 8-3 Schedule C, will result in not regulating the reconfigured lots and time allocations for the Library and Council Building parking spaces.

**STAFF REPORT: Parking Time Zones Library/Council Building**

March 24, 2008

Page 3 of 3

**FINANCIAL IMPLICATIONS:**

Funds have been allocated in the Economic Development Division budget to modify parking regulations at the Library/City Offices/Council Building.

**PUBLIC INVOLVEMENT:**

The CAPD Board was briefed on these proposals as well as the Urban Renewal Advisory Committee.

**Attachments:**      A. Ordinance



ORDINANCE NO. 1255-08

AN ORDINANCE RELATING TO PARKING; REGULATING PARKING AT CITY CENTER, LIBRARY, AND COUNCIL BUILDING; AND AMENDING TMC 8-1-240 AND 8-3 SCHEDULE C.

WHEREAS Tualatin Municipal Code (TMC) 8-1-240 establishes regulations for parking at the City Center, Library, and Council Building for the purposes of constructing, operating, maintaining, and administering public parking facilities; and

WHEREAS TMC 8-3 Schedule C establishes time zone locations and designations to be used at the City Center, Library, and Council Building; and

WHEREAS the written descriptions contained in TMC 8-1-240 must be updated to recognize the changing circumstances from expansion of the Library and City Offices and its associated parking, and

WHEREAS a map showing the reconfiguration of the Library and Council Building parking lots needs to be included in TMC 8-3 Schedule C, and therefore Schedule C must be amended. Therefore,

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 8-1-240 is amended to read as follows:

Section 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 ~~for more than two hours is prohibited~~ **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 ~~two hour~~ **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 vehicles in parking areas referred to in subsection (1) for more than ~~two hours~~ **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) ~~City employees who regularly report for work inside the Council Building may use parking spaces in the area adjacent to the Council Building without a validation slip.~~ 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 not to exceed \$500.

Section 2. TMC 8-3 Schedule C is amended to read as follows:

## Schedule C, Time Zones

<u>Resolution</u>	<u>Date</u>	<u>Location</u>	<u>Designation</u>
1153-82	8/9/82	West side of S.W. Martinazzi Avenue from a point five feet north of the north right-of-way line of S.W. Seneca Street, northward a distance of 119 feet	Loading Zone 15 minute parking
Ordinance No. 734-87 (new#)	10/12/87 (new date)	Front Lot of City Center and Library, Parking Areas adjacent to the Council Building	2-hour parking Monday – Friday 8:00 AM to 5:00 PM Except Holidays <b>See Exhibit G.</b>
4642-07	03/12/07	Parking Lots Blue, Green, Red, White, Yellow [Amended, Ord. 1113-02, 06/10/2002]	See Exhibits A-F.
1374-84	2/27/84	Rescinded by Resolution 3912-01	
1472-84	9/10/84	Rescinded by Resolution 3912-01	
2715-92	5/11/92	Rescinded by Resolution 3912-01	
1472-84	9/10/84	Rescinded by Resolution 3912-01	
2901-93	10/25/93	Rescinded by Resolution 3912-01	
3114-95	08/14/95	Rescinded by Resolution 3912-01	
3645-99	09/13/99	Rescinded by Resolution 3912-01	
3692-00	03/13/00	Rescinded by Resolution 3912-01	
3784-00	10/09/00	Rescinded by Resolution 3912-01	
3912-01	10/22/01	Rescinded by Resolution 3954-02	
3954-02	03/11/02	Rescinded by Resolution 3991-02	
3991-02	6/24/02	Rescinded by Resolution 4008-02	
4008-02	7/22/02	Rescinded by Resolution 4070-03	
4070-03	1/27/03	Rescinded by Resolution 4185-03	
4185-03	12/18/03	Rescinded by Resolution 4642-07	

Section 3. Ordinance No. 734-87 adopted October 12, 1987, is rescinded.

Section 4. The effective date of this Ordinance is July 1, 2008.

INTRODUCED AND ADOPTED THIS 24th day of March, 2008.

CITY OF TUALATIN, Oregon

BY

Mayor

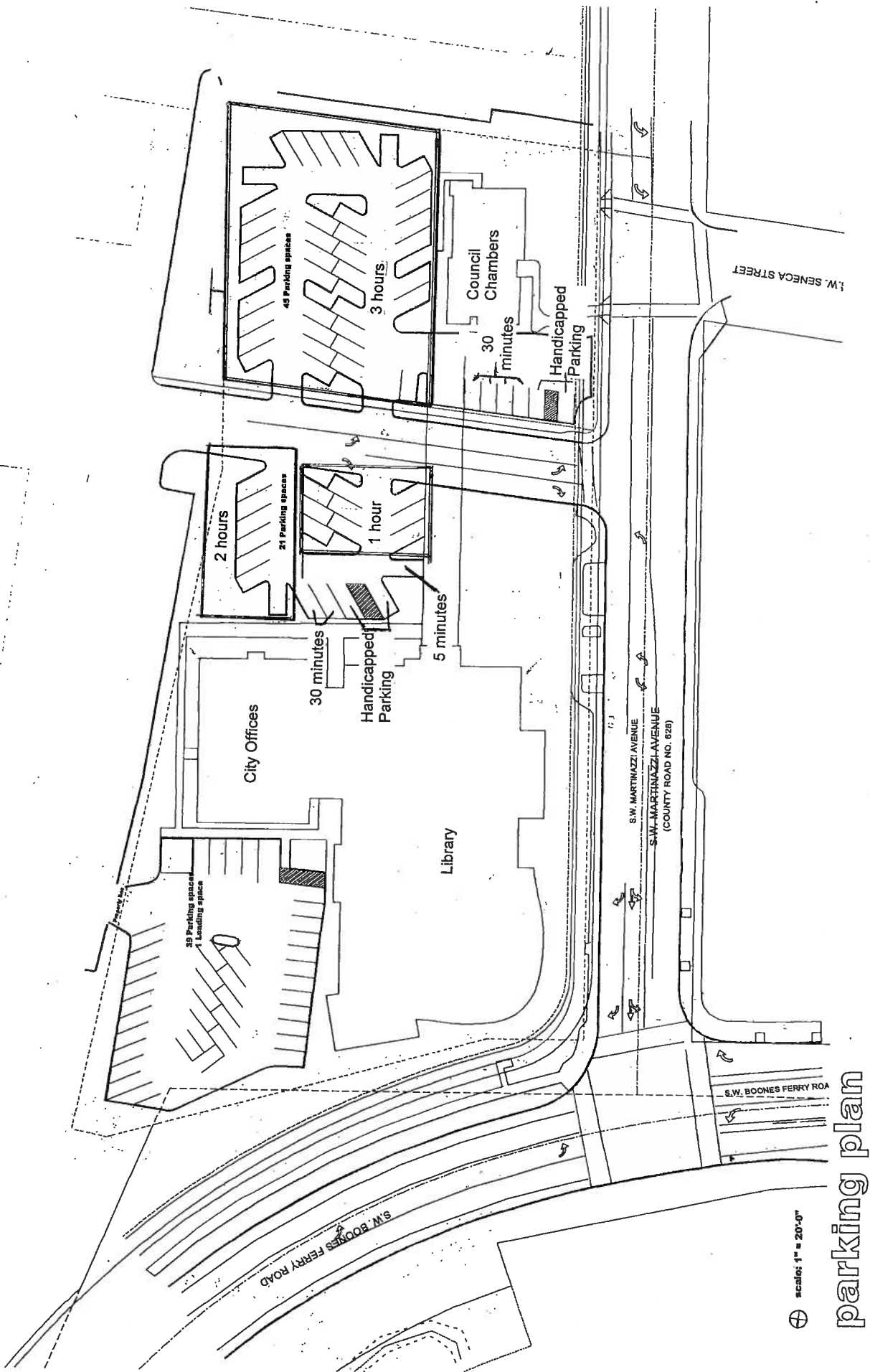
APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

ATTEST

BY

City Recorder



parking plan

Date 3-24-08Recording Secretary MSM

## STAFF REPORT CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

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

**FROM:** Doug Rux, Community Development Director *DR*  
Eric Underwood, Development Coordinator *[Signature]*

**DATE:** March 24, 2008

**SUBJECT:** ORDINANCE ADOPTING CORE AREA PARKING DISTRICT TAX RATE AND CREDIT – FISCAL YEAR 2008/09

---

### ISSUE BEFORE THE BOARD

Whether the City Council should adopt an ordinance establishing a new Core Area Parking District (CAPD) tax rate of \$146.47 for Fiscal Year 2008/09. The FY 2007/08 Core Area tax rate is \$145.02 and is applied based on a formula.

### RECOMMENDATION

The Core Area Parking District Board (CAPDB) met on February 20, 2008, and voted (6 to 0) recommending that the City Council adopt an ordinance for the tax rate at \$146.47 and no modification to the credit formula for Fiscal Year 2008/09.

Staff recommends that the City Council pass the attached ordinance (Attachment A).

### EXECUTIVE SUMMARY:

- This request is a legislative hearing concerning the Core Area Parking District tax rate for FY 2008/09.
- This is an annual review and hearing on the CAPD annual tax rate and credit.
- The rate increase proposal is in line with the Fiscal Year 1999/00 Financial Analysis of the CAPD that identified a gap between revenues and expenditures and a need to increase the tax rate along with reducing expenditures in the District.
- Since the last annual review, City Offices have been incorporated into the District generating approximately \$9,700 in additional annual revenue.
- Additional development like the Robinson Store improvements and the redevelopment of the Mashita property should have a positive impact to the CAPD budget in FY 2008/09.

## STAFF REPORT: CORE AREA TAX RATE FOR FISCAL YEAR 2008/09

March 24, 2008

Page 2 of 3

- The River House development, once completed, will increase the area parking demand. This will also generate additional revenue.
- The tax rate would increase by 1%.
- The new rate will be \$146.47.
- There is no proposed change in the credit formula used to calculate the tax.
- The tax rate increase is an effort to balance revenues and expenditures for the CAPD.
- Tualatin Municipal Code (TMC) 11-3-060 requires the CAPDB, prior to the beginning of the tax year, to make a recommendation to the City Council on tax rates for the upcoming fiscal year.
- There are no criteria to apply to this request. The intent is for the CAPD to remain financially stable and to generate sufficient revenue to meet operational expenses.

### OUTCOMES OF DECISION:

Approval of an increase in CAPD tax rate will result in the following:

1. Bring the District closer to balancing revenues with expenditures in a timely manner.
2. Prevent the scaling back of program resources.
3. Eliminate the need to draw down from the reserve fund to meet parking lot maintenance and service demand.

Denial of an increase in CAPD tax rate will result in the following:

1. Establish the need to identify ways to scale back services.
2. Revenues generated would be less than proposed budget expenditures requiring drawdown of the reserve fund.

### ALTERNATIVES TO RECOMMENDATION:

Alternatives analyzed to establish the proposed tax rate and credit included:

1. Scale back of parking enforcement hours. This could have an impact on parking violations for short-term parking areas. Essentially, limited enforcement could allow long-term parking in short-term spaces impacting patrons for local businesses.

#### *The Parking Enforcement Officer Works ½ Time.*

*This scenario was raised in the '07/08 annual CAPDB tax rate meeting. After evaluation, it was determined that reducing enforcement hours could lead to conflicts of people parking in timed areas and exceeding the time limits. This situation becomes problematic with complaints from businesses in the District.*

2. Reduce maintenance of parking lots, landscaping, striping, sweeping, signing & pavement maintenance.

*Attempts to Revitalize Downtown*

*Reducing maintenance affects appearance and diminishes opportunities for redevelopment. There has been a significant capital investment in upgrading the public parking lots. Maintenance levels are at minimum levels.*

3. Reduce contribution to contingency. Contingency is currently budgeted at 8% of materials and services where 10% is optimum.

*Contingency Fund*

*The contingency is currently budgeted at 8% of materials and services where 10% is optimal.*

**FINANCIAL IMPLICATIONS:**

Revenues support operation of the Core Area District. With the rate increase, the total estimated tax revenue for the District is \$61,601 and in the proposed FY 2008/09 budget.

**PUBLIC INVOLVEMENT:**

The CAPDB February 20<sup>th</sup> meeting was noticed. No business within the District attended or submitted comments on the proposed tax rate and credit.

**Attachments:** Ordinance



ORDINANCE NO. 1256-08

ORDINANCE ADOPTING CORE AREA PARKING DISTRICT  
TAX RATE AND CREDIT – FISCAL YEAR 2008/09

WHEREAS TMC 11-3-060 requires Council to establish a tax rate and credit for the annual Core Area Parking District tax, and

WHEREAS the Core Area Parking District Board recommends to Council that the tax rate be \$146.47 and that the credit remain unchanged; and

WHEREAS Council finds the tax rate and credit to be appropriate.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC Chapter 11-3 Schedule A is amended to read as follows:

The annual Core Area Parking District tax rate for Fiscal-Year 2008/09 is established as \$146.47.

Number of on-site parking spaces provided

Gross leasable area

X space factor = "A"

If "A": is greater than or equal to 1.0, the credit is 50%

If "A": is less than 1.0, the credit is ("A" x 50%)

INTRODUCED AND ADOPTED this 24<sup>th</sup> day of March 2008.

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

CITY OF TUALATIN, Oregon

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

City Recorder

Ordinance No. 1256-08