



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, September 22, 2008

City Council Chambers
18880 SW Martinazzi Avenue, Tualatin, Oregon

**** NO WORK SESSION SCHEDULED FOR THIS EVENING ****

REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

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

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

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

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the world wide web at www.ci.tualatin.or.us, at the Library located at 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.

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. New Employee Introductions - *Cortney Cox, Court Administrator, Finance*
Annie Lewis, Public Services Assistant, Library
2. Proclamation for National Arts and Humanities Month in October
3. Presentation of Visual Chronicle Acquisitions

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA (Item Nos. 1 – 7)

Page #

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

1. Approval of Minutes for the Meetings of July 28, 2008 and August 25, 2008.....
2. Resolution No. 4826-08 Accepting Public Improvements Constructed in Association
with the Birtcher Office Building
3. Resolution No. 4827-08 Accepting Public Improvements Constructed in Association
with the Providence Bridgeport Health Center
4. Resolution No. 4828-08 Allowing Temporary Placement of Construction Jobsite Offices
on SW Hazel Fern Road in Association with the Shoppes
at Bridgeport Project
5. Resolution No. 4829-08 Authorizing Acceptance of a Deed of Dedication and Slope
Easement from Marshall Associated, LLC in Association with
The SW Herman Road and SW Teton Avenue Intersection Project
6. Resolution No. 4830-08 Granting a Conditional Use Permit for the Northwest Regional
Education Service District (NWRESD) Early Intervention
Center as a School Use in a Light Manufacturing (ML) Planning
District at 19500 SW 90th Court (CUP 08-03)
7. Resolution No. 4831-08 Accepting a Contract with RedFlex Traffic Systems.....
(for Photo Red Lights)

E. PUBLIC HEARINGS – Legislative or Other

1. Renaming SW Ottawa Street, SW Warm Springs Street, SW Tonka Street,
SW 119th Avenue, an Unnamed Street, Quarry Access Road, and Portions of
SW Leveton Drive, SW 118th Avenue, and SW 124th Avenue

F. PUBLIC HEARINGS – Quasi-Judicial

None.

G. GENERAL BUSINESS

None.

H. ITEMS REMOVED FROM CONSENT AGENDA

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

I. COMMUNICATIONS FROM COUNCILORS

J. EXECUTIVE SESSION

K. ADJOURNMENT

PROCLAMATION

PROCLAMATION DECLARING THE MONTH OF OCTOBER 2008 AS "NATIONAL ARTS AND HUMANITIES MONTH" IN THE CITY OF TUALATIN

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

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

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

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

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

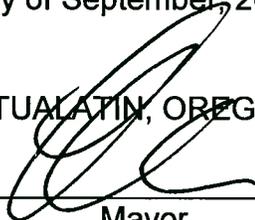
Section 1. October 2008 be proclaimed "National Arts and Humanities Month" in the City of Tualatin.

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

INTRODUCED AND ADOPTED this 22nd day of September, 2008.

CITY OF TUALATIN, OREGON

By _____


Mayor

ATTEST:

By _____


Acting City Recorder



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary G. Kirby

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager 

DATE: September 22, 2008

SUBJECT: APPROVAL OF THE MINUTES FOR THE MEETINGS
OF JULY 28, 2008 AND AUGUST 25, 2008

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Meetings of July 28, 2008 and August 25, 2008.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: Minutes



City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council
Date Sept 22, 2008
Recording Secretary J Kirby

TUALATIN CITY COUNCIL WORK SESSION MINUTES OF JULY 28, 2008

PRESENT: Mayor Lou Ogden, Councilors Chris Barhyte, Monique Beikman, Jay Harris, Donna Maddux, and Ed 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; Dayna Webb, Project Engineer; Eric Underwood, Development Coordinator; Carina Christensen, Assistant to the City Manager; Brad King, Police Captain; Paul Hennon, Community Services Director; Ginny Kirby, Recording Secretary

ABSENT: Bob Boryska* and Donna Maddux* [* denotes excused]

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

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 5:31 p.m.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

Commuter Rail Discussion

Mike McKillip, City Engineer, and Dayna Webb, Project Engineer, gave a PowerPoint presentation. Three noise mitigation options were discussed:

1. Installation of wayside horns,
2. Utilize FRA calculator to determine if crossings qualify for Quiet Zone, and
3. Construct supplemental safety measures (four quadrant gates, gates with raised medians, or channelized devices).

Insurance & Liability

Wayside horns: based on an example agreement on the Union Pacific Railroad webpage, they require \$10 million each occurrence and an aggregate limit of not less than \$10 million.

Staff has been doing research on possible insurance coverage/premiums. It has been found that CIS (the City's insurance company) won't provide insurance for this. It was noted that Pendleton has a quiet zone and their insurance premium is \$45,000/year for \$2 million of coverage. Brief discussion followed regarding potential insurance premiums.

Quiet zones: Union Pacific Railroad Quiet Zone agreement does not specify a required insurance amount, but states the following: Public Authority and Railroad agree that they will cooperate as necessary in defense of any claim, demand, investigation or litigation arising out of or related to this Agreement, the Work, the Project, or the Devices.

Brief discussion followed; Mayor Ogden asked about insurance when commuter rail is up and running. Mr. McKillip noted staff would talk to TriMet regarding what they do for insurance coverage and get back to Council. Discussion continued regarding distance train horns could be heard.

Cost Updates

Wayside Horns: cost ~\$200,000; maintenance ~ \$5-10,000 annually

Four Quadrant Gates: cost ~\$400,000 - \$900,000; maintenance ~\$10,000 annually

Mr. McKillip noted that all railroad equipment is maintained by the railroad; the City maintains roadway and barriers/guardrails.

Driveway Relocation/Closure: cost ~\$20,000 - \$40,000; maintenance ~\$0 annually

Raised Medians & Channelization: cost ~\$30,000 - \$60,000; maintenance ~\$1,000 - \$2,000 annually

Additional On-going Costs: insurance, testing, upgrades, and damage repair. These are conceptual cost estimates; they assume cooperative owners and no land acquisition costs.

Distance between Crossings

If distances are very close, it is possible there could be a continual horn; so need to "lump" some of those together as a package (ex: Avery Street and Industrial Way would be "lumped" and treated as one). It was reiterated that the FRA calculator only relates to quiet zones; not wayside horns; it determines the "risk" at each crossing. If the roadway crossed by the railroad has very few cars and few pedestrians, then it would most likely pass the FRA calculator and could be a quiet zone. However, if another crossing that does not pass the calculator is near, the train may need to blow the train horn when not far from quiet zone crossing ahead.

The four downtown crossings that would be treated "as one" are: Tualatin Road, Nyberg Street, Tualatin-Sherwood Road, and the pedestrian crossing.

Funding Options

Project Partners and Outside Sources were discussed.

Next Steps

Mr. Dave Volz said he feels Tualatin is being held hostage with the train horn noise issue. He feels the Environmental Impact Study is blatantly incorrect and they should be sued since the City relied on that Study. He feels the consultant TriMet used to perform the study should be sued for negligence. Ms. Lombos noted her understanding of the EIS is what is in their control, and the train horn noise comes under Federal regulations. The train is under their control, not the Federal requirements of the actual horn noise; that is why new, longer rails were installed.

Mayor Ogden asked how we determine from the businesses in Tualatin (from Oil Can Henry's area north to Robinson Store area), how the train horn noise will affect them during the hours the commuter rail trains are running (morning: ~5:26 a.m. to ~9:45 a.m.). Councilor Barhyte expressed concern about trying to "fix" a problem after the fact as opposed to trying to fix it up front. Councilor Harris expressed concerns for how the train horn noise could affect businesses downtown, such as outside dining, concerts at the Commons, etc. Discussion followed regarding wayside horn noise.

Mayor Ogden wants staff to research the log for the past two weeks – the times the trains have traveled through town. Ms. Lombos said she received a tentative testing schedule from TriMet; more specifics will be available soon regarding when testing will be done. Mr. McKillip noted that freight train speeds may be going faster due to new tracks and new signals.

Ms. Lombos said staff would:

- * Follow-up with CIS and insurance
- * Follow-up with more specific testing schedule so crossings can be observed

Ms. Webb noted that the highest cost four quadrant gates would be: Tualatin-Sherwood Road and Nyberg Street. This is due to space constraints for the gates. Ms. Lombos said this will be scheduled again at a future work session to give Council an update.

Traffic Impact Fee (TIF) / Transportation Development Tax (TDT)

Michael McKillip, City Engineer, gave a PowerPoint presentation which covered the schedule, process, transit project list, outstanding issues, rates, and credits. August 5, 2008 this goes back to the Board of County Commissioners for further discussion and refinements, there will be final adoption of the ordinance and then to November 4, 2008 election. Mr. McKillip states the initial goal is to raise more funds for road improvements.

The TDT will be a Countywide excise tax levied on new construction; it is calculated and operates as a system development charge. The TIF is a system development charge (SDC); certain lists of projects are eligible for expenditures. Mr. McKillip then reviewed the transit project list, which includes WES improvements, streamline bus efficiency improvements, Beaverton-Tualatin frequent service corridor, etc. Existing rates and proposed rates were discussed. Ms. Lombos distributed a recent article from *The Oregonian*.

Councilor Harris asked if anything could be put in WES improvements that could get funds for wayside horns; Mr. McKillip said he would look into that. Brief discussion followed regarding WES fencing and why no fence would be installed along the pedestrian path (SW Koller to SW Gram).

C. CITIZEN COMMENTS

Not applicable.

D. CONSENT AGENDA

The Consent Agenda was reviewed by the Council. Ms. Lombos noted Item D.1. was being removed.

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

None.

J. EXECUTIVE SESSION

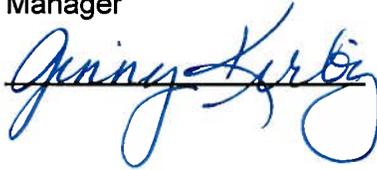
None.

K. ADJOURNMENT

Meeting adjourned at 7:01 p.m.

Sherilyn Lombos, City Manager

Recording Secretary

A handwritten signature in blue ink, appearing to read "Ginny Kurtz", is written over a horizontal line. The signature is cursive and includes a large loop at the end.



TUALATIN CITY COUNCIL MEETING MINUTES OF JULY 28, 2008

PRESENT: Mayor Lou Ogden, Councilors Chris Barhyte, Monique Beikman, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Kent Barker, Chief of Police; Dan Boss, Operations Director; Don Hudson, Finance Director; Dayna Webb, Project Engineer; Brad King, Police Captain; Carina Christensen, Assistant to the City Manager; Colin Cortes, Assistant Planner; Paul Hennon, Community Development Director; Ginny Kirby, Recording Secretary

ABSENT: Bob Boryska* and Donna Maddux* [* denotes excused]

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

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:08 p.m.
Councilor Beikman lead the Pledge of Allegiance.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Rotary Books for Uganda Project – *Joyce Lockard, Beaverton Rotary Foundation*
Ms. Lockard stated today was THE day that over 100,000 used text books were put in containers and shipped to Uganda. Councilor Truax noted that the resolution donating shelving was passed; Ms. Lockard thanked Council. Ms. Lockard gave a PowerPoint presentation that showed some of the poor school conditions in Uganda and the students attending classes.

When there are no textbooks, the teachers must write everything on the blackboard. Average class size is 100 children. Many schools have no furniture and children must sit on the floor all day, which can be dirt in many schools. Most schools do not have a library. Ms. Lockard noted that since 2002, shelving has been received from: Tigard Public Library, Pacific University, and the Emporium Store (when it closed).

Mayor Ogden thanked them for all they are doing.

C. CITIZEN COMMENTS

None.

D. CONSENT AGENDA

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

1. Resolution No. - - - Approving Westside Commuter Rail Project TriMet and City of Tualatin Cooperative Maintenance Agreement **(removed from agenda during work session)**
2. Resolution No. 4814-08 Granting a Conditional Use Permit to Allow Building Materials and Supplies, Warehousing and Wholesaling, And Home Improvement Materials and Supplies Rental at 10700 SW Tualatin-Sherwood Road (CUP-08-02)
3. Resolution No. 4815-08 To Reinstate the Intergovernmental Agreement for Telecommunications Financial Review Services
4. Resolution No. 4816-08 Donating Surplus Library Shelving to the Beaverton Rotary Foundation
5. 2008 Annual Report of the Tualatin Development Commission

MOTION CARRIED.

E. PUBLIC HEARINGS - Legislative or Other

Ordinance Amending the Historic Landmark Demolition Criteria; Amending TDC Sections 68.060(1) and (2) and 68.080 - PTA 08-03

Mayor Ogden opened the public hearing.

Colin Cortes, Assistant Planner, entered the entire staff report and attachments into the record, noting that the Analysis & Findings are in Attachment C. Mr. Cortes stated that staff recommends that Council direct staff to prepare an ordinance granting approval of PTA 08-03 based on the draft ordinance in Attachment D.

PROponents -

Norm Parker, Centerwood Street, Lake Oswego, OR. Mr. Parker stated he is here on behalf of the Tualatin Historical Society (THS). He noted that the THS had concerns since historical buildings are a big part of Tualatin. THS wants to make sure they would have adequate notice of any building that may potentially be demolished and the ability to give their input. Mr. Parker said the THS feels the City has done a great job in working on preserving historical buildings. He said they met with City staff and were assured the City is interested in preserving history. After that conversation, THS feels they can endorse the proposed ordinance.

Mr. Parker said as much as they want to save the old school, they do not want a building to stand empty and deteriorate. He noted that the garden patio at the Heritage Center is complete and it is a terrific project; he invited everyone to come visit.

Tim McHugh, Avery Street, Tualatin, OR. Mr. McHugh said he appreciated the extra time spent on the ordinance and the language modifications made. He wanted clarification in the council packet, pg. 2, that the city has never approved a landmark demolition permit; he feels they did (Robinson store) and that he appealed that. Mr. McHugh feels the proposed language does not provide higher protection, it lowers the protection for historic landmarks. Discussion followed.

OPPONENTS - None.

Mayor Ogden asked Council if they had any questions. Councilor Harris raised a question regarding Attachment A, page 75, 1., language regarding landmark shall be approved, approved with conditions, or denied, if one of the following criteria met; and some language in Attachment D – Draft Ordinance. Mr. Rux agreed there is, apparently, an inconsistency in the attachment that went to the THS. He said the Ordinance will be fixed to reflect the appropriate language. Ms. Lombos noted that language was discussed previously and was removed (the “or denied” was to be taken out of the revised ordinance). Councilor Barhyte felt “or denied” should remain. That sentence will be reworked.

Mayor Ogden closed the public hearing.

COUNCIL DISCUSSION –

Mayor Ogden feels the proposed change does reduce the level of protection for historical buildings, as Mr. McHugh stated. When this Ordinance comes back before Council for approval, everyone needs to have their eyes open when demolition permits are considered.

Councilor Truax noted that Council has a longstanding history of working with the THS in preserving historical buildings in the City. He noted that Council has, over the past few years, been approached regarding increasing the inventory of historical buildings.

MOTION by Councilor Truax; SECONDED by Councilor Beikman to adopt the staff report and attachments and ask staff to prepare an Ordinance granting the Plan Text Amendment (PTA 08-03) based on the draft ordinance in the staff report. MOTION CARRIED.

F. PUBLIC HEARINGS - Quasi-Judicial
None.

G. GENERAL BUSINESS

1. Ordinance No. 1265-08 Relating to Floodplain Management; Amending Floodplain Definitions and Provisions; and Amending TDC 70.030, 70.130, 70.140, 70.170, and 70.180 (PTA-08-02)

MOTION by Councilor Truax, SECONDED by Councilor Harris for a first reading by title only. MOTION by Councilor Truax, SECONDED by Councilor Harris for a second reading by title only. MOTION CARRIED. The poll was unanimous [Boryska, Maddux absent.] MOTION by Councilor Truax, SECONDED by Councilor Harris to adopt the ordinance. MOTION CARRIED.

2. Ordinance No. 1266-08 Relating to Prisoner Property Inventory Policy; Declaring an Emergency; and Adding New Chapter 7-5 to the Tualatin Municipal Code

MOTION by Councilor Truax, SECONDED by Councilor Harris for a first reading by title only. MOTION by Councilor Truax, SECONDED by Councilor Harris for a second reading by title only. MOTION CARRIED. The poll was unanimous [Boryska, Maddux absent.] MOTION by Councilor Truax, SECONDED by Councilor Harris to adopt the ordinance. MOTION CARRIED.

3. Ordinance No. 1267-08 Relating to Vehicle Towing, Impounding, and Inventory Policy; Declaring an Emergency; and Adding New Chapter 7-4 to the Tualatin Municipal Code

MOTION by Councilor Truax, SECONDED by Councilor Harris for a first reading by title only. MOTION by Councilor Truax, SECONDED by Councilor Harris for a second reading by title only. MOTION CARRIED. The poll was unanimous [Boryska, Maddux absent.] MOTION by Councilor Truax, SECONDED by Councilor Harris to adopt the ordinance. MOTION CARRIED.

H. ITEMS REMOVED FROM CONSENT AGENDA

None.

I. COMMUNICATIONS FROM COUNCILORS

None.

J. EXECUTIVE SESSION

None.

K. ADJOURNMENT

The meeting adjourned at 7:52 p.m.

Sherilyn Lombos, City Manager

Recording Secretary





City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary J. Kirby

TUALATIN CITY COUNCIL WORK SESSION MINUTES OF AUGUST 25, 2008

PRESENT: Mayor Lou Ogden, Councilors Monique Beikman, Bob Boryska, Jay Harris, and Donna Maddux; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Don Hudson, Finance Director; Dan Boss, Operations Director; Kathy Kaatz, Program Coordinator; Carina Christensen, Assistant to the City Manager; John Stelzenmueller, Building Official; Kaaren Hofmann, Civil Engineer; Dayna Webb, Project Engineer; Kent Barker, Chief of Police; Eric Underwood, Program Coordinator; Aquilla Hurd-Ravich, Senior Planner; Ginny Kirby, Recording Secretary

ABSENT: Chris Barhyte*, Ed Truax* [* denotes excused]

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

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 5:50 p.m.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

Solid Waste Update

Dan Boss, Operations Director, and Kathy Kaatz, Program Coordinator, gave a presentation on the rate increase / roll cart proposal brought to the City by Allied Waste, the City's franchise garbage hauler. Representatives from Allied Waste were in the audience.

After much discussion and some questions and answers, Council directed staff to bring back a resolution for the proposed rate increase and roll cart service.

A five minute break was taken at 6:20 p.m.

Partners for Sustainable Washington County

Ms. Lombos gave a presentation regarding Tualatin's participation in Washington County's organization – Partners for a Sustainable Washington County (PSWC). Ms. Lombos stated that Tualatin's first year share would be \$4,300. After discussion and a few questions and answers, Council requested that Tualatin join the partnership and asked that they be updated within the next six months.

Stafford Basin Update

Doug Rux, Community Development Director, and Aquilla Hurd-Ravich, Senior Planner, presented an update on the Stafford Hamlet and a "draft" Memorandum of Understanding (MOU). Stafford Hamlet adopted bylaws in November 2006, which

included the requirement of active communication with cities and entities that surround them. After some discussion and questions and answers, it was determined that staff will return at a later date with a finalized MOU.

C. CITIZEN COMMENTS

Not applicable.

D. CONSENT AGENDA

The Consent Agenda was reviewed by the Council.

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

None.

J. EXECUTIVE SESSION

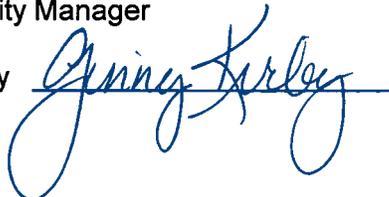
None.

K. ADJOURNMENT

Meeting adjourned at 6:55 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.



TUALATIN CITY COUNCIL MEETING MINUTES OF AUGUST 25, 2008

PRESENT: Mayor Lou Ogden, Councilors Monique Beikman, Bob Boryska, Jay Harris, and Donna Maddux; Sheryln Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Don Hudson, Finance Director; Dan Boss, Operations Director; Kathy Kaatz, Program Coordinator; Carina Christensen, Assistant to the City Manager; John Stelzenmueller, Building Official; Kaaren Hofmann, Civil Engineer; Dayna Webb, Project Engineer; Kent Barker; Chief of Police; Eric Underwood, Development Coordinator; Carl Switzer, Parks & Recreation Coordinator; Chanda Stone, Volunteer Specialist; Ginny Kirby, Recording Secretary

ABSENT: Chris Barhyte*, Ed Truax* [* denotes excused]

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

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:06 p.m.
Councilor Boryska led the pledge of allegiance.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Tualatin Tomorrow – Parks, Recreation, and Natural Areas Update – *Connie Ledbetter, Sheri Wantland, and Diane Lynch*

Ms. Lynch, Wetlands Conservancy, introduced Ms. Ledbetter, Tualatin Tomorrow Focus Group Lead, and Ms. Wantland, Clean Water Services (CWS). They gave an update on the activities of the Parks, Recreation, and Natural Areas section of Tualatin Tomorrow. Ms. Wantland stated that CWS is currently a partner on three projects with Tualatin Tomorrow. Ms. Ledbetter thanked Council for all their support with Tualatin Tomorrow projects.

Councilor Beikman thanked this great group for all their hard work. Councilor Maddux voiced her appreciation for the "Report Card" included in this evening's handouts; noting a visual such as this is an excellent format to use to disseminate information.

2. TEAM Tualatin Program Wrap-up - *Chanda Stone, Volunteer Specialist*
Ms. Stone gave a PowerPoint presentation regarding this years TEAM Tualatin activities. TEAM was initiated in 2001 and began with a 3-week program. Currently the program is 8-weeks in length. The capacity has increased from 10 to 72 this year; with 2,160 volunteer contact hours generated. Ms. Stone reported that they participated in the Crawfish Festival Parade; this year winning the Sweepstakes Award for their pirate ship float.

C. CITIZEN COMMENTS

Richard Davis, SW 112th Avenue, Tualatin. Mr. Davis said he moved to Tualatin approximately one year ago. He stated he is a cyclist and wanted to comment on two issues relating to bike lanes in the City: 1) bike lanes that abruptly "stop short"; and 2) street sweeping. After some discussion, Mayor Ogden stated staff would do some research and get answers for Mr. Davis.

Ms. Lombos stated she would talk with the Operations Director to research the street sweeping schedule and requirements. Ms. Lombos noted that there is a September 8 Council Work Session item addressing gas tax/road fund/pedestrian friendly projects.

D. CONSENT AGENDA

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

1. Approval of Minutes of the Meetings of June 9, 2008 and August 11, 2008.
2. Resolution No. 4818-08 Authorizing a Revocable Permit for a Temporary Construction Staging Area in the Blue Lot
3. Resolution No. 4819-08 Amending Water Rates Inside the City of Tualatin and Rescinding Resolution No. 4805-08

MOTION CARRIED.

E. PUBLIC HEARINGS - *Legislative or Other*

1. Measure 37 Claim, Zian Limited Partnership Located at 19150 and 19190 SW 90th and 8505 – 8845 SW Tualatin-Sherwood Road (M37-06-01)
[continued from February 25, 2008]

Mayor Ogden opened the public hearing.

Mr. Doug Rux, Community Development Director, noted that staff's recommendation us to allow the withdrawal of the claim.

PROPONENTS - None.

OPPONENTS - None.

COUNCIL DISCUSSION – None.

Mayor Ogden closed the public hearing.

MOTION by Councilor Harris; SECONDED by Councilor Beikman to approve the withdrawal of the claim. MOTION CARRIED.

2. Resolution No. 4820-08 Requesting Exemption From Formal Competitive Bidding Requirements for the Bridgeport Stormwater Conveyance System – Phase 2 in Association with the Shoppes at Bridgeport Project

Mayor Ogden opened the public hearing.

Kaaren Hofmann, Civil Engineer, and Dayna Webb, Project Engineer, gave a PowerPoint presentation regarding the reasons for requesting the exemption from formal competitive bidding. Their presentation covered the advantages of this particular process.

Council asked a few questions and then noted their appreciation of staff taking advantage of this process.

Staff recommends that City Council (sitting as the local contract review board):

- adopt the resolution authorizing an exemption from the public bidding process, and
- direct the City Engineer to enter into an agreement with the developer to complete the Phase 2 storm drain work.

Ms. Lombos asked if the City would have to fund Change Orders. Ms. Webb noted if anything comes up directly related to the storm work, a price would be negotiated. If the issues are outside the storm work; the City would not have to cover those costs.

PROPONENTS - None.

OPPONENTS – None.

COUNCIL DISCUSSION – None.

Mayor Ogden closed the public hearing.

MOTION by Councilor Maddux; SECONDED by Councilor Harris to adopt staff's recommendation to adopt the resolution approving the exemption and directing the City Engineer to enter into an agreement with the developer to complete the storm drain work. MOTION CARRIED.

3. Resolution No. 4821-08 Approving Changes to the Adopted 2008-2009 Budget

Mayor Ogden opened the public hearing.

Don Hudson, Finance Director, presented the requirements of State budget law. There are three main changes proposed; only one requiring a public hearing. The public hearing tonight is necessary due to increased expenditures in the Tualatin Science & Technology Scholarship Fund.

PROPONENTS - None.

OPPONENTS - None.

COUNCIL DISCUSSION – None.

Mayor Ogden closed the public hearing.

MOTION by Councilor Harris; SECONDED by Councilor Beikman to approve the supplemental budget and changes to the adopted 2008-2009 budget and adopt the resolution. MOTION CARRIED.

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

G. **GENERAL BUSINESS**
None.

H. **ITEMS REMOVED FROM CONSENT AGENDA**
No items were requested for removal from the Consent Agenda.

I. **COMMUNICATIONS FROM COUNCILORS**
Councilor Maddux said she sits on the Washington County Council of Families and the group recently went through a budget prioritization process; family resource centers were the main focus. Funding increases were seen for After School programs, as well.

It was reported that Councilors Harris and Maddux, along with Mr. Rux, recently spent some time with Representative Wu touring the Tualatin area.

J. **EXECUTIVE SESSION**
Not applicable.

K. **ADJOURNMENT**
The meeting adjourned at 7:59 p.m.

Sherilyn Lombos, City Manager

Recording Secretary





Approved By Tualatin City Council

Date Sept 22 2008

Recording Secretary [Signature]

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager [Signature]

FROM: Michael A. McKillip, City Engineer [Signature]
Mike Darby, Engineering Tech II [Signature]

DATE: September 22, 2008

SUBJECT: RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
CONSTRUCTION IN ASSOCIATION WITH THE BIRTCHER
OFFICE BUILDING

ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with the Birtcher Office Building, located at 12205 SW Tualatin 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 the Birtcher Office Building.

The improvements constructed were installation of sanitary sewer lines, water lines, and driveways. This was done as required by AR 06-23 issued on December 29, 2006, 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 Birtcher 092208

Attachments: A. Resolution

RESOLUTION NO. 4826-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
CONSTRUCTION IN ASSOCIATION WITH THE BIRTCHER
OFFICE BUILDING

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Birtcher Development, LLC, hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 07-02 to construct public improvements consisting of the installation of a sanitary sewer lines, water lines, and driveways in association with the Birtcher Building, said improvements being required by the Public Facilities Decision issued on December 29, 2006.

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

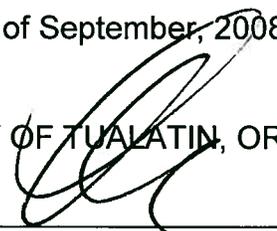
WHEREAS it is in the public interest that CITY accept said improvements.

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 22nd day of September, 2008.

CITY OF TUALATIN, OREGON

By  _____
Mayor

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

ATTEST

By  _____
Acting City Recorder



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council
Date Sept 22, 2008
Recording Secretary J Kirby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *mck*
Mike Darby, Engineering Tech II *m*

DATE: September 22, 2008

SUBJECT: RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
CONSTRUCTED IN ASSOCIATION WITH THE PROVIDENCE
BRIDGEPORT HEALTH CENTER

ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with Providence Bridgeport Health Center, located at 18040 SW Lower 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 the Providence Bridgeport Health Center.

The improvements constructed were installation of sanitary sewer, storm drain, and water lines connections. This was done as required by AR 06-24 issued on January 12, 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

M/STAFF REPORTS/PI Providence 092208

RESOLUTION NO. 4827-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
CONSTRUCTED IN ASSOCIATION WITH THE PROVIDENCE
BRIDGEPORT HEALTH CENTER

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Providence Health Systems, hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 07-08 to construct public improvements consisting of the installation of sanitary sewer, storm drain, and water lines connections in association with the Providence Bridgeport Health Center, said improvements being required by the Public Facilities Decision issued on January 12, 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

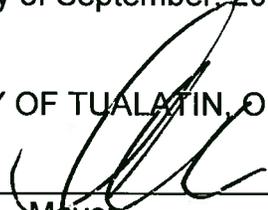
WHEREAS it is in the public interest that CITY accept said improvements.

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 22nd day of September, 2008.

CITY OF TUALATIN, OREGON

By  _____
Mayor

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

ATTEST

By  _____
Acting City Recorder



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary J. Kirby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *MAK*
Kaaren Hofmann, Civil Engineer *Kaaren*

DATE: September 22, 2008

SUBJECT: RESOLUTION ALLOWING TEMPORARY PLACEMENT OF CONSTRUCTION JOBSITE OFFICES ON SW HAZEL FERN ROAD IN ASSOCIATION WITH THE SHOPPES AT BRIDGEPORT PROJECT

ISSUE BEFORE THE COUNCIL:

Council will consider allowing the temporary placement of construction jobsite offices on SW Hazel Fern Road between September 22, 2008 and August 31, 2009.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution allowing temporary placement of construction jobsite offices.

EXECUTIVE SUMMARY:

This resolution would allow placement of construction jobsite office trailers at the end of SW Hazel Fern Road in the cul-de-sac west of SW Lower Boones Ferry Road, diagonally across from Claim Jumper restaurant (see attached map).

The Shoppes at Bridgeport consist of the Phoenix Grand Hotel, a parking garage, and retail space. This project is located at the corner of SW Hazel Fern Road and SW Lower Boones Ferry Road.

The area is not a thoroughfare, and in fact, has no traffic whatsoever because the adjacent businesses have closed and all buildings are demolished. Additionally, the pavement has been removed to prepare for the permitted site work. The area is fenced off and secured as a measure to provide for public safety and City requirements.

It is Rushforth Construction's intent to keep the area secured and leave the jobsite office trailer in the current location for the duration of the project due to the sequencing of site development and to reduce the necessity to move the offices during the project.

The location of the jobsite offices does not impact public traffic flow or safety. In fact, the placement actually provides for an elimination of prior nuisance activities in the area.

OUTCOMES OF DECISION:

Placement of construction jobsite offices will be allowed.

FINANCIAL IMPLICATIONS:

None.

M/staff reports/PhoenixHotel Jobsite

Attachments: A. Resolution
 B. Map

RESOLUTION NO. 4828-08

RESOLUTION ALLOWING TEMPORARY PLACEMENT OF
CONSTRUCTION JOBSITE OFFICES ON SW HAZEL FERN
ROAD IN ASSOCIATION WITH THE SHOPPES AT
BRIDGEPORT PROJECT

WHEREAS the City as a road authority over City streets, including SW Hazel Fern Road, can establish regulations controlling use of the roadway.

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

Section 1. In accordance with Section 34 of Ordinance 1113-02, as amended, the City adopts the following:

1. Construction jobsite offices are specifically allowed in the cul-de-sac west of SW Lower Boones Ferry Road, diagonally across from Claim Jumper restaurant on SW Hazel Fern Road.

Section 2. The Operations Director is directed to implement the above noted allowances by removing the existing No Parking signs for the duration of this project.

INTRODUCED AND ADOPTED this 22nd day of September, 2008.

CITY OF TUALATIN, OREGON

By _____

Mayor

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

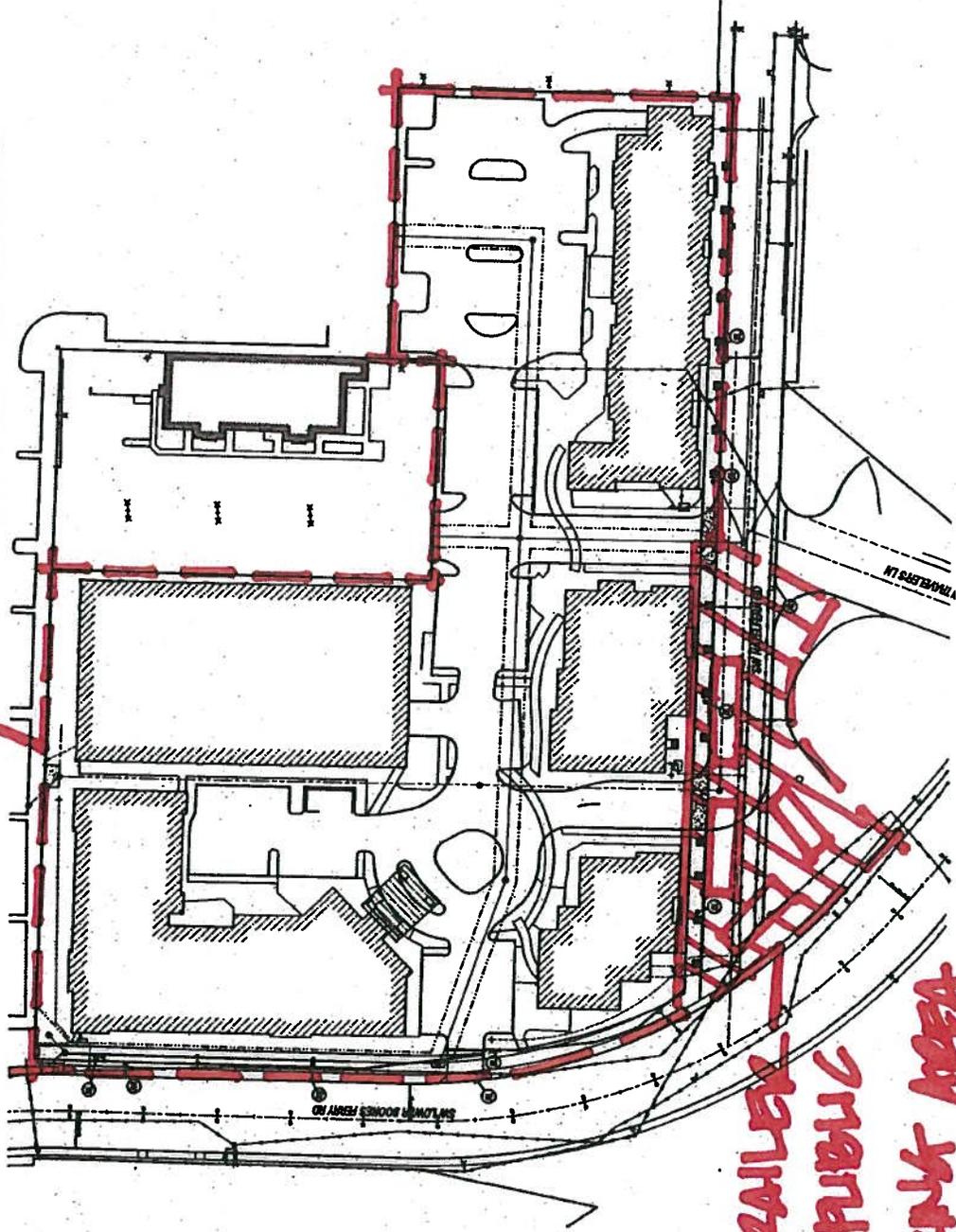
ATTEST:

By _____

Acting City Recorder

Resolution No. 4828-08

PHENIX GRAB
PROJECT LIMITS



JOB TRAILER
NO PUBLIC
PARKING AREA



CONSTRUCTION NOTES:

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF TULSA CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF TULSA CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF TULSA CONSTRUCTION STANDARDS AND SPECIFICATIONS.

APPROVED FOR CONSTRUCTION
City of Tulsa



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary J Kerby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *MAK*
Kaaren Hofmann, Civil Engineer *KH*

DATE: September 22, 2008

SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF A DEED OF DEDICATION AND SLOPE EASEMENT FROM MARSHALL ASSOCIATED, LLC IN ASSOCIATION WITH THE SW HERMAN ROAD AND SW TETON AVENUE INTERSECTION PROJECT

ISSUE BEFORE THE COUNCIL:

Adopt the attached resolution accepting the Deed of Dedication and Slope Easement for the SW Herman Road & SW Teton Avenue Project.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution authorizing acceptance of a Deed of Dedication and Slope Easement for the SW Herman Road and SW Teton Avenue Project .

EXECUTIVE SUMMARY:

The budget contains a project to construct intersection improvements including a signal at SW Herman Road and SW Teton Avenue.

Attached for Council approval is a Deed of Dedication and Slope Easement granted to the City (Grantee) in association with the improvements for the project. At its November 13, 2007 meeting, Council directed the acquisition of this dedication and easement. The dedication and easement is from Marshall Associated, LLC, located at the southwest corner of the intersection of SW Herman Road and SW Teton Avenue.

OUTCOMES OF DECISION:

Accepting the dedication and easement will result in the following:

- a. Construction of the proposed project to provide a signal at SW Herman Road and SW Teton Avenue.

Not accepting the easements will result in the following:

- a. All work on the project will stop.
- b. The signal will not be constructed.

FINANCIAL IMPLICATIONS:

The cost of the easement is \$750.00. There is adequate money available in the Road Development Fund to pay for this dedication and easement.

Attachments:

- A. Resolution
- B. Deed of Dedication
- C. Slope Easement

RESOLUTION NO. 4829-08

RESOLUTION AUTHORIZING ACCEPTANCE OF A DEED OF DEDICATION AND SLOPE EASEMENT FROM MARSHALL ASSOCIATED, LLC IN ASSOCIATION WITH THE SW HERMAN ROAD AND SW TETON AVENUE INTERSECTION PROJECT

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

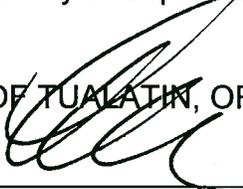
Section 1. The attached document is hereby accepted by the City of Tualatin:

- a. Deed of Dedication from Marshall Associated, LLC
- b. Slope Easement from Marshall Associated, LLC

Section 2. The City Recorder is instructed to cause said Deed of Dedication and Slope Easement to be recorded in the Book of Records of the Washington County Recorder.

INTRODUCED AND ADOPTED this 22nd day of September, 2008.

CITY OF TUALATIN, OREGON

By  _____
Mayor

ATTEST:

By  _____
Acting City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY



CITY OF TUALATIN, OREGON
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Marshall Associated 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*

*Recorded
3/0*

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

The true consideration of this conveyance is **Seven Hundred Five and No/100 Dollars (\$705.00)** 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 28 day of May, 2008

Marshall Associated LLC

John M Marshall
Name (print or type)

Name (print or type)

John M Marshall
Signature

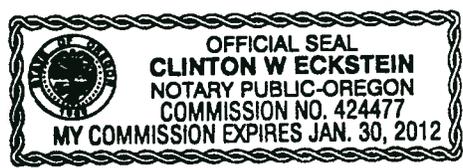
Signature

Manager
Title

Title

STATE OF OREGON)
County of Washington) ss)

On this 28 day of May, 2008, before me, the undersigned, a Notary Public, personally appeared John M. MARSHALL and MANAGER who are known to be the MANAGER and _____ of Marshall Associated 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: 1/30/12

CITY OF TUALATIN, OREGON
By [Signature]
Mayor

ATTEST:
By [Signature]
Acting City Recorder

EXHIBIT A

**Herman Road Improvement Project
May 21, 2008**

**Tax Map No. 2S123BC 1000
Marshall Associated LLC**

PARCEL 1 - RIGHT-OF-WAY DEDICATION

A parcel of land lying in that tract of real property in Section 23, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to Marshall Associated LLC, recorded on March 17, 2003, in Document No. 2003-039598, Washington County Book of Records, said parcel being described as follows:

Beginning at the northeast corner of that property described as Parcel II, in Document No. 2003-039598, Washington County Book of Records, said point being a perpendicular distance of 30 feet westerly of the centerline of SW Teton Avenue and also a perpendicular distance of 30 feet southerly of the centerline of the Southern Pacific Railroad right of way; thence S 68°56'37" W, along the southerly right of way of said railroad, 7.00 feet; thence S 15°28'22" E, 22.29 feet to the westerly right of way of SW Teton Avenue; thence N 1°24'08" E along said westerly right of way, 24.00 feet to the Point of Beginning.

This area of land contains 78 square feet (0.002 acres), more or less.

PARCEL 2 – PERMANENT SLOPE EASEMENT

A parcel of land lying in that tract of real property in Section 23, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to Marshall Associated LLC, recorded on March 17, 2003, in Document No. 2003-039598, Washington County Book of Records, said parcel being described as follows:

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EXCEPT therefrom PARCEL 1.

This area of land contains 33 square feet (0.001 acres), more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JAN. 14, 2003
JOSEPH W. HURLIMAN
58960 LS

RENEWAL: 6/30/09
SIGNED: 5-21-2008

EXHIBIT B

SW HERMAN RD (CR489)

SPRR

30'

PARCEL 1

POINT OF BEGINNING
PARCEL 1 & 2

PARCEL 2

SW TETON AVE

30'

2S123BC01000
MARSHALL ASSOCIATED LLC
Doc No. 2003-039598



PARCEL 1
RIGHT OF WAY DEDICATION



PARCEL 2
PERMANENT SLOPE EASEMENT 1"=30'

RIGHT OF WAY DEDICATION
CITY OF TUALATIN

HERMAN ROAD
IMPROVEMENT PROJECT
MAY, 2008



CITY OF TUALATIN, OREGON

SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Marshall Associated 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 on the following described land:

See attached legal description and map

This Slope Easement is granted for the purpose of design, construction, reconstruction, maintenance, and repair of a slope 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.

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 **Forty-Five and No/100 Dollars (\$45.00)** 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 28 day of May, 2008

Marshall Associated LLC

John M Marshall
Name (print or type)

Name (print or type)

John M Marshall
Signature

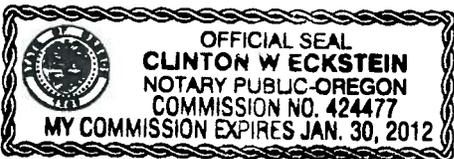
Signature

Manager
Title

Title

STATE OF OREGON)
County of Washington) ss
)

On this 28 day of May, 2008, before me, the undersigned, a Notary Public, personally appeared John M. MARSHALL and MANAGER who are known to be the MANAGER and _____ of Marshall Associated 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: 1/30/12

CITY OF TUALATIN OREGON
By [Signature]
Mayor

ATTEST:
By [Signature]
Acting City Recorder

EXHIBIT A

**Herman Road Improvement Project
May 21, 2008**

**Tax Map No. 2S123BC 1000
Marshall Associated LLC**

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This area of land contains 78 square feet (0.002 acres), more or less.

PARCEL 2 – PERMANENT SLOPE EASEMENT

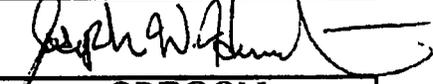
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EXCEPT therefrom PARCEL 1.

This area of land contains 33 square feet (0.001 acres), more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JAN. 14, 2003
JOSEPH W. HURLIMAN
58960 LS

RENEWAL: 6/30/09

SIGNED: 5-21-2008

EXHIBIT B

SW HERMAN RD (CR489)

SPRR

30'

PARCEL 1

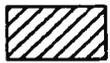
POINT OF BEGINNING
PARCEL 1 & 2

PARCEL 2

SW TETON AVE

30'

2S123BC01000
MARSHALL ASSOCIATED LLC
Doc No. 2003-039598



PARCEL 1
RIGHT OF WAY DEDICATION



PARCEL 2
PERMANENT SLOPE EASEMENT 1"=30'

RIGHT OF WAY DEDICATION
CITY OF TUALATIN

HERMAN ROAD
IMPROVEMENT PROJECT
MAY, 2008

CH2MHILL



Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary J. Kirby

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Brenda Braden, City Attorney *BB*

DATE: September 22, 2008

SUBJECT: A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (NWRES D) EARLY INTERVENTION CENTER AS A SCHOOL USE IN A LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (CUP 08-03).

ISSUE BEFORE THE COUNCIL:

The Council will consider a resolution that would grant a conditional use permit for an Early Intervention Center school use in the Light Manufacturing (ML) Planning District at 19500 SW 90th Court.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution granting CUP-08-03.

EXECUTIVE SUMMARY:

On September 8, 2008, the City Council held a quasi-judicial public hearing (CUP-08-03) to decide whether to grant a conditional use permit to the Northwest Regional Education Service District (NWRES D), which would allow an Early Intervention Center school use in the Light Manufacturing (ML) Planning District. At the conclusion of the public hearing, the Council approved the Staff Report [Vote 5-1] with Mayor Ogden opposing and Councilor Maddux absent, and directed Staff to bring back a resolution granting CUP-08-03.

FINANCIAL IMPLICATIONS:

Revenue for Conditional Use Permits has been budgeted for Fiscal Year 08/09.

PUBLIC INVOLVEMENT:

The Applicant conducted a Neighbor/Developer meeting at the Tualatin/Durham Senior Center on June 19, 2008, to explain the Conditional Use Permit (CUP) proposal to neighboring property owners and to receive comments. One nearby business/property owner attended the meeting. The application materials indicated the discussion at the meeting "... focused on the nature of the proposed activity, and the potential for traffic conflicts. After discussing these issues, the neighbor in attendance indicated that his questions were answered and he was comfortable the use would be acceptable in the area."

Attachments:

- A. Resolution
- B. Exhibit A – Affidavit of Mailing
- C. Exhibit B – Affidavit of Posting
- D. Exhibit C – Staff Report dated September 8, 2008

RESOLUTION NO. 4830-08

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (NWRES D) EARLY INTERVENTION CENTER AS A SCHOOL USE IN A LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (CUP 08-03).

WHEREAS a quasi-judicial public hearing was held before the City Council of the City of Tualatin on September 8, 2008, upon the application of Lans Stout of T.M. Rippey Engineering and Phil Sharp of the Northwest Regional Education Service District, requesting a Conditional Use Permit that would allow an Early Intervention Center school use in a Light Manufacturing (ML) Planning District at 19500 SW 90th Court; and

WHEREAS notice of public hearing was given as required by the Tualatin Development Code by mailing a copy of the notice to affected property owners located within 300 feet of the property, which is evidenced by the Affidavit of Mailing marked "Exhibit A," attached and incorporated by this reference, and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS the Council heard and considered the testimony and evidence presented on behalf of the applicant, the City staff, and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in approval of the application [Vote 5-1] with Mayor Ogden opposing and Councilor Maddux absent; and

WHEREAS based upon the evidence and testimony heard and considered by the Council, the Council makes, enters, and adopts as its findings of fact the findings and analysis in the City staff report, dated September 8, 2008, marked "Exhibit C," attached and incorporated by reference; and

WHEREAS based upon the foregoing Findings of Fact, the Council finds that the applicant has provided sufficient evidence to demonstrate that all of the requirements of the Tualatin Development Code relative to a conditional use have been satisfied and that granting the conditional use permit is in the best interests of the residents and inhabitants of the City, the applicant, and the public generally.

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

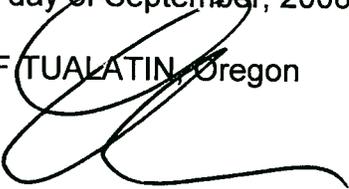
Section 1. The City Council agrees with the Community Development Director's Interpretation of TDC 60.040(1) and affirms and adopts the Interpretation.

Section 2. The Northwest Regional Education Service District (NWRES D) is granted a Conditional Use Permit that would allow a school use for an Early Intervention Center in the Light Manufacturing (ML) Planning District at 19500 SW 90th Court, subject to the following conditions:

- a) To ensure the NWRES D E.I. Center meets the suitability requirements of Criterion 2, all E.I. Center student activities shall be conducted indoors.
- b) The NWRES D E.I. Center shall provide a school bus student drop-off/pick-up location that is clear of the 24 ft. wide two-way drive aisle on the south side of the Lot 6 Building.

INTRODUCED AND ADOPTED this 22nd day of September, 2008.

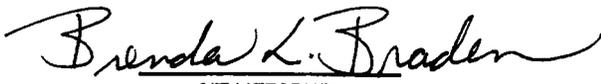
CITY OF TUALATIN, Oregon

By  _____
Mayor

ATTEST:

By  _____
Acting City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

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

AFFIDAVIT OF MAILING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

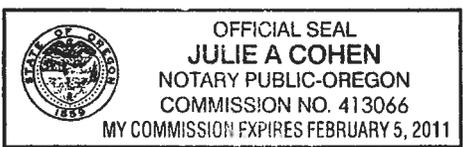
I, Stacy Crawford, being first duly sworn, depose and say:

That on the 20th day of August, 2008, I served upon the persons shown on Exhibit "A," attached hereto and by this reference incorporated herein, a copy of a Proposed Conditional Use Permit Notice of Hearing marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail at Tualatin, Oregon, with postage fully prepared thereon.

Stacy Crawford
Stacy Crawford

SUBSCRIBED AND SWORN to before me this 20th day of August, 2008.

Julie A. Cohen
Notary Public for Oregon
My commission expires: 2-5-11



RE: CUP-08-03—CONDITIONAL USE PERMIT TO ALLOW A EARLY INTERVENTION CENTER SCHOOL IN THE LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (TAX MAP 2S123DC, TAX LOT 100)
EXHIBIT A

Exhibit "A"

1S135CB00800
OREGON STATE OF
355 CAPITOL ST NE, RM 420
SALEM, OR 97301

2S123DA00400
S N H CORPORATION
PO BOX 5348
SALEM, OR 97304

2S123DA00600
NORTHLAND ENTERPRISES LLC
19460 SW 89TH AVE
TUALATIN, OR 97062

2S123DA00700
NORTHLAND ENTERPRISES LLC
19460 SW 89TH AVE
TUALATIN, OR 97062

2S123DA00800
TGOCC LLC
19470 SW 89TH AVE
TUALATIN, OR 97062

2S123DA00900
JVTC EXPLORATIONS LLC
19463 SW 89TH AVE
TUALATIN, OR 97062

2S123DA01000
SELLING CAROLYN 1993 LIV TRUST
514 N HOLLAND ST
PORTLAND, OR 97217

2S123DA01100
BLACKSTONE INVESTMENT
PO BOX 61601
VANCOUVER, WA 98666

2S123DB00100
PACIFIC NW PROPERTIES LTD PTNSHP
PO BOX 2206
BEAVERTON, OR 97075

2S123DB00200
VERIZON NORTHWEST INC
PO BOX 152206
IRVING, TX 75015

2S123DB00300
TUALATIN VALLEY FIRE AND RESCUE
20665 SW BLANTON ST
ALOHA, OR 97007

2S123DB00400
ITEL EARL J AND LORIS
12155 SW TUALATIN-SHERWOOD RD
TUALATIN, OR 97062

2S123DB00500
COIL PROPERTIES LLC
2690 OVERLOOK DR
LAKE OSWEGO, OR 97035

2S123DC00100
GIUSTINA SYLVIA B REVOC TRUST
PO BOX 989
EUGENE, OR 97401

2S123DC00200
JSPD LLC
7051 SW SANDBURG ST #400
TIGARD, OR 97223

2S123DC00300
WATUMULL PROPERTIES CORP
307 LEWERS ST #6FLR
HONOLULU, HI 96815

2S123DC00600
AMERICAN APARTMENT COMMUNITIES I
PO BOX 4900
SCOTTSDALE, AZ 85261

2S123DC00900
EMKAY DEVELOPMENT CO INC
BOISE, ID 83729

2S123DD00300
ZELL JANET & ALAN TRUST &
1440 SW TAYLOR ST
PORTLAND, OR 97205

2S123DD00400
ENVOY CHELAN LLC &
1111 MAIN ST #700
VANCOUVER, WA 98660

2S123DD00500
TIGARD-TUALATIN SCHOOL
6960 SW SANDBURG ST
TIGARD, OR 97223

2S123DD02200
S N H CORPORATION
PO BOX 5348
SALEM, OR 97304

2S123DD02300
S N H CORPORATION
P O BOX 5348
SALEM, OR 97304

2S123DD02400
89TH STREET LLC
PO BOX 5348
SALEM, OR 97304



City of Tualatin

www.ci.tualatin.or.us

NOTICE OF HEARING CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Tualatin City Council at **7:00 p.m., Monday, September 8, 2008**, at the Council Building, 18880 SW Martinazzi Avenue, to consider:

CUP-08-03—AN APPLICATION BY LANS STOUT OF TM RIPPEY ENGINEERS AND THE NORTHWEST REGIONAL ESD, REQUESTING A CONDITIONAL USE PERMIT TO ALLOW A EARLY INTERVENTION CENTER SCHOOL IN THE LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (TAX MAP 2S123DC, TAX LOT 100)

In reviewing the conditional use the City Council must find that:

- (1) The use is listed as a conditional use in the underlying planning district;
- (2) The characteristics of the site are suitable for the proposed use;
- (3) The proposed use is timely;
- (4) The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the uses of surrounding properties for the primary uses listed in the underlying planning district;
- (5) The proposal satisfies those objectives and policies of the Tualatin Community Plan that are applicable to the proposed use.

All citizens are invited to attend and be heard upon the application. Failure of an issue to be raised in the hearing, in person, or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the State Land Use Board of Appeals (LUBA) based on that issue. The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to the decision maker to respond to the issue precludes an action for damages in circuit court.

Individuals wishing to comment may do so in writing to the Planning Division prior to the hearing and/or present written and/or verbal testimony to the City Council at the hearing. Hearings are commenced with a staff presentation, followed by testimony by proponents, testimony by opponents, and rebuttal. The time of individual testimony may be limited. If a participant requests, before the hearing is closed, the record shall remain open for at least 7 days after the hearing.

Copies of the applications, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost. A copy of the staff report will be available for inspection at the City Library and Planning Division at least seven days prior to the hearing, and will be provided at reasonable cost. For information contact William Harper, Associate Planner, at (503) 691-3027. This meeting and any materials being considered can be made accessible upon request.

CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

file: CUP-08-03

Mailed: 8/20/2008

AFFIDAVIT OF POSTING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Stacy Crawford, being first duly sworn, depose and say:

That at the request of Sherilyn Lombos, City Recorder for the City of Tualatin, Oregon; that I posted two copies of the Notice of Hearing on the 20th day of August, 2008, a copy of which Notice is attached hereto; and that I posted said copies in two public and conspicuous places within the City, to wit:

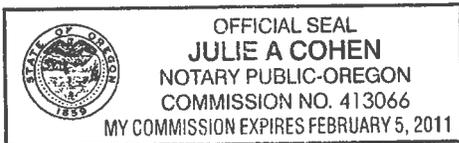
1. U.S. Post Office - Tualatin Branch
2. City of Tualatin City Center Building

Dated this 20th day of August, 2008.



Stacy Crawford

Subscribed and sworn to before me this 20th day of August, 2008.





Notary Public for Oregon
My Commission expires: 2-5-11

RE: CUP-08-03—CONDITIONAL USE PERMIT TO ALLOW A EARLY INTERVENTION CENTER SCHOOL IN THE LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (TAX MAP 2S123DC, TAX LOT 100)

EXHIBIT B



City of Tualatin

www.ci.tualatin.or.us

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- (2) The characteristics of the site are suitable for the proposed use;
- (3) The proposed use is timely;
- (4) The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the uses of surrounding properties for the primary uses listed in the underlying planning district;
- (5) The proposal satisfies those objectives and policies of the Tualatin Community Plan that are applicable to the proposed use.

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CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

file: CUP-08-03

Mailed: 8/20/2008



STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Doug Rux, Community Development Director *DR*
William Harper, Associate Planner *WH*

DATE: September 8, 2008

SUBJECT: CONDITIONAL USE PERMIT FOR THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (NWRESD) EARLY INTERVENTION CENTER AS A SCHOOL USE IN A LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (CUP-08-03)

ISSUE BEFORE THE CITY COUNCIL:

A request for a Conditional Use Permit that would allow the Northwest Regional ESD Early Intervention (E.I.) Center as a school use in the Light Manufacturing (ML) Planning District at 19500 SW 90th Court. The application includes a request for the Council to classify the proposed Early Intervention Center for children with early signs of delayed development as a "school" similar to "Schools for Kindergarten through 12".

RECOMMENDATION:

Staff recommends the City Council consider the staff report and supporting attachments and direct staff to prepare a resolution agreeing with the interpretation that the proposed NWRESD E.I. Center is a school use and qualifies as the Conditional Use in TDC 60.040(1)(o) and granting CUP-08-03 with the following conditions:

1. To ensure the NWRESD E.I. Center meets the suitability requirements of Criterion 2, all E.I. Center student activities shall be conducted indoors.
2. The NWRESD E.I. Center shall provide a school bus student drop-off/pick-up location that is clear of the 24 ft. wide two-way drive aisle on the south side of the Lot 6 Building.

EXECUTIVE SUMMARY:

- This matter is a quasi-judicial public hearing.
- This matter is a Conditional Use Permit request.
- The applicants are Lans Stout of T.M. Rippey Engineering and Phil Sharp of the NWRESD. Sylvia B. Giustina, Trustee for the Deering Management Group, Inc. is the owner of the 2.45 acre, Tax Lot 100 (Map 2S123DC) subject property

EXHIBIT C

located at 19500 SW 90th Court in the ML Planning District. The NWRESD is the potential lessee of an 11,000 sq. ft. portion of the existing 33,200 square foot Itel Industrial Park Lot 6 Building on the property. A Vicinity Map, a Tax Map and a Site Map are included as Attachments A, B & C respectively. The applicant's materials including a site plan are included as Attachment D.

- The Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The NWRESD proposes locating an Early Intervention Center in a 11,000 s.f. lease space of an existing building in the Itel Industrial Park. The proposed E.I. Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children." The proposed E.I. Center is described in the application as providing services for children on an individual and small class basis. There will be a maximum of 40-50 students present during any one-time period, with a maximum 2-hour visit time per day per student. The facility will have 31 staff members and will have 176 school days. The operation is Monday thru Friday (students Monday thru Thursday) and hours are from 8:30 am to 3:30 pm. (Attachment D, pg. 1).
- The site is currently improved with the building, landscaping, access onto SW 90th Court and 116 parking spaces (35 spaces allocated to the E.I. Center). The NWRESD lease area is the western portion of the building and adjoins a separate tenant space with an unspecified business tenant. The lease space has tall storefront windows on each of the three building elevations with formal storefront entries. Tenant improvements to the interior of the NWRESD lease space are proposed. A proposed circulation route for student buses is proposed.
- "Schools kindergarten through 12" are a Conditional Use in the ML Planning District [60.040(o)]. The applicant requests that the Council classify the proposed Early Intervention Center for children with early signs of delayed development as a "school" similar to "Schools for Kindergarten through 12". The Community Development Director agrees with this interpretation.
- The Applicant has prepared a narrative that describes the NWRESD operation, supports the interpretation that the Early Intervention Center is similar to schools allowed as a conditional use and addresses the Conditional Use Permit approval criteria (Attachment D). Attachment E is the Background Information and staff has reviewed the Applicant's material and included pertinent excerpts in the Analysis and Findings section of this report (Attachment F). The Community Development Director has determined that the E.I. Center is a school use and recommends that the Council agree with the interpretation. Two conditions related to a restriction on an outdoor play area and a requirement to provide a school bus drop-off and pick-up location outside the site's drive aisles are recommended.

- The Engineering Division reviewed the Applicant’s submitted traffic study that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. for NWRESD School and 22,181 sq. ft. of Industrial Space (Attachment G). The table below shows the Trip Generation Summary:

	Entering Trips	Exiting Trips	Total Trips
NWESD School			
AM Peak Hour	44	11	55
PM Peak Hour	0	25	25
22,181 sq. ft. Industrial			
AM Peak Hour	18	2	20
PM Peak Hour	3	19	22
TOTAL			
AM Peak Hour	62	13	75
PM Peak Hour	3	44	47
33,215 sq. ft. Industrial			
AM Peak Hour	27	4	31
PM Peak Hour	4	29	33

Approval of the NWESD School with the balance of the building used for industrial activities will generate 44 additional AM Peak Hour Trips and 14 PM Peak Hour Trips versus the entire building occupied by an industrial use.

- Sight distance and storage lane capacity were also evaluated by the Applicant with the conclusion no mitigation was necessary (Attachment D).
- The City Council has approved other Conditional Use Permits for a school use in a ML Planning District. CUP-03-02 approved the Tualatin Elementary School on SW 95th Avenue and SW Avery Street and CUP-07-02 approved the Children’s Hour Academy on SW 65th Avenue. NWRESD and TTSD currently operate various special educational services such as Early Intervention in the new Tualatin Elementary School.
- The applicable policies and regulations that apply to the proposed Conditional Use in the ML Planning District include: TDC 7.040 Manufacturing Planning District Objectives; TDC 8.040 Schools; TDC 60.010 ML Planning District Purpose; TDC 60.040 Conditional Uses; and TDC Chapter 73-Community Design. The Analysis and Findings (Attachment F) considers the applicable policies and regulations.
- Before granting the proposed amendment, the City Council must find that the use is a conditional use allowed in the ML Planning District and the criteria listed in TDC 32.030 are met: The Analysis and Findings (Attachment F) examines the application in respect to the criteria for granting a Conditional Use Permit.

OUTCOMES OF DECISION:

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

OUTCOMES OF DECISION:

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

1. Allows the applicant to operate the Early Intervention Center School activity in a 11,000 s.f. portion of the existing building on the subject property, located in an industrial area.
2. The E.I. Center portion of the building's tenant space will not be available to industrial businesses.

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

1. The applicant will be not be allowed to operate the E.I. Center school activity on the subject property.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for the Council are:

- Approve the proposed Conditional Use Permit with conditions the Council deems necessary.
- Deny the request for the proposed Conditional Use Permit.
- Continue the discussion of the proposed Conditional Use Permit and return to the matter at a later date.

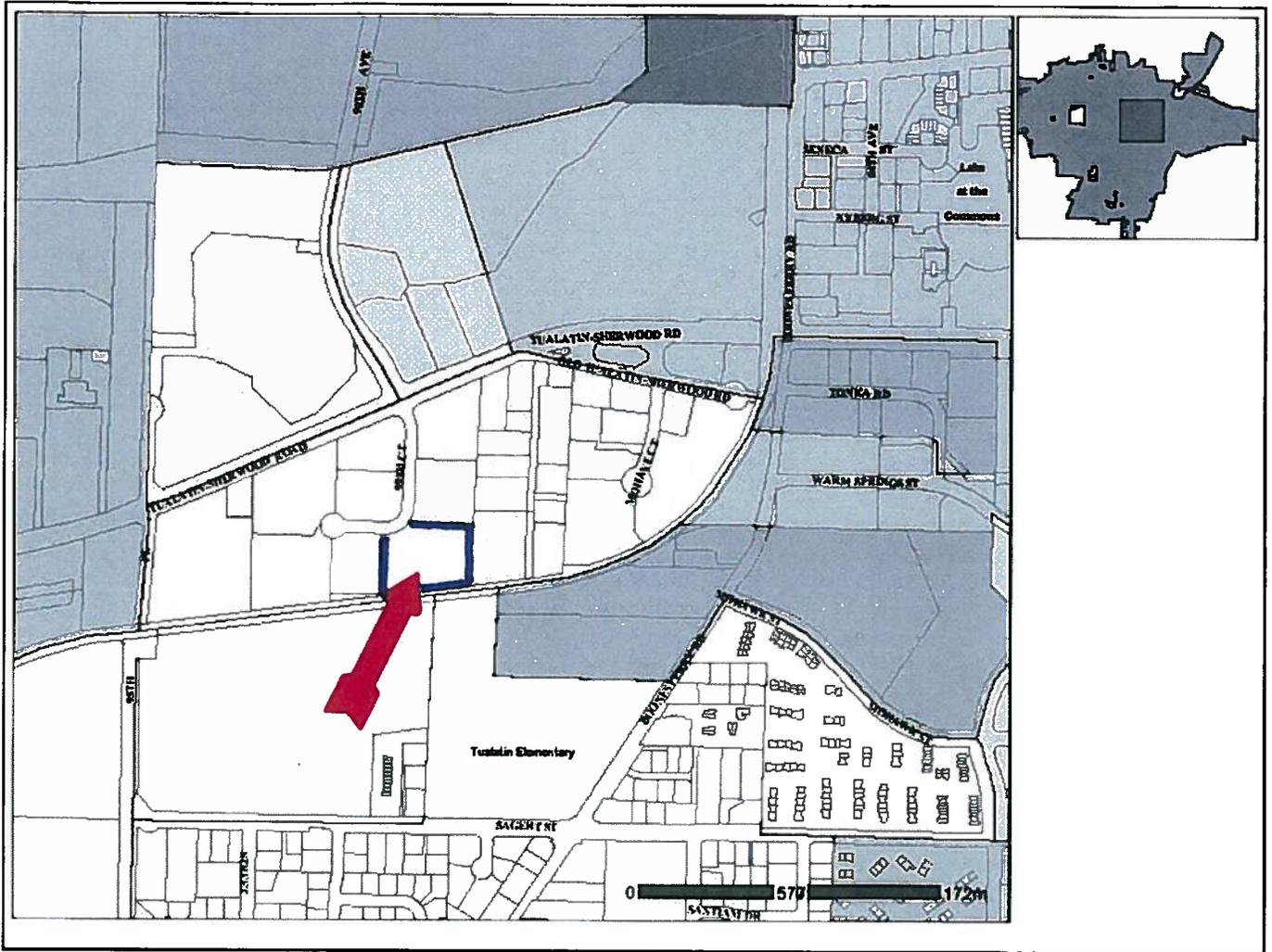
FINANCIAL IMPLICATIONS:

Revenue for Conditional Use Permits have been budgeted for Fiscal Year 08/09.

PUBLIC INVOLVEMENT:

The Applicant conducted a Neighbor/Developer meeting at the Tualatin/Durham Senior Center on June 19, 2008, to explain the Conditional Use Permit proposal to neighboring property owners and to receive comments. One nearby business/property owner attended the meeting. The application materials indicate the discussion at the meeting "...focused on the nature of the proposed activity, and the potential for traffic conflicts. After discussing these issues, the neighbor in attendance indicated that his questions were answered and he was comfortable the use would be acceptable in the area."

- Attachments:**
- A. Vicinity Map
 - B. Plat Map of Site
 - C. Site Map
 - D. Applicant's Materials and Supporting Information including Lancaster Engineering Traffic Impact Study
 - E. Background Information
 - F. Analysis and Findings
 - G. Engineering Division Memorandum



VICINITY MAP
 CUP. 08.03

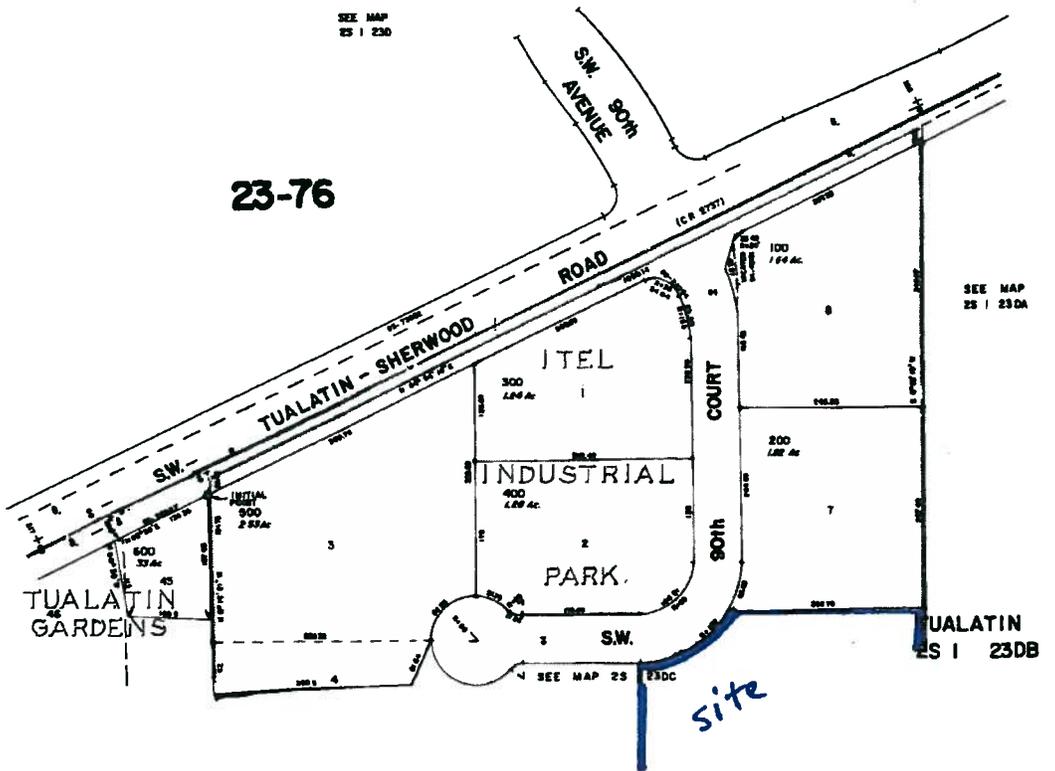
N.W.1/4 S.E.1/4 SECTION 23 T2S R1W W.M.

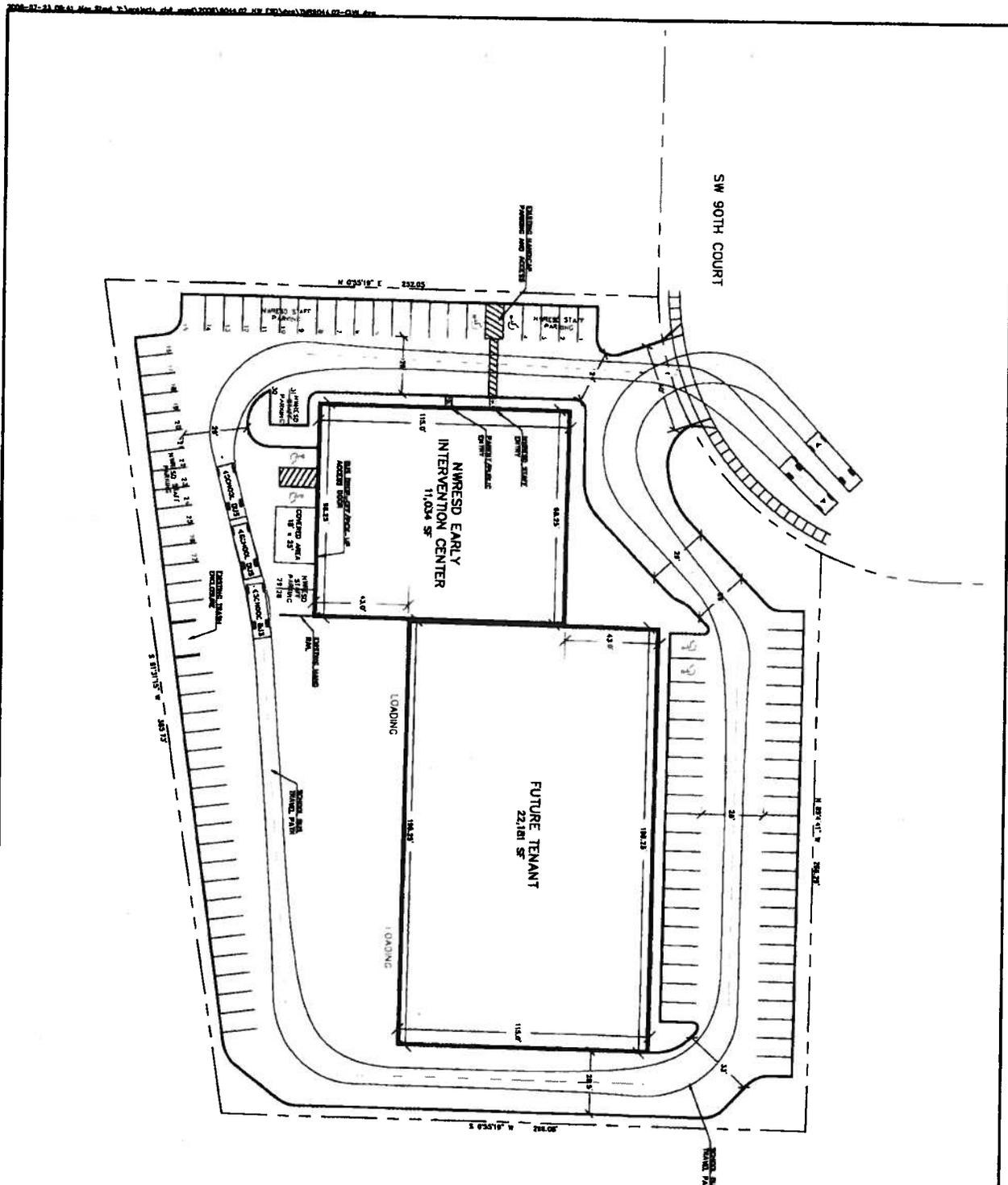
2S 1 230B

WASHINGTON COUNTY, OREGON

SCALE 1" = 100'

FOR ASSESSMENT PURPOSES ONLY
DO NOT RELY ON FOR ANY OTHER USE





NORTH
SITE PLAN
 SCALE: 1"=30'

LEGEND

1" = 30' OF SCHOOL SITE

GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ON PREVIOUS PLANS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. NO EXISTING UTILITIES ARE SHOWN ON THIS PLAN. ALL UTILITIES SHALL BE LOCATED BY AN APPROVED SURVEYOR.
4. THE EXISTING UTILITIES ARE SHOWN ON THE PREVIOUS PLANS.

SITE INFORMATION

PROJECT: NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 18800 SW 90th COURT
 TUALATIN, OR 97082

- PREPARED BY: T.M. RIPPEY
 DATE: 08/14/18
 DRAWN BY: T.M. RIPPEY
 CHECKED BY: T.M. RIPPEY
 APPROVED BY: T.M. RIPPEY

C1.0
 SCALE: 1"=30'

SITE PLAN

**NORTHWEST REGIONAL
 EDUCATION SERVICE DISTRICT**
 18800 SW 90th COURT
 TUALATIN, OR 97082

TMR
 T.M. RIPPEY
 CONSULTING ENGINEERS
 300 SW Broadway, Ste. 100
 Tigard, Oregon 97132
 Phone: (503) 445-7700
 Fax: (503) 445-7702

CONDITIONAL USE APPLICATION

**Northwest Regional Education Service District
Early Intervention Center**

**CITY OF TUALATIN
RECEIVED**

JUL 28 2008

July 2, 2008

**COMMUNITY DEVELOPMENT
PLANNING DIVISION**

Applicant: Northwest Regional Education Service District
Attention: Phil Sharp, Facilities Manager
5825 NE Ray Circle
Hillsboro OR 97124
(503) 614-1660

Planning Consultant: T.M. Rippey Consulting Engineers
Attention: Lans Stout
7650 SW Beveland St., Suite 100
Tigard, OR 97223
503/443-3900

Traffic Engineer: Lancaster Engineering
Attention: Todd Mobley, PE
321 SW 4th Ave., Suite 400
Portland OR 97204
503/248-0313

Site Location: 19500 S.W. 90th Court.
WCTM 2S1-23DC; tax lot 100

Applications: (1) Director's Interpretation to classify the use as a "school".
(2) Conditional Use for a school in the ML District

Description of the Proposal:

This as an application for Conditional Use approval of a new facility for the Northwest Regional Early Intervention Center on a site zoned ML and located on SW 90th Court south of Tualatin-Sherwood Road. The application includes two parts: first, an interpretation to classify this use as a “school”, and second for Conditional Use approval for the activity.

The Early Intervention Center is a service provided by the Northwest Regional Education Service District. The center provides special services to children under kindergarten age who demonstrate delays in development. This service has been provided in individual existing public schools, but it has been found to be more effective to centralize this activity in several subregional locations in the overall service area. A similar location was approved by the City of Beaverton in the Woodside Business Park, and is now operational. This location and the Tualatin site were selected because of a central position in the service area, good access, and availability of an existing building which can be leased.

The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system, and consequently this facility serves only pre-kindergarten age children. The services are provided on an individual and small class basis through out the day, with a maximum time duration of any visit of approximately two hours. Transportation is provided primarily by small busses or parent vehicles, and because of the scheduling there are no peak periods of traffic. All children are individually taken from the vehicles into the building, with the vehicles engines turned off. All services are provided indoors; there is no outdoor area included.

The nature of this activity is addressed in more detail in the following Interpretation section and the accompanying traffic report.

Interpretation:

Section 31.070 of the Tualatin Development Code provides generally for interpretation of the Code provisions by an application which may be included with another related application. This request is to classify the Early Intervention Center as a “school”, in conjunction with a Conditional Use for the activity.

The applicable Code section with respect to this interpretation is 60.040(1)(o), which allows “Schools for kindergarten through 12” as a conditional use in the ML zone. The Code does not provide a definition of “school”. As noted above, this center provides services for children under kindergarten age, as preparation for entry into the school system. Therefore, the primary issue is whether the existing Code language was intended to prevent a facility for children under kindergarten age, or if this is simply language based on conventional terminology applicable to the public school system.

In this regard it is important to note that the ML District also allows “Child day care center” as a permitted use provided that the use is in a building with other allowed uses and that it is not in proximity to an automobile service station. The proposed Early Intervention Center location meets these criteria, so it would be theoretically possible to locate a day care center in this building. Therefore, it is clear that the Code did not intend to prevent a facility serving pre-kindergarten age children provided that the noted criteria are met.

It is also important to confirm that this facility is not a day care center by function or definition. Day care centers provide care with possibly some level of development enhancement, on an all day or partial day basis. They are privately owned and operated, and have a defined set of standards that must be met for licensing. This facility is operated by the NWRESD as a service to the local school districts and is entirely based on providing an opportunity to improve developmental aspects of children before they enter the school system. As such, it does not provide “day care” services, and is not subject to the day care licensing requirements.

Nevertheless, since the Code would allow a day care facility in this location as a permitted use, and that sort of activity would accommodate children of the same age group as will the Early Intervention Center there is no reason to believe that the Code intended to prevent schools which provide for pre-kindergarten age children.

In summary, this use should be determined to be a “School” based on the following:

1. The Early Intervention Center is a service provided by the NWRESD as a service to local school districts and is directly tied to the school system;
2. A day care center would be allowed in the proposed location under certain conditions which are met, and as such the age of children served is similar;
3. The Early Intervention Center provides developmental services as preparation for entry to the school system, and does not provide day care services.

Section 31.070 of the Code requests specific information with respect to an interpretation:

- a. Traffic: Traffic report attached.
- b. Manufacturing process: None
- c. Machinery: None
- d. Noise and odor: Buses only (engines are turned off when the vehicle is stationary)
- e. Outside storage: None
- f. Types of structures: Existing building
- g. Character of activity: Described above
- h. Parking required: 31 for staff plus 4 for parent drop-off / pick-up
- i. Maximum occupancy: See accompanying operational summary
- j. Other information: See above.

Conditional Use:

Section 32.030 of the Tualatin Development Code provides criteria by which a proposed Conditional Use is evaluated. Each is addressed as follows.

- (1) The use is listed as a conditional use...

Comment:

As noted above, the site is zoned ML, which allows schools as a conditional use. The interpretation above determines that the Early Intervention Center is a school. This criterion is met.

- (2) The characteristics of the site are suitable...

Comment:

There are several aspects of site suitability that have been evaluated in selecting this site for the E.I. Center.

- a. Central location... this property is centrally located with respect to the schools in the Tualatin-Sherwood area. This allows the individual school district buses as well as the parents to have the most efficient transportation access to the facility.

- b. Available lease... NWRESD cannot acquire land and build facilities for the E.I. centers because of efficiencies of scale and timing. A building such as the subject location, which was constructed as “flex” space and is available for lease is ideal for the District’s needs.

- c. Building size... The most efficient size for this activity is about 10,000 square feet of floor area, which is enough to accommodate the facility requirements and yet not too large for the program management.

- d. Access... The E.I. center has to have good access by way of major street systems as well as good on-site circulation for busses. It is essential that busses can circulate through the site without backing up or conflicting with other site users. The accompanying site plan indicates the bus circulation route and turning movements based on a custom turning template for the actual buses to be used.

- e. Parking... The E.I. Center requires one parking space per staff, plus four for parent drop-off / pick-up. Since all staff arrive and leave at approximately the same time there is no need for overlap parking as would be the case for a business with several shifts. This site will accommodate 31 staff, plus the four parent spaces, so the total parking requirement is 35.

The site was originally developed with 104 parking spaces, but a current count indicates that 116 are available. Nevertheless, based on the original configuration, 69 spaces would be available for the remaining tenant space after an allocation of 35 to the E.I. Center. Since the “worst case” parking requirement for uses in the ML zone is 3 per 1000 for warehouse, the remaining space would

require 68 spaces for the 22,540 square feet available. Therefore, both the E.I. Center and the worst case for the rest of the building will have adequate parking.

f. Surrounding uses... Since all of the E.I. Center activities are indoors, the effect of surrounding uses is not significant in the sense of a conventional school. However, NWRES D does locate these facilities considering the intensity and nature of adjacent uses, so that there are not conflicts in ether direction. In the case of this site, the other uses include a fire station, an un-occupied communications facility, and several businesses with relatively low levels of activity. There are no high traffic generators, or uses with heavy equipment, noise, or potentially dangerous materials on site. For the same reasons that these uses will not adversely affect the E.I. Center, it in itself will not conflict with its surroundings.

g. Infrastructure... There are no unusual infrastructure requirements for the proposed E.I. Center. The infrastructure required for development of the site has been designed, approved and constructed to accommodate “flex” uses, and therefore will accommodate the E.I. Center requirements for such considerations as public services and safety.

NWRES D has done extensive investigation of many potential sites in this service area, and has selected the proposed location based on the general findings discussed above. From the perspective of NWRES D and the City Code standards, it is clear that this criterion is met.

- (3) The proposed development is timely...

Comment:

As previously described, the public infrastructure has been extended to the site and all systems have been designed to accommodate multi-tenant “flex” uses. There are no unusual requirements related to the proposed Early Intervention Center use included in this application. Therefore, this application is timely with respect the adequacy of the public infrastructure. It is also timely with respect to the District’s ability to provide a very necessary service to the Schools in the area. This criterion is met.

- (4) The proposed use will not alter the characteristics of the surrounding area...

Comment:

The relationship of this use to the surrounding area is a major locational factor for NWRES D, as described above. Since the activity is entirely within the building, and the access and parking is suitable for the use, there will be very little if any external presence. The “character” of the area is similar, as described above. This criterion is met.

- (5) The proposal satisfies those objectives of the Tualatin Community Plan...

Comment:

The Tualatin Community Plan designates this site for General Industrial use consistent with the goal of providing an opportunity for businesses and other compatible activities. The Code recognizes the need to accommodate special types of uses, such as schools, by including those uses as conditional uses. By including these uses in the applicable zoning section, it is implicit that the use itself is anticipated and recognized, and with attention to any impacts, it is assured that the intent of the Plan is met. Also, as this use is similar to a use permitted outright without conditional use approval in the ML District it follows that use of the site in this manner envision will satisfy the intent of the Plan by providing an opportunity for a variety of compatible activities in the area. This criterion is met.

Accompanying Materials:

Application Form and Filing Fee
Site Plan
Property Deed
CWS Pre-screen Form
Neighborhood Meeting Documents
Washington County Assessor's Map
Notification List

LEGEND



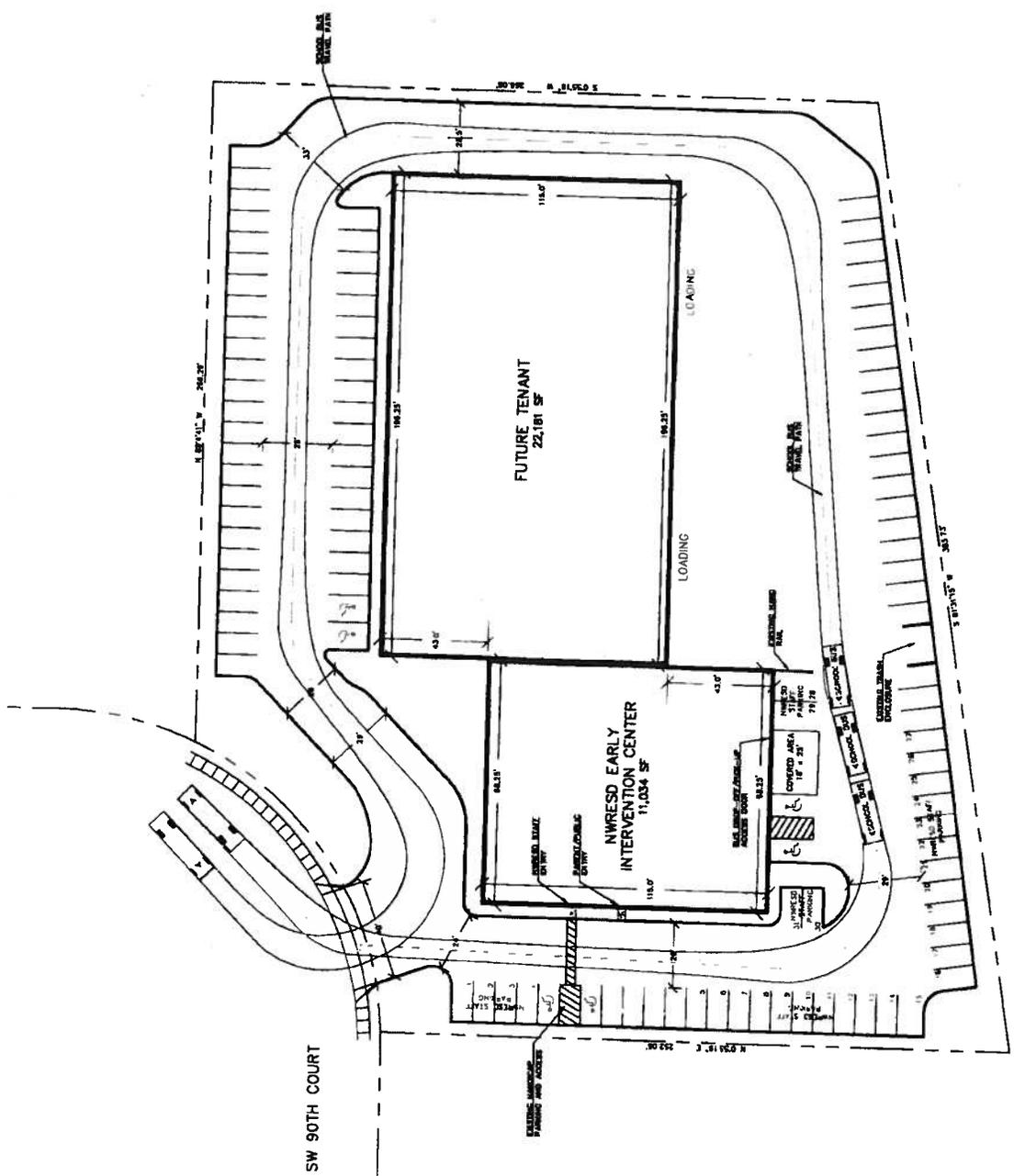
20' x 10' SCHOOL BUS

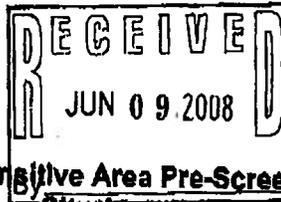
GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ON THIS/OTHER/PROJECT PLANS SHEET SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
2. NO CONSTRUCTION SHALL BE PERMITTED IN AREAS DESIGNATED AS "FUTURE TENANT" UNLESS OTHERWISE NOTED.

SITE INFORMATION

ADDRESS: 1800 SW 90TH COURT
 TUALATA, OR 97062
 TAX MAP/ACR: 21123000110
 PROJECT: NWRES
 - EXISTING BUILDING FOOTPRINT - 4'
 - EXISTING FOOTPRINT - 31'
 - FUTURE TENANT: 20'
 - UN-ASSIGNED WAREHOUSE FOOTPRINT: 6'





Sensitive Area Pre-Screening Site Assessment

CWS File Number: 08-001619

Jurisdiction: City of Tualatin

Property Information: (example 1S234AB01400) Taxlot ID(s): <u>2S1-23DC Tax Lot 100</u>	Owner Information: Name: <u>Northwest regional Education Service District</u> Company: <u>Att: Phil Sharp, Facilities Manager</u> Address: <u>6826 NE Ray Circle</u> City State Zip: <u>Hillsboro OR 97124</u> Phone/Fax: <u>503/614-1660</u> E-mail: _____
Site Address: <u>19500 SW 190th Court</u> City State Zip: <u>Tualatin OR</u> Nearest Cross Street: <u>Tualatin-Sherwood Rd.</u>	Applicant Information: Name: <u>TM Rippey Consulting Engineers</u> Company: <u>Att: Lans Stout</u> Address: <u>7650 SW Beveland St. #100</u> City State Zip: <u>Tigard OR 97223</u> Phone/Fax: <u>503/443-3900</u> / <u>503/443-3700</u> E-mail: <u>lstout@tmrippey.com</u>

Development Activity: Check all that apply

Addition to Single Family Residence (rooms, deck, garage) <input type="checkbox"/>	Minor Land Partition <input type="checkbox"/>
Lot Line Adjustment <input type="checkbox"/>	Commercial Condominium <input type="checkbox"/>
Residential Condominium <input type="checkbox"/>	Commercial Subdivision <input type="checkbox"/>
Residential Subdivision <input type="checkbox"/>	Multi Lot Commercial <input type="checkbox"/>
Single Lot Commercial <input type="checkbox"/>	Other Conditional Use application <input type="checkbox"/>

Will the project involve any off-site work: YES NO Unknown Location and description of off-site work: _____

Additional comments or information that may be needed to understand your project: This application is to occupy an existing building as a school. No exterior work is proposed.

This application does NOT replace the need for Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Print/Type Name: Lans Stout Print/Type Title: Planning Consultant
Signature: [Signature] Date: 6-9-08

FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO IRUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information Sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, State, and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

This Service Provider Letter is not valid unless _____ CWS approved site plan(s) are attached.

The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.

Reviewed By: [Signature] Date: 6/16/08

APPLICATION FOR INTERPRETATION

Community Development Department
Planning Division (503-691-3026)
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062-7092

Case No _____
Fee Rec'd N/A
Receipt No N/A
By _____

PLEASE PRINT IN INK OR TYPE

Applicant's Name: NWRESO ; ATT: PHIL SHARP, FACILITIES MANAGER

Applicant's Address 5825 NE RAY CIRCLE, HILLSBORO OR 97124
(street) (city) (state) (zip)

Applicant is: Owner _____ Contract Purchaser _____ Developer _____ Agent _____
Other LESSEE

Code Section: 60.040 (1)(c)

Interpretation request: Briefly describe your request. Please use additional pages to give a more detailed description of factor involved.

SEE ATTACHED

In the interpretation is for a use on a particular site, please fill in the section below:

Address of Property 19500 SW 90th COURT

Lot Area 2.45 acres

Planning District ML

Assessor's Map Number 231-23 DC Tax Lot Number(s) 100

Property Owner's name SYLVIA B. GIUSTINA, Trustee

C/O DEERING Management Group, Inc
Property Owner's address 4800 SW Macadam Ave #120

PORTLAND OR 97239

Interpretation app 8/03

APPLICATION FOR CONDITIONAL USE

City of Tualatin Community Development Department - Planning Division
18880 S.W. Martinazzi Avenue
Tualatin, OR 97062
503-691-3026

Case No. _____
Fee Rec'd. _____
Receipt No. _____
Date Rec'd. _____
By _____

PLEASE PRINT IN INK OR TYPE

Code Section 60.040(1)(G) Conditional Use to allow SCHOOL IN ML ZONE

Planning District _____

Owner's Name SYLVIA B. GIUSHINA, TRUSTEE Phone 503-225-1545
C/O DEERING MANAGEMENT GROUP
Owner's Address 4800 SW Macadam Ave #120, PORTLAND, OR 97239
(street) (city) (state) (ZIP)

Owner recognition of application: _____

Sylvia B. Giushina
signature of owner(s)

X

Applicant's Name NWRESO, ATT: PHIL SHARP, FAC. MGR. Phone 503/614-1468

Applicant's Address 5825 NE RAY CIRCLE HILLSBORO OR 97124
(street) (city) (state) (ZIP)

Applicant is: Owner ___ Contract Purchaser ___ Developer ___ Agent ___

Other LESSOR LESSEE

Contact person's name T.M. RIPPEN ENG.; ATT: LANS STOUT Phone 503/443-3900

Contact person's address 2650 SW BEVELAND #100 TIGARD OR 97223
(street) (city) (state) (ZIP)

Assessor's Map Number 251-23 DC Tax Lot Number(s) 100

Address of Property 19500 SW 90th Ct. Lot Area 2.45 acres

Existing Buildings (Number and Type) ONE; TWO-TENANT "FLEX"

Current Use VACANT

As the person responsible for this application, I, the undersigned hereby acknowledge that I have read the above application and its attachments, understand the requirements described herein, and state that the information supplied is as complete and detailed as is currently possible, to the best of my knowledge.

Name _____ Date _____ Phone _____
Address _____
(street) (city) (state) (ZIP)

**NWRESD EARLY INTERVENTION CENTER
TRAFFIC IMPACT STUDY**

TUALATIN, OREGON

**CITY OF TUALATIN
RECEIVED**

JUL 28 2008

**COMMUNITY DEVELOPMENT
PLANNING DIVISION**

**PREPARED BY
LANCASTER ENGINEERING**

JULY 2008



NWRESD EARLY INTERVENTION CENTER

Traffic Impact Study

Tualatin, Oregon



Prepared By
TODD E. MOBLEY, P.E., P.T.O.E.

GEOFFREY A. JUDD, P.E.

July, 2008



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EXECUTIVE SUMMARY

- 1. An existing building in Tualatin, Oregon, is proposed to be occupied by the Northwest Regional Education Service District (NWRESA). The site is located at 19500 SW 90th Court. The site will have direct access onto SW 90th Court via an existing driveway.**
- 2. Based upon the unique nature of this school, the trip generation estimates were derived based upon information supplied by the applicant regarding students, employees, and buses used for the school and previous work for a similar facility. There were two scenarios evaluated, one with the school and industrial space and one with industrial space only.**
- 3. The study intersections currently operate acceptably during the morning and evening peak hours. In the future, the intersections will continue to operate acceptably during the morning and evening peak hours under all scenarios evaluated.**
- 4. The sight distance for the existing driveway was measured and evaluated. There is adequate intersection sight distance in either direction. Therefore, no intersection sight distance mitigations are required.**
- 5. The queuing at the study intersections was evaluated under all of the scenarios analyzed. There is adequate existing striped storage for all of the movements under all of the scenarios analyzed. Therefore, no queuing mitigations are required.**
- 6. The on-site circulation was reviewed for the proposed school and industrial space. There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location.**



INTRODUCTION

An existing building in Tualatin has been proposed for development use by the Northwest Regional Educational Service District (NWRESD). The building will be used as an early intervention/early childhood special education school. The site is located at 19500 SW 90th Court, which is south of SW Tualatin-Sherwood Road. The site will have access to SW 90th Court via an existing driveway. The focus of this school is to provide special education services for children throughout Washington County that demonstrate delays in development.

The purpose of this study is to assess the traffic impact of the proposed school on the nearby street system and to recommend any required mitigative measures. The analysis will include level of service calculations, an evaluation of queuing at the study intersections, and a review of the on-site circulation.

Detailed information on traffic counts, trip generation calculations, and level of service calculations is included in the appendix to this report.



LOCATION DESCRIPTION

An existing building in Tualatin is proposed for use as a school. The site is located at 19500 SW 90th Court, which is south of SW Tualatin-Sherwood Road. The site will have access to SW 90th Court via an existing driveway.

The City of Tualatin requires a study of the intersections of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court and SW 90th Court at the site access. A vicinity map showing the existing lane configurations at the study intersections is shown on page six.

SW Tualatin-Sherwood Road is under the jurisdiction of Washington County and is classified as an Arterial Street. It is a five-lane roadway with a posted speed of 45 mph. There are curbs, sidewalks, and bike lanes along both sides of the roadway.

SW 90th Court is under the jurisdiction of City of Tualatin and is classified as a Local Street. It is a two-lane facility in the study area with no posted speed. There are curbs and sidewalks along both sides of the roadway.

The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court is a four-legged intersection that is controlled by an actuated traffic signal. The eastbound SW Tualatin-Sherwood Road approach has a left-turn lane, a through lane, and a shared through/right-turn lane. The westbound SW Tualatin-Sherwood Road has a left-turn lane, two through lanes, and a right-turn lane. The northbound SW 90th Court approach has a left-turn lane and a shared through/right-turn lane. The southbound SW 90th Avenue approach has a left-turn lane, a shared left-turn/through lane, and a right-turn lane.

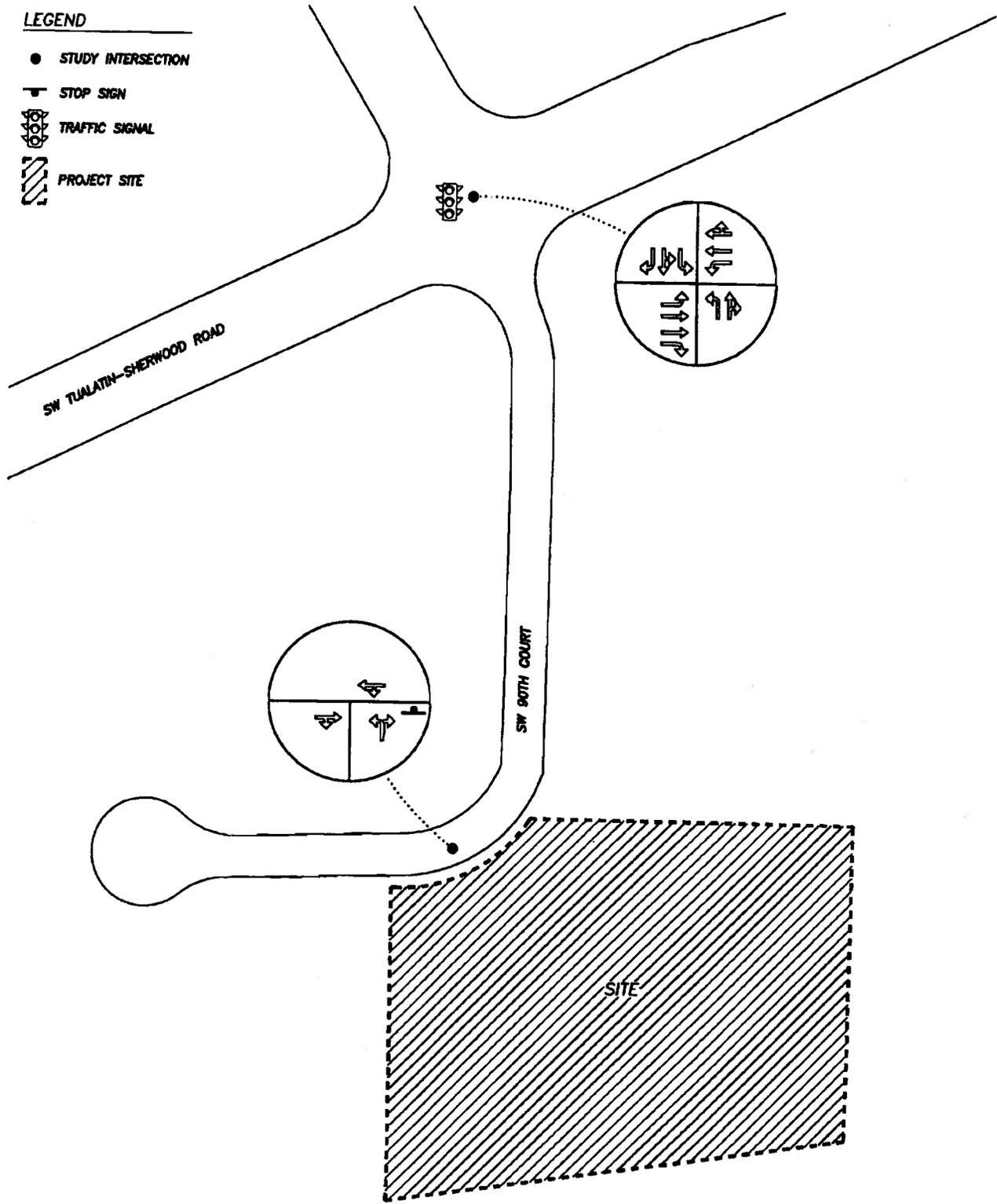
The intersection of SW 90th Court at the site access is a three-legged intersection that is controlled by STOP signs on the driveway approach. All of the approaches are single-lane.

There is no transit service provided near the site.

Manual turning movement counts were made at the study intersections during July 2008 from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. The peak hours generally occur from about 7:00 to 8:00 a.m. and from about 4:10 to 5:10 p.m. The volumes for the morning and evening peak hours are shown in the traffic flow diagram on page seven.

LEGEND

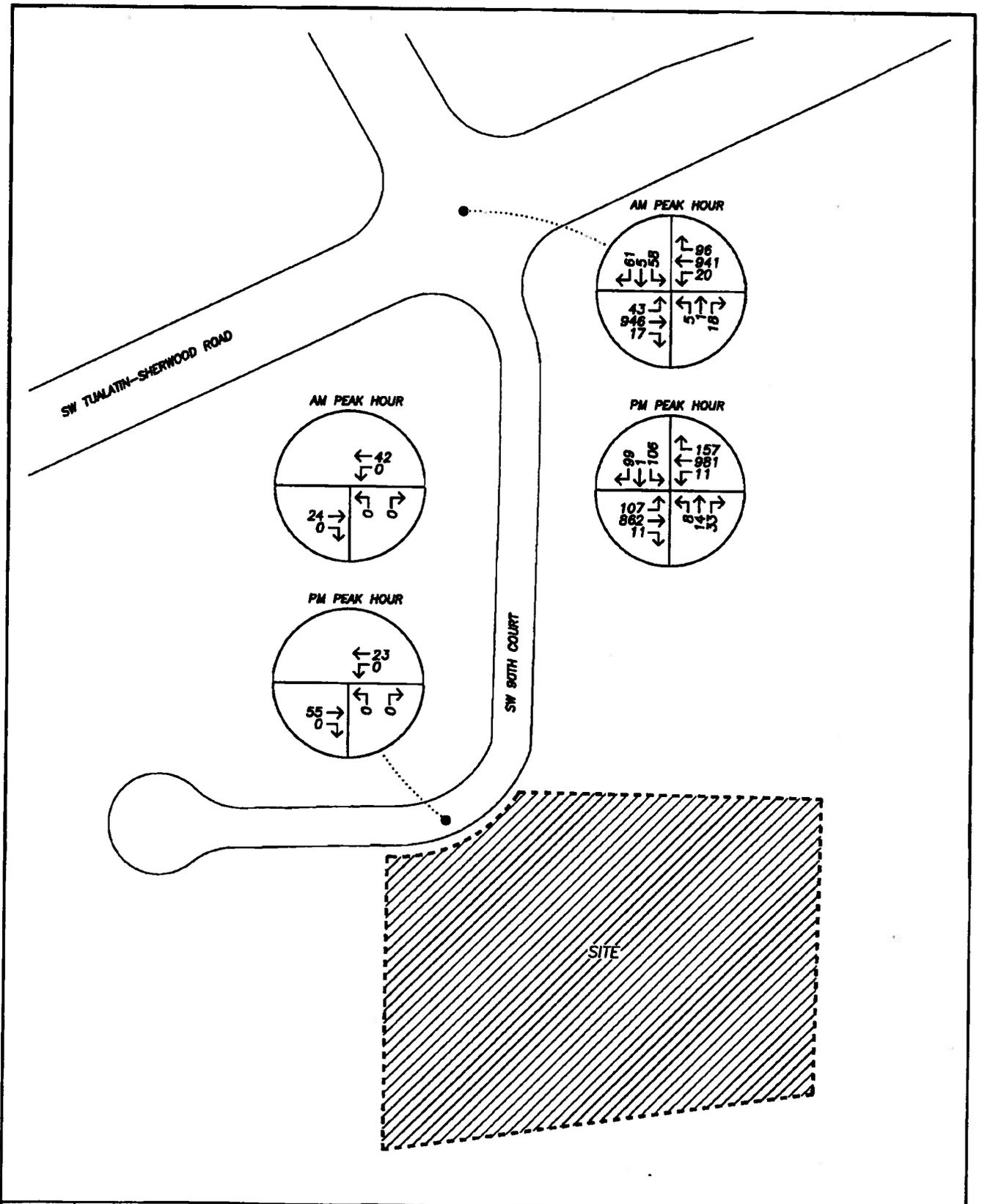
- STUDY INTERSECTION
- ⏏ STOP SIGN
- Ⓢ TRAFFIC SIGNAL
- ▨ PROJECT SITE



VICINITY MAP
Existing Lane Configurations
& Traffic Control Devices



FIGURE
1
PAGE
6



Le

TRAFFIC VOLUMES
Existing Conditions
AM and PM Peak Hours



FIGURE
2
PAGE
7



TRIP GENERATION AND DISTRIBUTION

Trip Generation

To estimate the number of trips that will be generated by the site, trip generation estimates were developed. There are two scenarios that were investigated, with and without the proposed school. The remaining balance of the site will be general light industrial space.

The trip generation data for the proposed school was obtained from the client and previous studies prepared for the NWRESD. This data shows the number of vehicles, students, buses, parents, and hours of operation for the school. The data was then used to develop the estimated trip generation for the proposed school.

The school typically operates between 8:30 a.m. and 3:30 p.m. Monday through Thursday. There are no classes on Friday, but staff is required to be at the school. There will be no more than approximately 35 staff members and 40 students on the site at any one time throughout the day. The student to teacher ratio is much higher than typical schools in the area. Additionally, the students range in age from approximately 2 to 6 years old. The age range is younger than typical schooling facilities. The focus of this school is to provide special education services for children that demonstrate delays in development.

The trip generation estimates for the school were based upon a worst-case assumption that staff arrives approximately an hour before school starts and the majority of the staff stays until the evening peak hour.

The trip generation for the proposed industrial space was estimated using the trip rates from *TRIP GENERATION*, Seventh Edition, published by the Institute of Transportation Engineers (ITE), were used. The trip rates used were for land-use code 110, *General Light Industrial*. The trip generation rates are based on the size of the building. The two scenarios for trip generation estimates includes 22,181 square feet of Industrial Space and 33,215 square feet of Industrial space

The trip generation calculations indicate that with the school in place, there will be approximately 75 trips generated during the morning peak hour. Of these, 62 will be entering and



13 will be exiting the site. During the evening peak hour, there will be approximately 47 trips expected, with 3 entering and 44 exiting the site.

The development of the site with 33,215 square feet of Industrial Space, results in 31 morning peak hour trips and 33 evening peak hour trips. Therefore, the scenario with the proposed school is a higher trip generator than without the school.

Because the proposed uses for this site are either an origin or destination for trips, no reduction was taken for pass-by trips. No reduction was made for transit use.

A summary of the trip generation calculations for the site under both scenarios is shown in the following table. Detailed trip generation calculations are included in the appendix to this report.

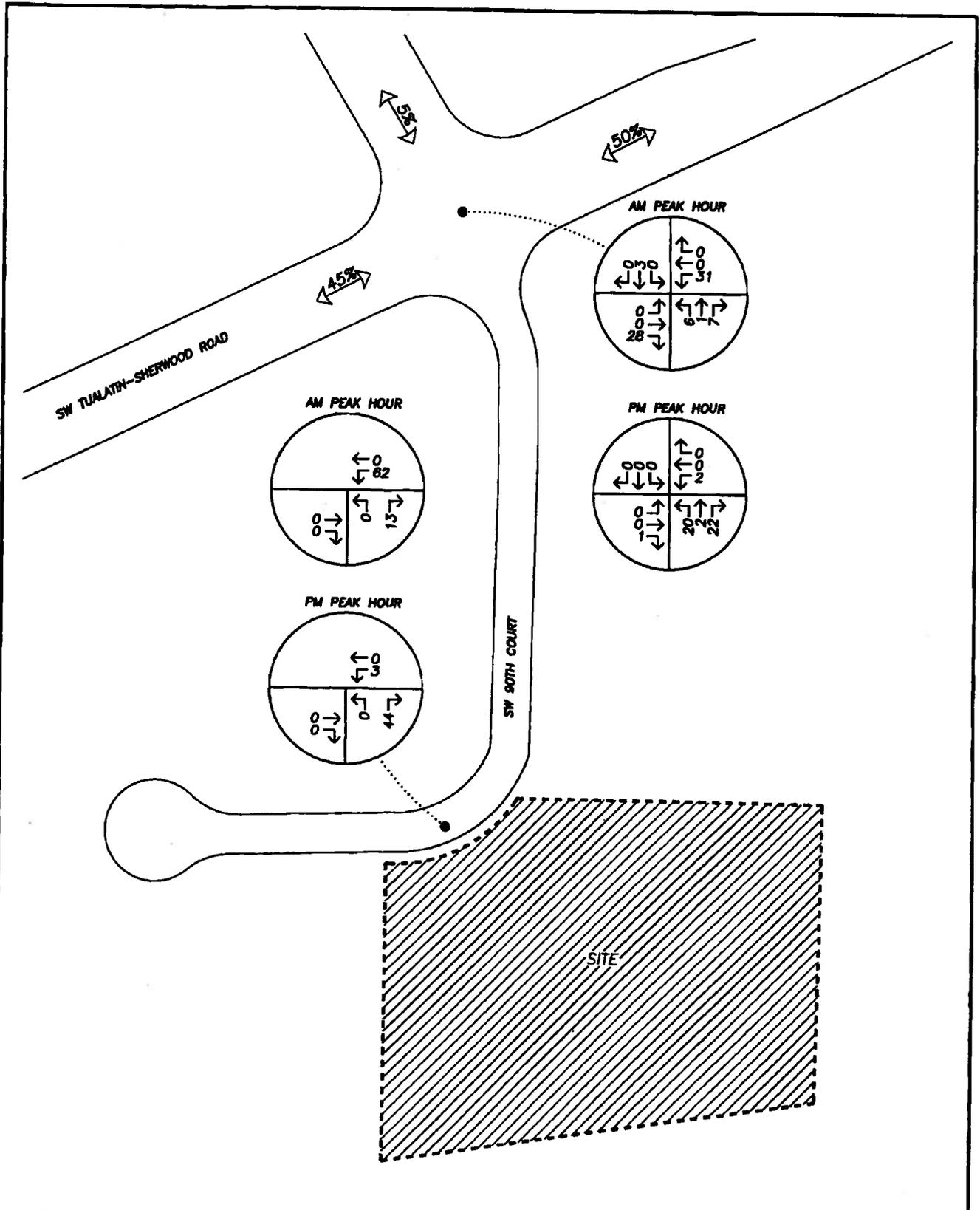
TRIP GENERATION SUMMARY			
	Entering Trips	Exiting Trips	Total Trips
<i>NWRESD School</i>			
AM Peak Hour	44	11	55
PM Peak Hour	0	25	25
<i>22,181 sq.ft. Industrial Space</i>			
AM Peak Hour	18	2	20
PM Peak Hour	3	19	22
TOTAL			
AM Peak Hour	62	13	75
PM Peak Hour	3	44	47
<i>33,215 sq.ft. Industrial Space</i>			
AM Peak Hour	27	4	31
PM Peak Hour	4	29	33



Trip Distribution

The NWRESD provides services throughout Washington County. The major travel route into the school will be via SW Tualatin-Sherwood Road. The traffic volumes along SW Tualatin-Sherwood Road were reviewed to determine a directional distribution for the school. SW Tualatin-Sherwood Road is a regional corridor and the traffic volumes reflect an evenly split distribution. Therefore, the traffic volumes from the school were assumed to be evenly split between the east and west at the intersection of SW 90th Avenue/SW 90th Court at SW Tualatin-Sherwood Road.

The traffic flow diagram on page 11 shows the distribution of the site trips from the proposed school. The traffic flow diagrams on page 12 shows the assignment of the site trips to the roadway network during the morning and evening peak hours.

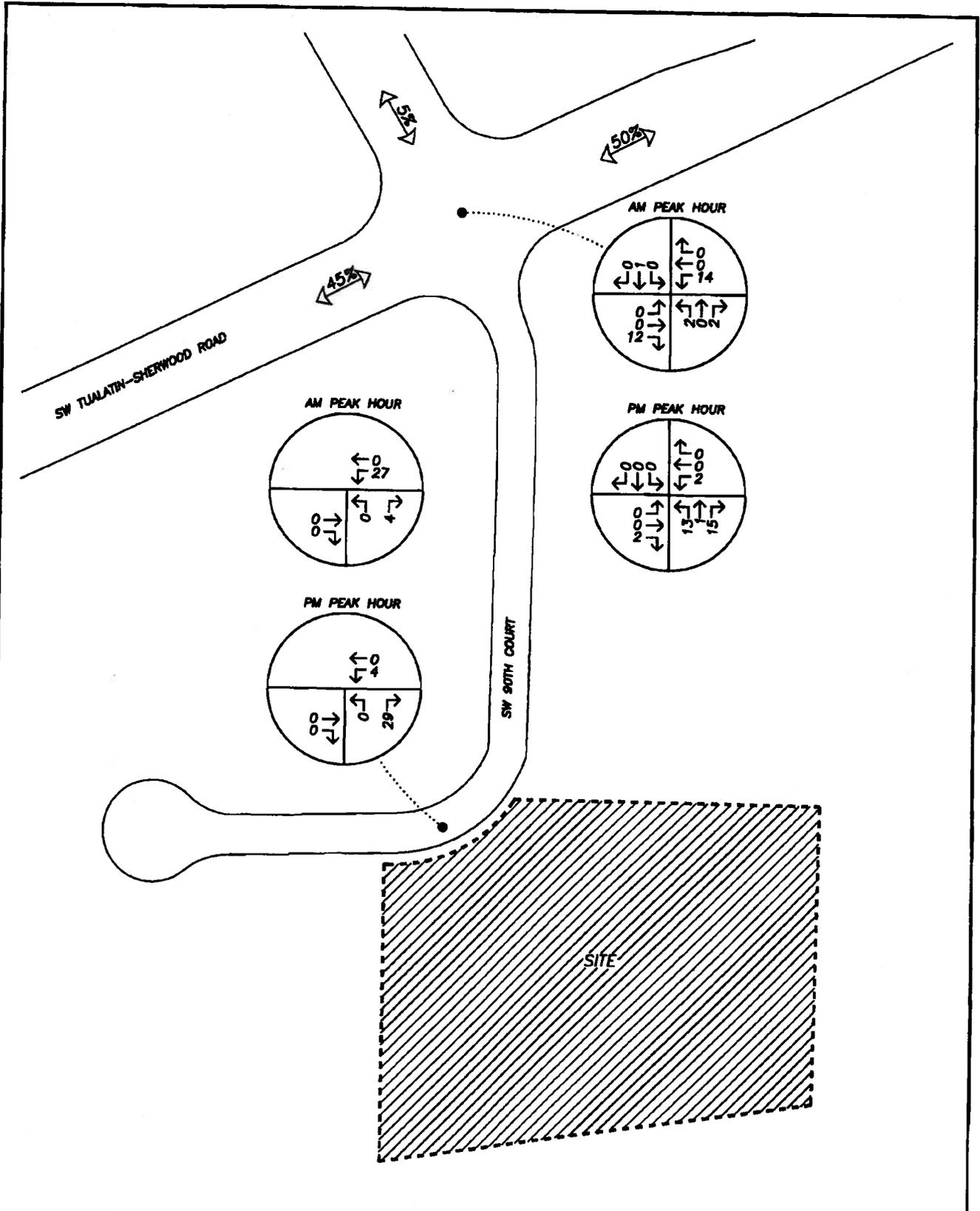


1e

SITE-GENERATED TRAFFIC
Proposed Development Plan
AM and PM Peak Hours



FIGURE
3
PAGE
11



1e

SITE-GENERATED TRAFFIC
 Worst-Case Development Plan
 AM and PM Peak Hours



FIGURE
 4
 PAGE
 12



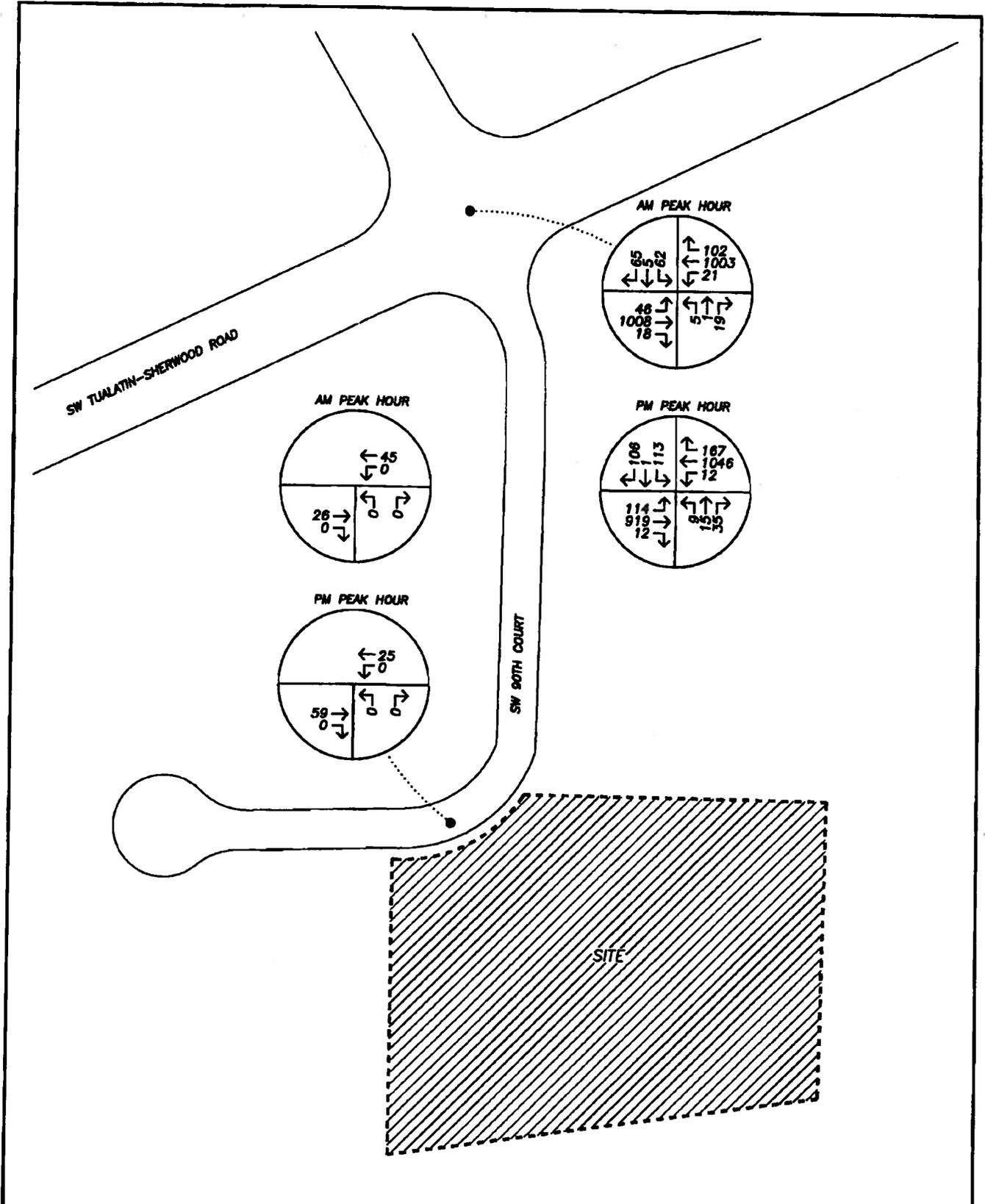
OPERATIONAL ANALYSIS

Background Traffic

Since traffic counts at the study intersections represent existing conditions, a background growth rate of three percent per year for three years was added to the counts at these intersections to approximate background conditions. This growth rate is typically used for short-term regional growth within the METRO region. The proposed school should be in full operation prior to this time.

No specific developments have been identified near the site that will contribute to the traffic volumes at the study intersections. The growth rate accounts for developments that are not in the immediate vicinity of the site, but still may add through traffic on the streets near the site.

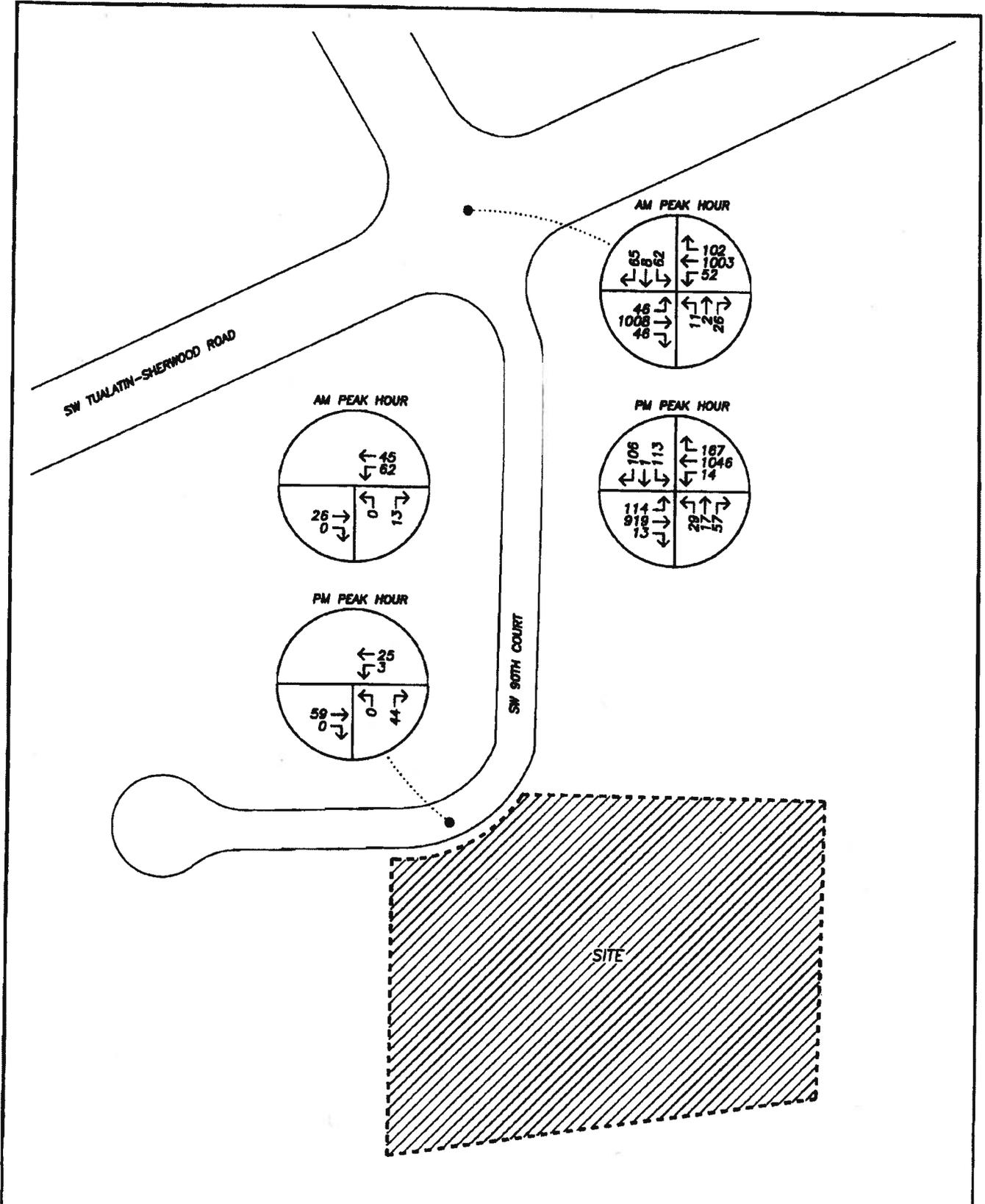
The background traffic volumes comprise the existing traffic volumes with the growth rate applied. A traffic flow diagram showing the background traffic volumes during the morning and evening peak hours are given on page 14. A traffic flow diagram showing the background traffic with the site trips from the proposed school and industrial space added is given on page 15. A traffic flow diagram showing the background traffic with the site trips with only the proposed industrial space added is given on page 16.



le TRAFFIC VOLUMES
 Background Traffic Conditions
 AM and PM Peak Hours

no scale

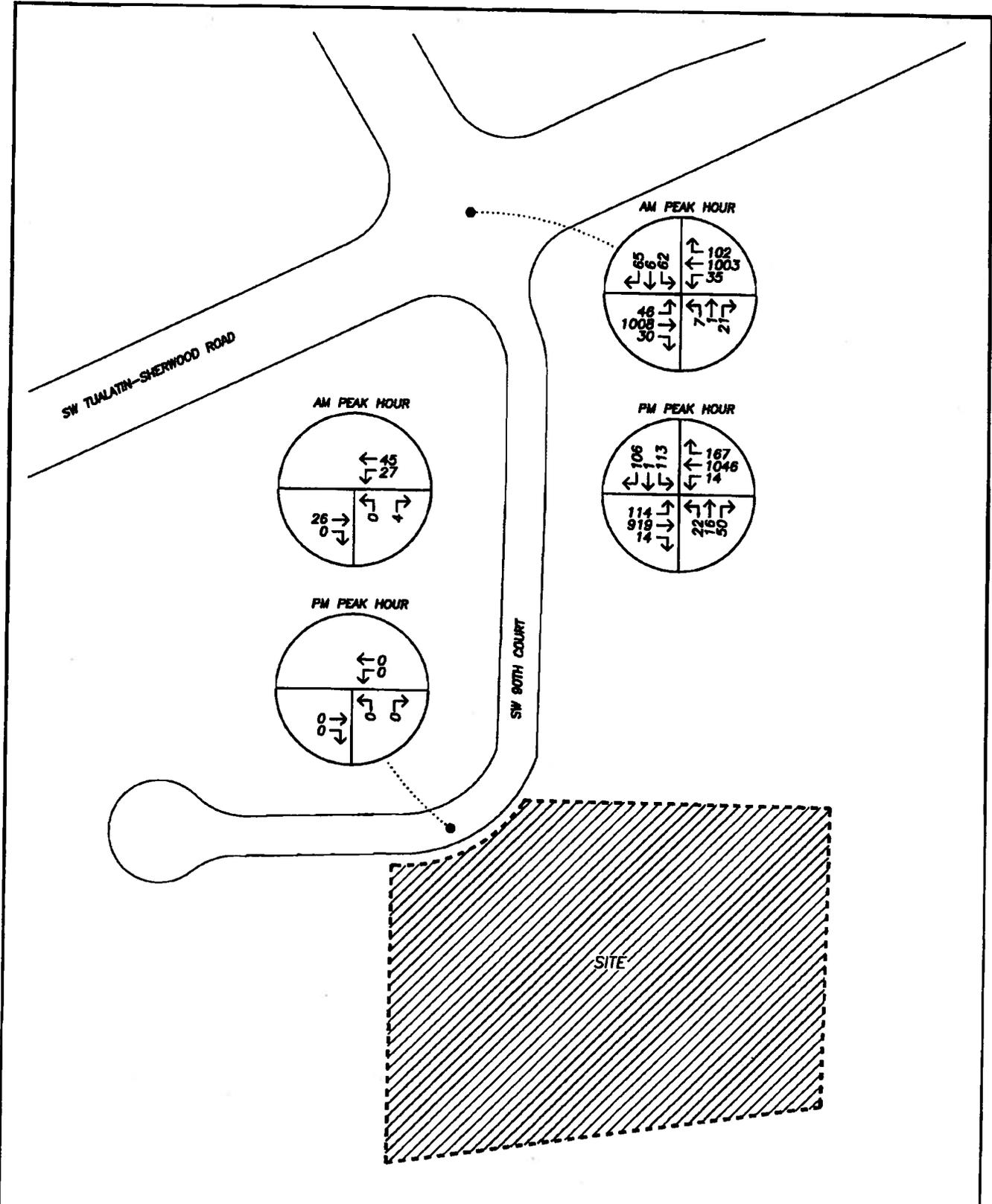
FIGURE 5
PAGE 14



TRAFFIC VOLUMES
 Background plus Site Trips Conditions
 AM and PM Peak Hours

FIGURE 6
 PAGE 15

no scale



Le

TRAFFIC VOLUMES
Background plus Site Trips Conditions
AM and PM Peak Hours



FIGURE
7
PAGE
16



Capacity Analysis

To determine the level of service at the study intersections, a capacity analysis was conducted. The study intersections were analyzed using the signalized and unsignalized intersection analysis method in the *2000 HIGHWAY CAPACITY MANUAL (HCM2000)*, published by the Transportation Research Board. The level of service can range from A, which indicates very little or no delay, to level F, which indicates a high degree of congestion and delay.

The analysis was made for the existing, background, and background plus site conditions during the morning and evening peak hours. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court is under the jurisdiction of Washington County and therefore must operate at v/c ratio of 0.99 or better for signalized intersections. The intersection of SW 90th Court at the site access is under the jurisdiction of Tualatin and must operate at a level of service of E or better.

The study intersections currently operate at a very favorable level of service and v/c ratio during the morning and evening peak hours. In the future, the study intersections will continue to operate acceptably under all scenarios during the morning and evening peak hours.

The results of the capacity analysis, along with the Levels of Service (LOS) and delay are shown in the following table. Tables showing the relationships between delay and level of service are included in the appendix to this report.



LEVEL OF SERVICE SUMMARY

	AM Peak Hour			PM Peak Hour		
	LOS	Delay	V/C	LOS	Delay	V/C
<i>Tualatin-Sherwood Road/90th Court</i>						
Existing Conditions	A	8	0.51	B	16	0.56
Background Conditions	A	9	0.53	B	17	0.59
Background + Site Trips ¹	A	10	0.58	B	18	0.61
Background + Site Trips ²	A	9	0.56	B	18	0.61
<i>90th Court/Site Access</i>						
Background + Site Trips ¹	A	9	0.01	A	9	0.05
Background + Site Trips ²	A	8	0.01	A	9	0.03

¹ With NWRES D School and 22 ksf Industrial Space

² With 33 ksf Industrial Space

LOS = Level of Service

Delay = Average Delay per Vehicle in Seconds

V/C = Volume-to-Capacity ratio

Field observations revealed that SW Tualatin-Sherwood Road is operating at capacity during the evening peak hour. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court does not appear to be a point of constriction to the flow along SW Tualatin-Sherwood Road. There are no mitigations necessary at the study intersections.



SAFETY ANALYSIS

Sight Distance

Required intersection sight distance was calculated from the equations given in *A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS*, published in 2001 by the American Association of State Highway and Transportation Officials (AASHTO). The measurements are based on an eye height of 3.5 feet and an object height of 3.5 feet above the road, with the driver's eye 15 feet behind the edge of the near side travel lane. Based upon the statutory speed of 25 mph along SW 90th Court, the intersection sight distance required is 280 feet in either direction.

The intersection sight distance was measured from the existing access driveway for the site. The sight distance was measured to be 280 feet or more in either direction. There are no obstructions to the sight distance in either direction.

Crash History

A review of the previous five years of crash data at the study intersections was performed. The crash data was obtained from the Oregon Department of Transportation (ODOT) Crash Analysis and Reporting Unit. The crash data and existing traffic counts were used to determine the crash rate for the study intersections. The crash rate is the number of crashes per million entering vehicles at the intersection. Typically, crash rates greater than 1.0 require additional investigation to determine if a safety deficiency exists at the intersection.

The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court had five crashes reported in the previous five years of data. All of the crashes at this intersection were rear-end type crashes. This type of crash is typical at signalized intersections. The crash rate for this intersection was computed to be 0.11 crashes per million entering vehicles.

A review of the study intersections and roadways revealed no apparent correctable safety deficiencies. Therefore, no safety related mitigations are required with the proposed school and industrial space.



Queuing Analysis

An analysis of the queuing at the study intersections was conducted for all of the scenarios during the evening peak hour conditions. The queue length for the signalized intersection was calculated from the Poisson distribution of the traffic volumes for each of the lane groups at the intersection. The 95th percentile of the distribution is used to estimate queue length for the traffic movements. This means that 95-percent of the time, the queue length will be less than or equal to what is calculated.

At the signalized intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court, the striped storage for the northbound left-turn lane was estimated to be approximately 100 feet and the westbound left-turn lane was estimated to be 250 feet. The 95th-percentile queues for these two approaches will be accommodated within the striped storage.

The queue worksheets for all of the analysis scenarios, showing the queue length for every approach at the study intersections, are included in the appendix to this report. The following table shows the queuing for some of the critical movements for the background plus site trips conditions.

QUEUING ANALYSIS			
	AM Peak Hour	PM Peak Hour	
	<u>Queue</u>	<u>Queue</u>	<u>Storage</u>
<i>Tualatin-Sherwood Road/90th Avenue/90th Court</i>			
Northbound Left-turn lane	25	50	100
Northbound through/right-turn lane	75	175	N/A
Westbound Left-turn lane	100	50	250
<i>SW Koll Parkway/Site Access</i>			
Northbound Approach	25	25	N/A

On Site Circulation

The site plan was reviewed to evaluate the circulation for the bus that will be used for the proposed school. As shown in the site plan in the appendix, the bus can circulate the site with no problems.



There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location.

Conclusions

The Northwest Regional Education Service District is proposing to occupy an existing building at 19500 SW 90th Court in Tualatin. The trip generation for the school was estimated based upon data provided and previous projects, since this school is not a typical school facility.

An analysis of the study intersections indicates that all of the intersections will operate acceptably under all of the scenarios evaluated. Field observations revealed that SW Tualatin-Sherwood Road is operating at capacity during the evening peak hour. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court does not appear to be a point of constriction to the flow along SW Tualatin-Sherwood Road. There are no mitigations necessary at the study intersections.

The on-site circulation was reviewed for the proposed school and industrial space. There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location.



APPENDIX



LEVEL OF SERVICE

Level of service is used to describe the quality of traffic flow. Levels of service A to C are considered good, and rural roads are usually designed for level of service C. Urban streets and signalized intersections are typically designed for level of service D. Level of service E is considered to be the limit of acceptable delay. For unsignalized intersections, level of service E is generally considered acceptable. Here is a more complete description of levels of service:

Level of service A: Very low delay at intersections, with all traffic signal cycles clearing and no vehicles waiting through more than one signal cycle. On highways, low volume and high speeds, with speeds not restricted by other vehicles.

Level of service B: Operating speeds beginning to be affected by other traffic; short traffic delays at intersections. Higher average intersection delay than for level of service A resulting from more vehicles stopping.

Level of service C: Operating speeds and maneuverability closely controlled by other traffic; higher delays at intersections than for level of service B due to a significant number of vehicles stopping. Not all signal cycles clear the waiting vehicles. This is the recommended design standard for rural highways.

Level of service D: Tolerable operating speeds; long traffic delays occur at intersections. The influence of congestion is noticeable. At traffic signals many vehicles stop, and the proportion of vehicles not stopping declines. The number of signal cycle failures, for which vehicles must wait through more than one signal cycle, are noticeable. This is typically the design level for urban signalized intersections.

Level of service E: Restricted speeds, very long traffic delays at traffic signals, and traffic volumes near capacity. Flow is unstable so that any interruption, no matter how minor, will cause queues to form and service to deteriorate to level of service F. Traffic signal cycle failures are frequent occurrences. For unsignalized intersections, level of service E or better is generally considered acceptable.

Level of service F: Extreme delays, resulting in long queues which may interfere with other traffic movements. There may be stoppages of long duration, and speeds may drop to zero. There may be frequent signal cycle failures. Level of service F will typically result when vehicle arrival rates are greater than capacity. It is considered unacceptable by most drivers.



**LEVEL OF SERVICE CRITERIA
FOR SIGNALIZED INTERSECTIONS**

LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (Seconds)
A	< 10
B	10-20
C	20-35
D	35-55
E	55-80
F	> 80

**LEVEL OF SERVICE CRITERIA
FOR UNSIGNALIZED INTERSECTIONS**

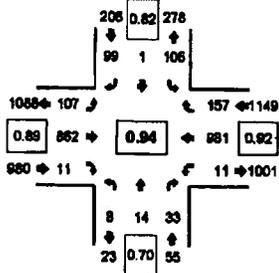
LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (Seconds)
A	< 10
B	10-15
C	15-25
D	25-35
E	35-50
F	> 50

Type of peak hour being reported: Intersection Peak

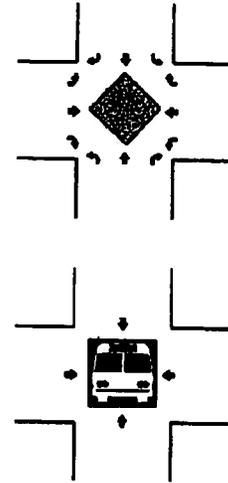
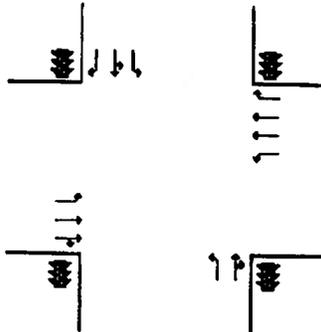
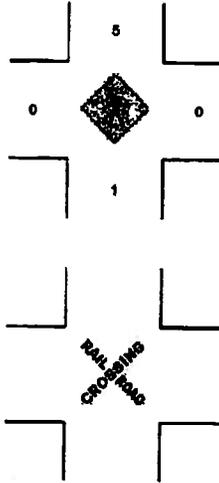
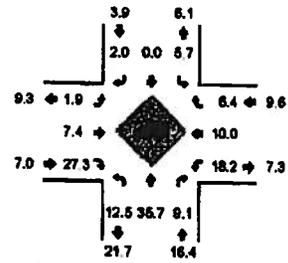
Method for determining peak hour: Total Entering Volume

LOCATION: SW 90th Ave -- SW Tualatin Sherwood Rd
CITY/STATE: Tualatin, OR

QC JOB #: 10368402
DATE: 7/1/2008



Peak-Hour: 4:10 PM -- 5:10 PM
Peak 15-Min: 4:35 PM -- 4:50 PM



5-Min Count Period Beginning At	SW 90th Ave (Northbound)				SW 90th Ave (Southbound)				SW Tualatin Sherwood Rd (Eastbound)				SW Tualatin Sherwood Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	1	1	0	7	0	7	0	9	68	2	0	1	80	10	0	208	
4:05 PM	0	1	3	0	12	0	9	0	8	55	1	0	1	78	15	0	183	
5:10 PM	1	0	0	0	6	0	6	0	8	76	0	0	0	81	15	0	193	2388
5:15 PM	0	1	4	0	6	0	6	0	6	87	0	0	3	76	7	0	196	2374
5:20 PM	1	0	3	0	5	3	2	0	4	68	0	0	0	75	9	0	170	2342
5:25 PM	0	0	0	0	5	0	5	0	4	70	0	0	1	83	13	0	181	2335
5:30 PM	0	3	0	0	2	0	7	0	9	73	0	0	1	69	17	0	181	2333
5:35 PM	0	0	0	0	8	1	6	0	1	71	0	0	0	72	9	0	168	2267
5:40 PM	1	0	0	0	4	0	4	0	6	73	0	0	1	89	16	0	194	2280
5:45 PM	0	0	3	0	7	0	4	0	5	73	0	0	3	66	12	0	175	2234
5:50 PM	0	0	2	0	11	0	5	0	1	73	0	0	0	63	7	0	162	2217
5:55 PM	0	2	1	0	2	0	3	0	4	66	0	0	1	66	14	0	161	2184
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
All Vehicles	4	8	32	0	132	0	116	0	124	984	8	0	8	972	156	0		2544
Heavy Trucks	0	4	4	0	0	0	4	0	4	52	4	0	0	96	0	0	168	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles																		
Railroad																		
Stopped Buses																		

Comments:

Report generated on 7/1/2008 9:31 AM

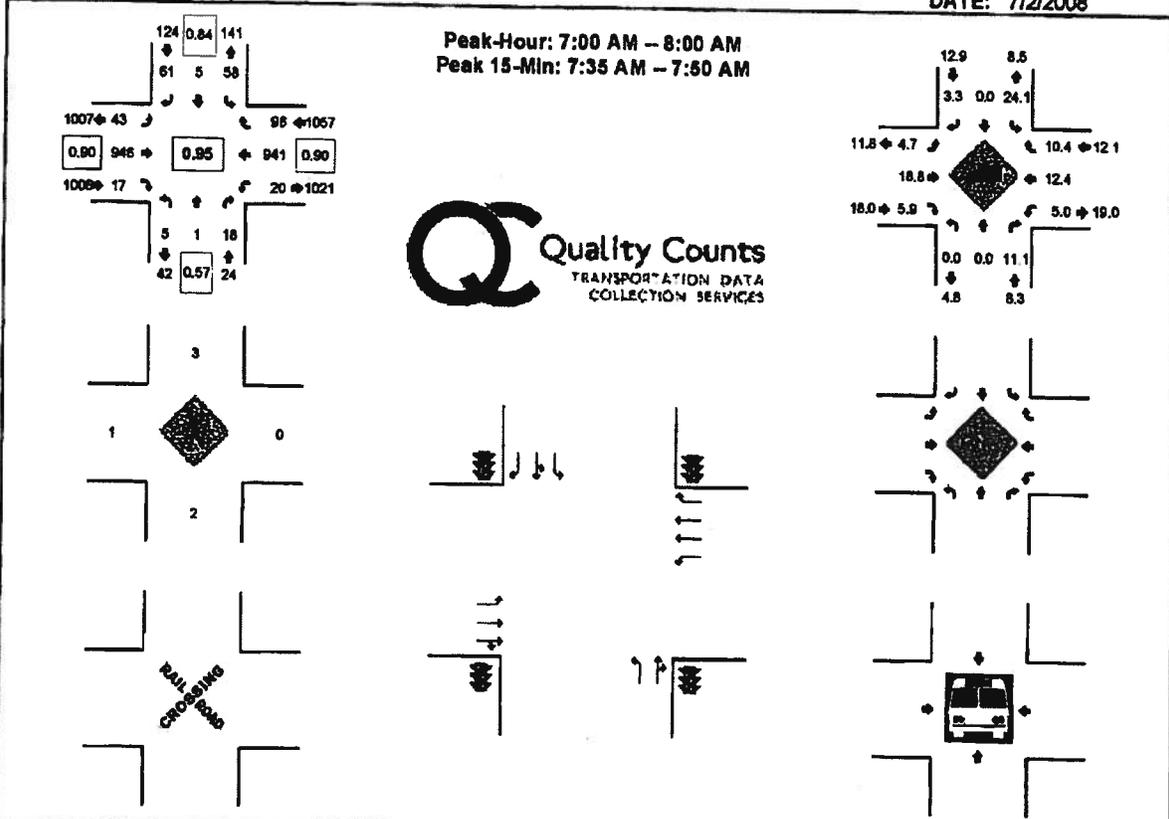
SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: SW 90th Ave - SW Tualatin-Sherwood Rd
CITY/STATE: Tualatin, OR

QC JOB #: 10368401
DATE: 7/2/2008



5-Min Count Period Beginning At	SW 90th Ave (Northbound)				SW 90th Ave (Southbound)				SW Tualatin-Sherwood Rd (Eastbound)				SW Tualatin-Sherwood Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	0	1	0	8	0	5	0	5	61	2	0	0	82	12	0	176	2204
8:05 AM	0	0	3	0	11	0	1	0	4	78	1	0	1	63	9	0	171	2186
8:10 AM	0	0	1	0	7	0	5	0	4	73	0	0	2	64	5	0	161	2196
8:15 AM	0	0	0	0	7	0	4	0	1	64	0	0	2	61	7	0	148	2160
8:20 AM	0	0	0	0	1	1	4	0	2	73	0	0	1	60	8	0	150	2116
8:25 AM	0	0	3	0	4	0	3	0	6	73	3	0	1	63	5	0	161	2104
8:30 AM	2	0	0	0	4	0	4	0	4	81	1	0	1	77	11	0	185	2113
8:35 AM	0	0	5	0	8	1	7	0	3	79	1	0	4	59	10	0	177	2078
8:40 AM	2	0	3	0	7	1	3	0	1	77	3	0	1	53	3	0	154	2052
8:45 AM	2	0	2	0	14	0	3	0	3	72	2	0	5	69	12	0	184	2044
8:50 AM	1	0	2	0	3	0	4	0	3	105	0	0	0	79	6	0	203	2050
8:55 AM	2	0	3	0	1	1	2	0	4	58	1	1	2	78	7	0	160	2028
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	12	0	60	4	76	4	52	958	4	0	28	1044	95	0	2336	
Heavy Trucks	0	0	0	0	4	0	4	0	0	192	0	0	4	136	16	0	356	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles																		
Railroad																		
Stopped Buses																		

Comments:



TRIP GENERATION CALCULATIONS

Land Use: General Light Industrial
Land Use Code: 110
Variable: 1,000 Square Feet
Variable Quantity: 22.18

AM PEAK HOUR

Trip Rate: 0.92

	Enter	Exit	Total
Directional Distribution	88%	12%	
Trip Ends			

PM PEAK HOUR

Trip Rate: 0.98

	Enter	Exit	Total
Directional Distribution	12%	88%	
Trip Ends			

WEEKDAY

Trip Rate: 6.97

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

SATURDAY

Trip Rate: 1.32

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

Source: TRIP GENERATION, Seventh Edition



TRIP GENERATION CALCULATIONS

Land Use: General Light Industrial
Land Use Code: 110
Variable: 1,000 Square Feet
Variable Quantity: 33.22

AM PEAK HOUR

Trip Rate: 0.92

	Enter	Exit	Total
Directional Distribution	88%	12%	
Trip Ends			

PM PEAK HOUR

Trip Rate: 0.98

	Enter	Exit	Total
Directional Distribution	12%	88%	
Trip Ends			

WEEKDAY

Trip Rate: 6.97

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

SATURDAY

Trip Rate: 1.32

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

Source: TRIP GENERATION, Seventh Edition

08094 - NWRESO Tualatin
Existing Conditions - AM Peak Hour

Scenario Report
AM
Command: AM
Volume: AM
Geometry: AM
Impact Fee: AM
Trip Generation: AM
Trip Distribution: AM
Paths: AM
Routes: AM
Configuration: AM

08094 - NWRESO Tualatin
Existing Conditions - AM Peak Hour

Impact Analysis Report
Level Of Service

Intersection	Base Del/ V/ LOS Veh C	Future Del/ V/ LOS Veh C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	A 8.2 0.505	A 8.2 0.505	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 0.0 0.000	+ 0.000 D/V

08094 - NWRESD Tualatin
 Existing Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (Ped/Bike Sat Adj)
 2000 HCM Operations Method
 Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
CrswalkWid:	0.00	8.00	0.00	8.00	0.00	8.00	0.00	0.00	8.00	0.00	8.00	0.00
CrswalkLen:	0.00	72.00	0.00	60.00	0.00	36.00	0.00	0.00	48.00	0.00	0.00	0.00
MinPedGrn:	0.00	21.21	0.00	18.21	0.00	12.20	0.00	0.00	15.20	0.00	0.00	0.00
PedGrn:	0.00	21.21	0.00	18.21	0.00	12.20	0.00	0.00	15.20	0.00	0.00	0.00
PedVolume:	0	2	0	0	3	0	0	1	0	0	0	0
PedFlowRate:	0	6	0	0	10	0	0	5	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlwRate:	0.000	0.003	0.000	0.005	0.000	0.000	0.000	0.002	0.000	0.000	0.000	0.000
PedOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
xOcc:	0.000	0.003	0.000	0.005	0.000	0.000	0.000	0.002	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.998	0.000	0.997	0.000	0.998	0.000	0.998	0.000	0.998	0.000	0.000
Prt:	0.000	0.947	0.000	1.000	0.000	0.018	0.000	0.018	0.000	0.000	0.000	0.000
Pta:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Pit:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Pita:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.998	1.000	0.997	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - NWRESD Tualatin
 Existing Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (HCM2000 Queue Method)
 2000 HCM Operations Method
 Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
Green/Cycle:	0.03	0.03	0.03	0.09	0.09	0.09	0.06	0.65	0.66	0.03	0.62	0.62
ArrivalType:	3	3	3	3	3	3	3	3	3	3	3	3
ProgFactor:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q1:	0.1	0.3	0.3	0.5	0.5	1.0	0.7	4.5	4.5	0.3	4.7	0.7
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	0.8	0.8	0.3	0.3	0.9	0.8	1.0	1.0	0.8	1.0	0.1
HCMQueue:	0.2	1.1	1.1	0.8	0.8	1.9	1.6	5.6	5.6	1.1	5.7	0.8
70thFactor:	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.19	1.19	1.20	1.19	1.20
HCMk70thQ:	0.3	1.3	1.3	1.0	1.0	2.3	1.9	6.6	6.6	1.4	6.7	1.0
85thFactor:	1.60	1.59	1.59	1.59	1.59	1.58	1.58	1.55	1.55	1.59	1.55	1.59
HCMk85thQ:	0.3	1.8	1.8	1.3	1.3	3.1	2.5	8.6	8.6	1.8	8.8	1.3
90thFactor:	1.80	1.78	1.78	1.78	1.78	1.76	1.77	1.70	1.70	1.78	1.70	1.78
HCMk90thQ:	0.4	2.0	2.0	1.4	1.4	3.4	2.8	9.5	9.5	2.0	9.6	1.4
95thFactor:	2.09	2.06	2.06	2.07	2.07	2.04	2.05	1.94	1.94	2.06	1.94	2.07
HCMk95thQ:	0.5	2.3	2.3	1.7	1.7	3.9	3.2	10.8	10.8	2.3	11.0	1.7
98thFactor:	2.68	2.62	2.62	2.64	2.64	2.56	2.59	2.35	2.35	2.62	2.35	2.64
HCMk98thQ:	0.6	2.9	2.9	2.1	2.1	5.0	4.1	13.1	13.1	3.0	13.3	2.1

PM ----- Mon Jul 14, 2008 08:53:11 Page 1-1

 08094 - NWRESD Tualatin
 Existing Conditions - PM Peak Hour

 Scenario Report
 PM
 Command: PM
 Volume: PM
 Geometry: PM
 Impact Fee: PM
 Trip Generation: PM
 Trip Distribution: PM
 Paths: PM
 Routes: PM
 Configuration: PM

PM ----- Mon Jul 14, 2008 08:53:11 Page 2-1

 08094 - NWRESD Tualatin
 Existing Conditions - PM Peak Hour

 Impact Analysis Report
 Level Of Service

Intersection	Base Del/ LOS	Base Veh B	Future Del/ LOS	Future Veh B	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	16.1	0.555	16.1	0.555	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	0.0	0.000	0.0	0.000	+ 0.000 D/V

08094 - NWRESD Tualatin
Existing Conditions - PM Peak Hour

Level Of Service Detailed Computation Report (Ped/Bike Sat Adj)

2000 HCM Operations Method

Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach: North Bound South Bound East Bound West Bound

Movement: L T R L T R L T R L T R

	L	T	R	L	T	R	L	T	R	L	T	R
CrosswalkWid:	0.00	8.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00	8.00
CrosswalkLen:	0.00	72.00	0.00	60.00	0.00	36.00	0.00	0.00	48.00	0.00	0.00	48.00
MinPedGrn:	0.00	21.21	0.00	18.24	0.00	12.20	0.00	15.20	0.00	15.20	0.00	15.20
PedGrn:	0.00	21.21	0.00	18.24	0.00	12.20	0.00	15.20	0.00	15.20	0.00	15.20
PedVolume:	0	1	0	0	0	0	0	0	0	0	0	0
PedFlowRate:	0	5	0	0	0	0	0	0	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlowRate:	0	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.002	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
rOcc:	0.000	0.002	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.702	0.000	1.000	0.000	1.000	0.000	1.000	0.000	1.000	0.000	1.000
Prt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.999	1.000	0.992	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - NWRESD Tualatin
Existing Conditions - PM Peak Hour

Level Of Service Detailed Computation Report (HCM2000 Queue Method)

2000 HCM Operations Method

Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach: North Bound South Bound East Bound West Bound

Movement: L T R L T R L T R L T R

	L	T	R	L	T	R	L	T	R	L	T	R
Green/Cycle:	0.06	0.06	0.06	0.12	0.12	0.12	0.12	0.12	0.68	0.68	0.02	0.57
ArrivalType:	3	3	3	3	3	3	3	3	3	3	3	3
ProgFactor:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q1:	0.2	1.4	1.3	1.4	1.4	2.8	3.0	6.0	6.0	0.3	9.5	2.2
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	1.0	1.0	0.4	0.4	1.1	1.1	0.7	0.7	0.5	1.2	0.2
HCM2Queue:	0.3	2.4	2.4	1.8	1.8	3.9	4.1	6.7	6.7	0.9	10.8	2.5
70thFactor:	1.20	1.19	1.19	1.20	1.20	1.19	1.19	1.18	1.18	1.20	1.18	1.19
HCM2k70thQ:	0.4	2.8	2.8	2.1	2.1	4.6	4.9	8.0	8.0	1.0	12.7	3.0
85thFactor:	1.60	1.58	1.58	1.58	1.58	1.56	1.56	1.54	1.54	1.59	1.51	1.58
HCM2k85thQ:	0.5	3.8	3.8	2.8	2.8	6.1	6.4	10.4	10.4	1.4	16.2	3.9
90thFactor:	1.79	1.76	1.76	1.77	1.77	1.73	1.73	1.69	1.69	1.78	1.63	1.75
HCM2k90thQ:	0.6	4.2	4.2	3.2	3.2	6.7	7.1	11.3	11.3	1.5	17.6	4.3
95thFactor:	2.09	2.03	2.03	2.04	2.04	1.98	1.98	1.91	1.91	2.07	1.83	2.02
HCM2k95thQ:	0.7	4.8	4.8	3.7	3.7	7.7	8.1	12.9	12.9	1.8	19.7	5.0
98thFactor:	2.68	2.53	2.53	2.57	2.57	2.44	2.43	2.30	2.30	2.64	2.14	2.53
HCM2k98thQ:	0.9	6.0	6.0	4.6	4.6	9.5	10.0	15.4	15.4	2.3	23.0	6.3

AM

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08094 - NWRESO Tualatin
Background Conditions - AM Peak Hour

Scenario Report

AM

Command:

Volume:

Geometry:

Impact Fee:

Trip Generation:

Trip Distribution:

Paths:

Routes:

Configuration:

Default Impact Fee

Default Trip Distribution

Default Path

Default Route

AM

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08094 - NWRESO Tualatin
Background Conditions - AM Peak Hour

Impact Analysis Report
Level Of Service

Intersection

1 SW T-S Rd/SW 90th Ave/SW 90th

LOS Veh A 8.6 0.527 A 8.6 0.527 A 8.6 0.527 + 0.000 D/V

2 SW 90th Ct/Site Access

LOS Veh A 0.0 0.000 A 0.0 0.000 A 0.0 0.000 + 0.000 D/V

08094 - WVRPSD Tualatin
 Background Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (Ped/Bike Sat Adj)
 2000 HCM Operations Method
 Future Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
 Approach: North Bound South Bound East Bound West Bound
 Movement: L T R L T R L T R L T R

CrswalkWld:	0.00	8.00	0.00	8.00	0.00	8.00	0.00	8.00	0.00	0.00	8.00
CrswalkLen:	0.00	72.00	0.00	60.00	0.00	36.00	0.00	48.00	0.00	0.00	48.00
MinPedGrn:	0.00	21.21	0.00	18.21	0.00	12.20	0.00	15.20	0.00	0.00	15.20
PedGrn:	0.00	21.21	0.00	18.21	0.00	12.20	0.00	15.20	0.00	0.00	15.20
PedVolume:	0	2	0	0	3	0	0	1	0	0	0
PedFlowRate:	0	6	0	0	10	0	0	5	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0
BikeFlwRate:	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.003	0.000	0.005	0.000	0.002	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
rOcc:	0.000	0.003	0.000	0.005	0.000	0.002	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.998	0.000	0.997	0.000	0.998	0.000	1.000	0.000	0.000	1.000
Prt:	0.000	0.947	0.000	1.000	0.000	0.018	0.000	1.000	0.000	0.000	1.000
PrtA:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtB:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtC:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtD:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtE:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtF:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtG:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtH:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtI:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtJ:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtK:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtL:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtM:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtN:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtO:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtP:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtQ:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtR:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtS:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtT:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtU:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtV:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtW:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtX:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtY:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtZ:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.998	1.000	0.997	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - WVRPSD Tualatin
 Background Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (HCM2000 Queue Method)
 2000 HCM Operations Method
 Future Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
 Approach: North Bound South Bound East Bound West Bound
 Movement: L T R L T R L T R L T R

Green/Cycle:	0.03	0.03	0.03	0.09	0.09	0.09	0.06	0.66	0.66	0.03	0.62
ArrivalType:	3			3			3			3	
ProgFactor:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q1:	0.1	0.4	0.4	0.5	0.5	1.1	0.8	5.0	5.0	0.4	5.2
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	0.8	0.8	0.3	0.3	1.0	0.9	1.2	1.2	0.9	1.1
HCM2KQueue:	0.2	1.2	1.2	0.9	0.9	2.1	1.7	6.2	6.2	1.2	6.3
70thFactor:	1.20	1.20	1.20	1.20	1.20	1.19	1.20	1.19	1.19	1.20	1.19
HCM2K70thQ:	0.3	1.4	1.4	1.0	1.0	2.5	2.1	7.4	7.4	1.5	7.5
85thFactor:	1.60	1.59	1.59	1.59	1.59	1.58	1.58	1.54	1.54	1.59	1.54
HCM2K85thQ:	0.4	1.9	1.9	1.4	1.4	3.3	2.7	9.6	9.6	2.0	9.7
90thFactor:	1.80	1.78	1.78	1.78	1.78	1.76	1.77	1.69	1.69	1.78	1.69
HCM2K90thQ:	0.4	2.1	2.1	1.5	1.5	3.7	3.1	10.5	10.5	2.2	10.7
95thFactor:	2.09	2.06	2.06	2.07	2.07	2.03	2.05	1.93	1.93	2.06	1.92
HCM2K95thQ:	0.5	2.4	2.4	1.8	1.8	4.2	3.5	11.9	11.9	2.5	12.1
98thFactor:	2.68	2.61	2.61	2.64	2.64	2.55	2.58	2.32	2.32	2.61	2.32
HCM2K98thQ:	0.6	3.1	3.1	2.3	2.3	5.3	4.4	14.4	14.4	3.2	14.6

PM

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08094 - NWRBSD Tualatin
Background Conditions - PM Peak Hour

Scenario Report

PM

Command: PM

Volume: PM

Geometry: PM

Impact Fee: PM

Trip Generation: PM

Trip Distribution: PM

Paths: PM

Routes: PM

Configuration: PM

Default Impact Fee

Default Trip Distribution

Default Path

Default Route

PM

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08094 - NWRBSD Tualatin
Background Conditions - PM Peak Hour

Impact Analysis Report
Level Of Service

Intersection

	Base	Future	Change
	Del/ V/	Del/ V/	in
	LOS Veh C	LOS Veh C	
# 1 SW T-8 Rd/SW 90th Ave/SW 90th	B 16.6 0.591	B 16.6 0.591	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 0.0 0.000	+ 0.000 D/V

08094 - NWRESD Tualatin
Background Conditions - PM Peak Hour
Level of Service Detailed Computation Report (Ped/Bike Sat Adj)

2000 HCM Operations Method
Future Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
Movement:	0.00	8.00	0.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00
CrosswalkWid:	0.00	72.00	0.00	60.00	0.00	36.00	0.00	0.00	48.00	0.00	0.00	48.00
CrosswalkLen:	0.00	21.21	0.00	18.24	0.00	12.20	0.00	0.00	15.20	0.00	0.00	15.20
MinPedGrn:	0.00	21.21	0.00	18.24	0.00	12.20	0.00	0.00	15.20	0.00	0.00	15.20
PedGrn:	0	1	0	0	5	0	0	0	0	0	0	0
PedVolume:	0	5	0	0	27	0	0	0	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlowRate:	0	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.002	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOcc:	0.000	0.002	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.999	0.000	0.992	0.000	1.000	0.000	0.000	1.000	0.000	0.000	1.000
Prt:	0.000	0.702	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PrtA:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PltA:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.999	1.000	0.992	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

Traffic 7.9.0415 (c) 2007 Dowling Assoc. Licensed to LANCASTER ENG., PORTLAND

08094 - NWRESD Tualatin
Background Conditions - PM Peak Hour
Level of Service Detailed Computation Report (HCM2000 Queue Method)

2000 HCM Operations Method
Future Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
Movement:	0.06	0.06	0.06	0.12	0.12	0.12	0.12	0.12	0.68	0.68	0.02	0.57
Green/Cycle:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
ArrivalType:	3	3	3	3	3	3	3	3	3	3	3	3
ProgFactor:	0.2	1.4	1.4	1.5	1.5	2.9	3.2	6.6	6.6	0.3	10.5	2.4
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	1.2	1.2	0.4	0.4	1.3	1.3	0.8	0.8	0.6	1.4	0.3
HCM2KQueue:	0.3	2.6	2.6	1.9	1.9	4.2	4.5	7.4	7.4	0.9	11.9	2.7
70ChkFactor:	1.20	1.19	1.19	1.20	1.20	1.19	1.19	1.18	1.18	1.20	1.17	1.19
KCM2K70thQ:	0.4	3.1	3.1	2.3	2.3	5.0	5.3	8.7	8.7	1.1	14.0	3.2
85ChkFactor:	1.60	1.58	1.58	1.58	1.58	1.56	1.56	1.53	1.53	1.59	1.50	1.57
KCM2K85thQ:	0.5	4.1	4.1	3.0	3.0	6.6	7.0	11.3	11.3	1.5	17.9	4.2
90ChkFactor:	1.79	1.75	1.75	1.76	1.76	1.72	1.72	1.68	1.68	1.78	1.62	1.75
KCM2K90thQ:	0.6	4.6	4.6	3.4	3.4	7.3	7.7	12.4	12.4	1.7	19.3	4.7
95ChkFactor:	2.09	2.02	2.02	2.04	2.04	1.97	1.97	1.90	1.90	2.07	1.81	2.02
KCM2K95thQ:	0.7	5.2	5.2	3.9	3.9	8.3	8.8	14.0	14.0	1.9	21.5	5.4
98ChkFactor:	2.67	2.52	2.52	2.56	2.56	2.42	2.42	2.27	2.27	2.63	2.10	2.51
KCM2K98thQ:	0.9	6.5	6.5	4.9	4.9	10.2	10.8	16.7	16.7	2.5	25.0	6.7

Traffic 7.9.0415 (c) 2007 Dowling Assoc. Licensed to LANCASTER ENG., PORTLAND

08094 - NWRESO Tualatin
 With School Conditions - AM Peak Hour
 Scenario Report

Scenario: AM
 Command: AM
 Volume: AM
 Geometry: AM
 Impact Fee: AM
 Trip Generation: AM
 Trip Distribution: AM
 Paths: AM
 Routes: AM
 Configuration: AM

08094 - NWRESO Tualatin
 With School Conditions - AM Peak Hour
 Trip Generation Report

Forecast for AM									
Zone #	Subzone	Amount	Units	Rate In	Rate Out	Trips In	Trips Out	Total Trips	Total % Of Trips
1	NWRESO Schoo	1.00	School	44.00	11.00	44	11	55	73.3
	Zone 1 Subtotal					44	11	55	73.3
2	Light Indust	1.00	Light Industri	18.00	2.00	18	2	20	26.7
	Zone 2 Subtotal					18	2	20	26.7
TOTAL						62	13	75	100.0

08094 - NWRESD Tualatin

With School Conditions - AM Peak Hour

Impact Analysis Report

Level Of Service

Intersection	Base Del/V	Future Del/V	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	LOS Veh C 8.6 0.527 A	LOS Veh C 9.7 0.584 A	+ 1.154 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000 A	A 8.5 0.000 A	+ 8.459 D/V

08094 - NWRESD Tualatin

With School Conditions - AM Peak Hour

Level Of Service Computation Report

2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
 Cycle (sec): 60
 Loss Time (sec): 12 (Y+R=4.0 sec)
 Optimal Cycle: 60
 Critical Vol./Cap.(X): 0.584
 Average Delay (sec/veh): 9.7
 Level Of Service: A

Street Name: SW 90th Avenue/SW 90th Court
 Approach: North Bound South Bound
 Movement: L - T - R L - T - R L - T - R L - T - R
 SW Tualatin-Sherwood Road
 East Bound West Bound

Control: Split Phase
 Rights: Include
 Min. Green: 0
 Lanes: 1 0 0 1 0 1 1 0 0 1 1 0 1 1 0 1 0 1 0 2 0 1

Volume Module: >> Count Date: 2 Jul 2008 << AM Peak Hour

Base Vol: 5 1 18 58 5 61 43 946 17 20 941 96
 Growth Adj: 1.07
 Initial Bas: 5 1 19 62 5 65 46 1008 18 21 1003 102
 Added Vol: 6 1 7 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 PasserByVol: 0
 Initial Fut: 11 2 26 82 8 65 46 1008 46 52 1003 102
 User Adj: 1.00
 PHF Adj: 0.95
 PHF Volume: 12 2 28 65 9 68 48 1062 49 55 1056 108
 Reduct Vol: 0
 Reduced Vol: 12 2 28 65 9 68 48 1062 49 55 1056 108
 PCF Adj: 1.00
 MLP Adj: 1.00
 FinalVolume: 12 2 28 65 9 68 48 1062 49 55 1056 108

Saturation Flow Module:

Sat/Lane: 1900
 Adjustment: 0.88 0.80 0.80 0.85 0.85 0.75 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80 0.80
 Lanes: 1.00 0.07 0.93 1.76 0.24 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 Final Sat.: 1671 111 1402 2839 383 1425 1529 2903 133 1612 3224 1442

Capacity Analysis Module:

Vol/Sat: 0.01 0.02 0.02 0.02 0.02 0.02 0.05 0.03 0.37 0.37 0.03 0.33 0.07
 Crit Moves: ****
 Green/Cycle: 0.03 0.03 0.03 0.08 0.08 0.08 0.06 0.63 0.63 0.06 0.62 0.62
 Volume/Cap: 0.21 0.58 0.58 0.28 0.28 0.58 0.52 0.58 0.58 0.58 0.58 0.52 0.12
 Delay/Veh: 30.1 44.8 44.8 26.4 26.4 33.9 32.8 7.1 7.1 36.6 6.6 4.6
 User DelAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 AdjDel/Veh: 30.1 44.8 44.8 26.4 26.4 33.9 32.8 7.1 7.1 36.6 6.6 4.6
 LOS by Move: C D D C C C C A A D A A
 HCM2RAVSC: 0 2 2 1 1 2 2 7 7 2 6 1

Note: Queue reported is the number of cars per lane.

08094 - WVRSD Tualatin
 With School Conditions - AM Peak Hour
 Level Of Service Detailed Computation Report
 2000 HCM Unsignalized Method
 Future Volume Alternative

 Intersection #2 SW 90th Ct./Site Access

 Approach: North Bound South Bound East Bound West Bound
 Movement: L - T - R L - T - R L - T - R L - T - R

RevVeh:	0t	0t	8t	5t
Grade:	0t	0t	0t	0t
Peds/Hour:	0	0	0	0
Pedestrian Walk Speed:	4.00 feet/sec			
LaneWidth:	12 feet	12 feet	12 feet	12 feet
Time Period:	0.25 hour			

Upstream Signals:
 Link Index:
 Dist (miles): #7
 Speed (mph): 25.00
 Signal Index: #1
 Cycle Time: 60 secs
 InitVolume: 52 8
 Saturation: 1612 383
 ArrivalType: 3 3
 G/C: 0.06 0.08

*** Computation 1: Time for Queue to Clear at Each Upstream Intersection
 P: 0.058 0.082
 SQ1: 1.83 1.20
 SQ2: 0.06 0.03
 SQ: 1.90 1.23

*** Computation 2: Time Intersection Blocked Because of Upstream Platoons
 alpha: 0.550
 beta: 0.645
 ta (secs): 15.840
 F: 0.151
 F: 0.000 0.000
 vcmx: 0 0
 vcm: 0 0
 vcmIn: 1000 1000
 tp: 0.0 0.0
 P: 0.000

*** Computation 3: Platoon Event Periods
 pdom/paubo: 0.000/0.000/Unconstrained

*** Computation 4: Conflicting Flows During Each Unblocked Period
 InitCnflVol: 205 205 27 211 205 47 0 xxxxx xxxxx 27 xxxxx xxxxx
 AdjCnflVol: 205 205 27 211 205 47 0 xxxxx xxxxx 27 xxxxx xxxxx
 UpstreamAdj: 1.00 1.000 1.00 1.000 1.00 1.000 1.00 x.xxx x.xxx 1.00 x.xxx x.xxx
 ConflictVol: 205 205 27 211 205 47 0 xxxxx xxxxx 27 xxxxx xxxxx

*** Computation 5: Capacity for Subject Movement During Unblocked Period
 InitPotCap: 788 695 1054 750 695 1028 900 xxxxx xxxxx 1568 xxxxx xxxxx
 UpstreamAdj: 1.00 1.000 1.00 1.000 1.00 1.000 1.00 x.xxx x.xxx 1.00 x.xxx x.xxx
 Potent Cap.: 788 695 1054 750 695 1028 900 xxxxx xxxxx 1568 xxxxx xxxxx

08094 - NWRESD Tualatin
With School Conditions - PM Peak Hour

Scenario: PM Scenario Report

Command: PM
Volume: PM
Geometry: PM
Impact Fee: Default Impact Fee
Trip Generation: PM
Trip Distribution: Default Trip Distribution
Paths: Default Path
Routes: Default Route
Configuration: PM

08094 - NWRESD Tualatin
With School Conditions - PM Peak Hour

Trip Generation Report

Forecast for PM

Zone #	Subzone	Amount	Units	Rate		Trips		Total % Of Trips Total
				In	Out	In	Out	
1	NWRESD Schoo	1.00	School	0.00	25.00	0	25	25 53.2
	Zone 1 Subtotal					0	25	25 53.2
2	Light Indust	1.00	Light Industri	3.00	19.00	3	19	22 46.8
	Zone 2 Subtotal					3	19	22 46.8
TOTAL						3	44	47 100.0

08094 - NWRESD Tualatin

With School Conditions - PM Peak Hour

Impact Analysis Report

Level Of Service

Intersection	Base Del/ LOS	V/ Veh C	Future Del/ LOS	V/ Veh C	Change In			
# 1 SW T-S Rd/SW 90th Ave/SW 90th	B	16.6	0.591	B	18.3	0.612	+ 1.691	D/V
# 2 SW 90th Ct/Site Access	A	0.0	0.000	A	8.7	0.000	+ 8.745	D/V

08094 - NWRESD Tualatin

With School Conditions - PM Peak Hour

Level Of Service Computation Report

2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
 Cycle (sec): 100
 Loss time (sec): 12 (V+R-4.0 sec)
 Optimal Cycle: 60
 Critical Vol./Cap.(X): 0.612
 Average Delay (sec/veh): 18.3
 Level Of Service: B

Street Name: SW 90th Avenue/SW 90th Court SW Tualatin-Sherwood Road
 Approach: North Bound South Bound East Bound West Bound
 Movement: L - T - R L - T - R L - T - R L - T - R

Control: Split Phase Split Phase Protected Protected
 Rights: Include Include Include Include
 Min. Green: 0 0 0 0
 Lanes: 1 0 0 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module: >> Count Date: 1 Jul 2008 << PM Peak Hour
 Base Vol: 8 14 33 106 1 99 107 862 11 11 981 157
 Growth Adj: 1.07
 Initial Bse: 9 15 35 113 1 106 114 919 12 12 1046 167
 Added Vol: 20 2 22 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 PasserByVol: 0
 Initial Fut: 29 17 57 113 1 106 114 919 13 14 1046 167
 User Adj: 1.00
 PHF Adj: 0.94
 PHF Volume: 30 18 61 120 1 112 121 978 14 15 1112 178
 Reduct Vol: 0
 Reduced Vol: 30 18 61 120 1 112 121 978 14 15 1112 178
 PCE Adj: 1.00
 MLP Adj: 1.00
 FinalVolume: 30 18 61 120 1 112 121 978 14 15 1112 178

Saturation Flow Module:
 Sat/Lane: 1900
 Adjustment: 0.82 0.76 0.76 0.92 0.92 0.81 0.89 0.89 0.89 0.86 0.86 0.86 0.77
 Lanes: 1.00 0.23 0.77 1.98 0.02 1.00 1.00 1.97 0.03 1.00 2.00 1.00
 Final Sat.: 1556 330 1116 3451 33 1541 1688 3323 46 1641 3281 1468

Capacity Analysis Module:
 Vol/Sat: 0.02 0.05 0.05 0.03 0.03 0.07 0.07 0.29 0.29 0.01 0.34 0.12
 Crit Moves: ****
 Green/Cycle: 0.09 0.09 0.09 0.12 0.12 0.12 0.12 0.65 0.65 0.02 0.55 0.55
 Volume/Cap: 0.22 0.61 0.61 0.29 0.29 0.61 0.61 0.45 0.45 0.45 0.61 0.22
 Delay/Veh: 43.1 52.2 52.2 40.6 40.6 47.8 47.8 8.7 8.7 58.2 15.6 11.4
 User DelAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 AdjDel/Veh: 43.1 52.2 52.2 40.6 40.6 47.8 47.8 8.7 8.7 58.2 15.6 11.4
 LOS by Move: D D D D D D D D D A A B B B B
 HCM2hAVGQ: 1 3 3 2 2 4 5 8 8 1 12 3
 Note: Queue reported is the number of cars per lane.

08094 - NWRBSD Tualatin
With School Conditions - PM Peak Hour

Level of Service Detailed Computation Report (HCM2000 Queue Method)
2000 HCM Operations Method
Future Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
 Approach: North Bound South Bound East Bound West Bound
 Movement: L - T - R L - T - R L - T - R L - T - R
 Green/Cycle: 0.09 0.09 0.09 0.12 0.12 0.12 0.12 0.65 0.65 0.02 0.55 0.55
 ArrivalType: 3 3 3 3
 ProgFactor: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 OL: 0.8 2.1 2.1 1.5 1.5 3.0 3.2 7.1 7.1 0.4 11.0 2.5
 UpstreamVC: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
 UpstreamAdj: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
 EarlyArrAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 O2: 0.3 1.3 1.3 0.4 0.4 1.4 1.4 0.8 0.8 0.6 1.5 0.3
 HCM2Queue: 1.1 3.4 3.4 1.9 1.9 4.3 4.6 8.0 8.0 1.0 12.5 2.8
 70thFactor: 1.20 1.19 1.19 1.20 1.20 1.19 1.19 1.18 1.18 1.20 1.17 1.19
 HCM2K70thQ: 1.3 4.1 4.1 2.3 2.3 5.2 5.4 9.4 9.4 1.2 14.7 3.3
 85thFactor: 1.59 1.57 1.57 1.58 1.58 1.56 1.56 1.53 1.53 1.59 1.50 1.57
 HCM2K85thQ: 1.7 5.4 5.4 3.1 3.1 6.8 7.1 12.2 12.2 1.7 18.7 4.4
 90thFactor: 1.78 1.74 1.74 1.76 1.76 1.72 1.72 1.67 1.67 1.78 1.61 1.75
 HCM2K90thQ: 1.9 5.9 5.9 3.4 3.4 7.5 7.9 13.3 13.3 1.9 20.2 4.9
 95thFactor: 2.07 2.00 2.00 2.04 2.04 1.97 1.97 1.89 1.89 2.07 1.80 2.01
 HCM2K95thQ: 2.2 6.8 6.8 4.0 4.0 8.5 9.0 15.0 15.0 2.1 22.5 5.6
 98thFactor: 2.62 2.47 2.47 2.56 2.56 2.42 2.42 2.24 2.24 2.62 2.08 2.51
 HCM2K98thQ: 2.8 8.4 8.4 5.0 5.0 10.5 11.0 17.8 17.8 2.7 26.0 7.0

08094 - NWRBSD Tualatin
With School Conditions - PM Peak Hour

Level of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)

Intersection #2 SW 90th Ct/Site Access
 Average Delay (sec/veh): 3.1 Worst Case Level of Service: A [8.7]
 Street Name: North Bound South Bound East Bound West Bound
 Approach: L - T - R L - T - R L - T - R L - T - R
 Movement: L - T - R L - T - R L - T - R L - T - R
 Control: Stop Sign Stop Sign Uncontrolled Uncontrolled
 Rights: Include Include Include Include
 Lanes: 0 0 0 1 0 0 0 0 0 0 0 0 0 1 0 0 0
 Volume Module: >> Count Date: 1 Jul 2008 << PM Peak Hour
 Base Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Growth Adj: 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07
 Initial Base: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Added Vol: 0 0 0 44 0 0 0 0 0 0 0 0 0 0 0 0 0
 PasserByVol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Initial Fut: 0 0 0 44 0 0 0 0 0 0 0 0 0 0 0 0 0
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 PHF Adj: 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94
 PHF Volume: 0 0 0 47 0 0 0 0 0 0 0 0 0 0 0 0 0
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 FinalVolume: 0 0 0 47 0 0 0 0 0 0 0 0 0 0 0 0 0
 Critical Gap Module:
 Critical Gap: 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2
 FollowUpTime: 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3
 Capacity Module:
 Chnlct Vol: 62 62 62 62 62 62 62 62 62 62 62 62 62 62 62 62 62
 Potent Cap: 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008
 Move Cap: 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008 1008
 Volume/Cap: 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05 0.05
 Level of Service Module:
 2Way95thQ: 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1
 Control Del: 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7
 LOS by Move: A A A A A A A A A A A A A A A A A
 Movement: LT - LTR - RT
 Shared Cap: 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
 SharedQueue: 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
 Shrd ComDel: 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5
 Shared LOS: A A A A A A A A A A A A A A A A A
 ApproachDel: 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7
 ApproachLOS: A A A A A A A A A A A A A A A A A
 Note: Queue reported is the number of cars per lane.

08094 - NWRESD Tualatin
With School Conditions - PM Peak Hour
Level Of Service Detailed Computation Report
2000 HCM Unsignalized Method
Future Volume Alternative

Intersection #2 SW 90th Ct/Site Access

Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R

HavVeh: 0 0 16 22
Grade: 0 0 0 0
Peds/Hour: 0 0 0 0
Pedestrian Walk Speed: 4.00 feet/sec
LaneWidth: 12 feet 12 feet 12 feet 12 feet
Time Period: 0.25 hour

Upstream Signals:
Link Index: #7
Dist (miles): 0.110
Speed (mph): 25.00
SignalIndex: #1
Cycle Time: 100 secs
InitVolume: 14 1
Saturation: 1641 33
ArrivalType: 3 3
G/C: 0.02 0.12

*** Computation 1: Time for Queue to Clear at Each Upstream Intersection
P: 0.020 0.119
SQ1: 0.82 2.88
SQ2: 0.01 0.10
SQ: 0.83 2.98

*** Computation 2: Time Intersection Blocked Because of Upstream Platoons
alpha: 0.550
beta: 0.645
ta (secs): 15.840
f: 0.151

vcmax: 0.000 0.000
vcg: 0 0
vcmin: 1000 1000
tp: 0.0 0.0
P: 0.000

*** Computation 3: Platoon Event Periods
pdcm/psubo: 0.000/0.000/Unconstrained
*** Computation 4: Conflicting Flows During Each Unblocked Period
InitCnflVol: 95 62 118 95 26 0 xxxxx xxxxx 62 xxxxx xxxxx
AdjCnflVol: 95 95 62 118 95 26 0 xxxxx xxxxx 62 xxxxx xxxxx
UpstreamAdj: 1.00 1.000 1.000 1.000 1.000 1.000 1.000 x.xxx x.xxx 1.00 x.xxx x.xxx
ConflictVol: 95 95 62 118 95 26 0 xxxxx xxxxx 62 xxxxx xxxxx
*** Computation 5: Capacity for Subject Movement During Unblocked Period
InitPotCap: 910 799 1008 862 799 1056 900 xxxxx xxxxx 1422 xxxxx xxxxx
UpstreamAdj: 1.00 1.000 1.000 1.000 1.000 1.000 1.000 x.xxx x.xxx 1.00 x.xxx x.xxx
Potent Cap.: 910 799 1008 862 799 1056 900 xxxxx xxxxx 1422 xxxxx xxxxx

AM

Mon Jul 14, 2008 10:54:03

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08094 - NWRESD Tualatin
Without School Conditions - AM Peak Hour

Scenario Report

AM

Command: AM
Volume: AM
Geometry: AM
Impact Fee: AM
Trip Generation: AM
Trip Distribution: AM
Paths: AM
Routes: AM
Configuration: AM

AM

Mon Jul 14, 2008 10:54:03

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08094 - NWRESD Tualatin
Without School Conditions - AM Peak Hour

Trip Generation Report

Forecast for AM

Zone #	Subzone	Amount	Units	Rate		Trips		Trips		Total # Of Trips
				In	Out	In	Out			
3	Light Indust	1.00	Light Industri	27.00	4.00	27	4	27	4	31 100.0
	Zone 3 Subtotal					27	4	27	4	31 100.0

TOTAL						27	4	27	4	31 100.0

 08094 - NWRESO Tualatin
 Without School Conditions - AM Peak Hour

 Level Of Services Detailed Computation Report
 2000 HCM Unsignalized Method
 Future Volume Alternative

 Intersection #2 SW 90th Ct/Site Access

 Approach: North Bound South Bound East Bound West Bound
 Movement: L - T - R L - T - R L - T - R L - T - R

RevVeh:	0t	0t	8t	5t
Grade:	0t	0t	0t	0t
Peds/Hour:	0	0	0	0
Pedestrian Walk Speed:	4.00 feet/sec	12 feet	12 feet	12 feet
LaneWidth:	12 feet	12 feet	12 feet	12 feet
Time Period:	0.25 hour			

Upstream Signals:
 Link Index: #7
 Dist (miles): 0.110
 Speed (mph): 25.00
 SignalIndex: #1
 Cycle Time: 60 secs
 InitVolume: 35 6
 Saturation: 1612 299
 ArrivalType: 3 3
 G/C: 0.04 0.09

P: *** Computation 1: Time for Queue to Clear at Each Upstream Intersection
 0.041 0.086
 9Q1: 1.26 1.16
 9Q2: 0.03 0.03
 9Q: 1.29 1.19

*** Computation 2: Time Intersection Blocked Because of Upstream Platoons
 alpha: 0.550
 beta: 0.645
 ta (secs): 15.840
 F: 0.151
 f: 0.000 0.000
 vcmx: 0 0
 vcm: 0 0
 vcmIn: 1000 1000
 tp: 0.0 0.0
 P: 0.000 0.000

*** Computation 3: Platoon Event Periods
 pdom/psubo: 0.000/0.000/Unconstrained
 *** Computation 4: Conflicting Flows During Each Unblocked Period

InitCnfVol:	131	27	133	131	47	0	XXXXX	XXXXX	27	XXXXX	XXXXX
AdjCnfVol:	131	131	27	133	131	47	0	XXXXX	XXXXX	27	XXXXX
UpstreamAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	X.XXX	X.XXX	1.00	X.XXX
ConflictVol:	131	131	27	133	131	47	0	XXXXX	XXXXX	27	XXXXX

*** Computation 5: Capacity for Subject Movement During Unblocked Period
 InitPotCap: 868 763 1054 844 763 1028 900 XXXXX XXXXX 1568 XXXXX XXXXX
 UpstreamAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 X.XXX X.XXX 1.00 X.XXX X.XXX
 Potent Cap.: 868 763 1054 844 763 1028 900 XXXXX XXXXX 1568 XXXXX XXXXX

OREGON DEPARTMENT OF TRANSPORTATION - TRANSPORTATION DEVELOPMENT DIVISION
 TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT
 CRASH SUMMARIES BY YEAR BY COLLISION TYPE

SW Tuatatin-Sherwood Road at SW 80th Avenue in Tuatatin
 1-1-2003 through 12-31-2007

COLLISION TYPE	FATAL CRASHES	NON- FATAL CRASHES	PROPERTY DAMAGE ONLY	TOTAL CRASHES	PEOPLE KILLED	PEOPLE INJURED	TRUCKS	DRY SURF	WET SURF	DAY	DARK	INTER- SECTION RELATED	OFF- ROAD
YEAR: 2007													
REAR-END	0	1	0	1	0	2	0	0	1	1	0	1	0
2007 TOTAL	0	1	0	1	0	2	0	0	1	1	0	1	0
YEAR: 2005													
REAR-END	0	2	0	2	0	2	1	2	0	2	0	2	0
2005 TOTAL	0	2	0	2	0	2	1	2	0	2	0	2	0
YEAR: 2003													
REAR-END	0	2	0	2	0	3	0	1	1	2	0	2	0
2003 TOTAL	0	2	0	2	0	3	0	1	1	2	0	2	0
FINAL TOTAL	0	5	0	5	0	7	1	3	2	5	0	5	0

Note: Legislative changes to DMV's vehicle crash reporting requirements, effective 01/01/2004, may result in fewer property damage only crashes being eligible for inclusion in the Statewide Crash Data File.

08094 - WRESD Tualatin
 Without School Conditions - PM Peak Hour

Scenario: PM Scenario Report

Command: PM
 Volume: PM
 Geometry: PM
 Impact Fee: Default Impact Fee
 Trip Generation: PM
 Trip Distribution: Default Trip Distribution
 Paths: Default Path
 Routes: Default Route
 Configuration: PM

08094 - WRESD Tualatin
 Without School Conditions - PM Peak Hour

Trip Generation Report

Forecast for PM

Zone #	Subzone	Amount	Units	Rate		Trips		Total # Of Trips
				In	Out	In	Out	
3	Light Indust	1.00	Light Industri	4.00	29.00	4	29	33 100.0
	Zone 3 Subtotal					4	29	33 100.0

TOTAL						4	29	33 100.0

08094 - NWRESD Tualatin
 Without School Conditions - PM Peak Hour
 Impact Analysis Report
 Level Of Service

Intersection	Base Del/ LOS	Veh C	Future Del/ LOS	Veh C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	16.6	0.591	17.7	0.605	+ 1.159 D/V
# 2 SW 90th Ct/Site Access	0.0	0.000	8.7	0.000	+ 8.684 D/V

08094 - NWRESD Tualatin
 Without School Conditions - PM Peak Hour
 Level Of Service Computation Report
 2000 HCM Operations Method (Future Volume Alternative)

Intersection #1	SW T-S Rd/SW 90th Ave/SW 90th Ct	Critical Vol./Cap. (X)	Loss Time (sec)	12 (Y&R=4.0 sec)	Average Delay (sec/veh)
		100	60	60	17.7
		100	60	60	17.7

Street Name: SW 90th Avenue/SW 90th Court SW Tualatin-Sherwood Road
 Approach: North Bound South Bound East Bound West Bound
 Movement: L - T - R L - T - R L - T - R L - T - R
 Control: Split Phase Split Phase Protected Protected
 Rights: Include Include Include Include
 Min. Green: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Lanes: 1 0 0 1 0 1 1 0 0 1 1 0 1 1 0 1 0 2 0 1

Volume Module: >> Count Date: 1 Jul 2008 << PM Peak Hour

Base Vol:	8	14	33	106	1	99	107	862	11	11	981	157
Growth Adj:	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07
Initial Bse:	9	15	35	113	1	106	114	919	12	12	1046	167
Added Vol:	13	1	15	0	0	0	0	0	0	0	0	0
PasserbyVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	22	16	50	113	1	106	114	919	14	14	1046	167
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
PHF Volume:	23	17	53	120	1	112	121	978	15	15	1112	178
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	23	17	53	120	1	112	121	978	15	15	1112	178
PCB Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLP Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	23	17	53	120	1	112	121	978	15	15	1112	178

Saturation Flow Module:
 Sat/Lane: 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900
 Adjustment: 0.82 0.76 0.76 0.92 0.92 0.81 0.89 0.89 0.89 0.86 0.86 0.86 0.77
 Lanes: 1.00 0.24 0.76 1.98 0.02 1.00 1.00 1.97 0.03 1.00 2.00 1.00 1.00
 Final Sat.: 1556 349 1101 3451 33 1541 1688 3319 50 1641 3281 1468
 Capacity Analysis Module:
 Vol/Sat: 0.01 0.05 0.05 0.03 0.03 0.07 0.07 0.29 0.29 0.01 0.34 0.12
 Crit Moves: ****
 Green/Cycle: 0.08 0.08 0.08 0.12 0.12 0.12 0.12 0.66 0.66 0.02 0.56 0.56
 Volume/Cap: 0.18 0.60 0.60 0.29 0.29 0.60 0.60 0.45 0.45 0.45 0.60 0.22
 Delay/Veh: 43.6 53.2 53.2 40.5 40.5 47.3 47.0 8.4 8.4 57.9 15.2 11.1
 User DelAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
 AdjDel/Veh: 43.6 53.2 53.2 40.5 40.5 47.3 47.0 8.4 8.4 57.9 15.2 11.1
 LOS by Move: D D D D D D D D A A B B B B
 HCMkVQ: 1 3 3 2 2 4 5 8 8 1 12 3
 Note: Queue reported is the number of cars per lane.

08094 - WRESD Tualatin
Without School Conditions - PM Peak Hour
Level of Service Detailed Computation Report (HCM2000 Queue Method)
2000 HCM Operations Method
Future Volume Alternative

Table with columns for North Bound, South Bound, East Bound, West Bound. Rows include: ArrivalType, ProgFactor, Q1, UpstreamVC, UpstreamAdj, EarlyArrAdj, HCM2KQueue, 70thFactor, HCM2k70thQ, 85thFactor, HCM2k85thQ, 90thFactor, HCM2k90thQ, 95thFactor, HCM2k95thQ, 98thFactor, HCM2k98thQ.

08094 - WRESD Tualatin
Without School Conditions - PM Peak Hour
Level of Service Computation Report
2000 HCM Unsignalized Method (Future Volume Alternative)
Intersection #2 SW 90th Ct/Site Access

Table with columns for North Bound, South Bound, East Bound, West Bound. Rows include: Average Delay (sec/veh), Street Name, Approach, Movement, Control, Rights, Volume Module, Base Vol, Growth Adj, Initial Bse, Added Vol, PasserByVol, Initial Put, User Adj, PHF Adj, PHF Volume, Reduct Vol, Final Volume, Critical Gap Module, Critical Op, FollowUpTm, Capacity Module, Conflict Vol, Potent Cap, Move Cap, Volume/Cap, Level of Service Module, 2Way95thQ, Control Del, LOS by Move, Movement, Shared Cap, Shared Queue, Shared ConDel, Shared LOS, ApproachDel, ApproachLOS.

ATTACHMENT E

CUP-08-03: BACKGROUND INFORMATION

Pertinent background information obtained from the submitted application for CUP-08-03 and other supporting documents is summarized in this section.

The applicants are Lans Stout of T.M. Rippey Engineering and Phil Sharp of the NWRES D. Sylvia B. Giustina, Trustee for the Deering Management Group, Inc. is the owner of the 2.45 acre, Tax Lot 100 (Map 2S123DC) subject property located at 19500 SW 90th Court in the Light Manufacturing (ML) Planning District. The NWRES D is the potential lessee of an 11,000 sq. ft. portion of the existing 33,200 square foot Ite l Industrial Park Lot 6 Building on the property. A Vicinity Map, a Tax Map and a Site Map are included as Attachments A, B & C respectively. The applicant's materials including a site plan are included as Attachment D.

The applicants seek a Conditional Use permit to allow a Early Intervention Center (E.I. Center) as a school use in the ML Planning District in a portion of the existing Lot 6 Building in the Ite l Industrial Park development.

The Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The proposed Early Intervention Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. An E.I. Center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children." The proposed E.I. Center is described in the application as providing services for children on an individual and small class basis with a maximum 2-hour visit time per day per student. The applicant states that the E.I. Center use should be determined to be a school and allowed as a conditional use because it is "...a service provided by the NWRES D as a service to local school districts and is directly tied to the school system."(Attachment D, pp. 2-3).

The subject site is improved with the concrete tilt-up building, landscaping with trees and 116 parking spaces with access onto SW 90th Court. Interior tenant improvements to the E.I. Center lease space are proposed. The applicant indicates, "transportation is provided primarily by small busses or parent vehicles...and all children are individually taken from the vehicles into the building. All service is provided indoors." The application shows 35 parking spaces (31 staff, 4 for parent/visitors) are set aside for the E.I. Center with adequate room for student bus circulation on the site. South of the site (across the Portland & Western RR track) is a portion of the former Tualatin Elementary campus property in the RL Planning District and the Tualatin Heights Apartments development in the RML (Medium Low Density Residential) Planning District. The applicant states: "Since all of E.I. Center activities are indoors, the effect of surrounding uses is not significant in the sense of an existing school. There are no high traffic generators, or uses with heavy equipment, noise or potentially dangerous materials on site." (Attachment D, pp. 4-5).

ATTACHMENT F

CUP-08-03: ANALYSIS AND FINDINGS

The approval criteria of the Tualatin Development Code (TDC) 32.030 must be met if the proposed Conditional Use permit is to be granted. The applicants requested the Council determine that the proposed Northwest Regional Education Service District (NWRESD) Early Intervention Center (E.I. Center) is a school use similar to "Schools for Kindergarten through 12" allowed as a conditional use in the ML Planning District. The Applicants prepared a narrative that addresses the interpretation request and the CUP criteria (Attachment D). Staff has reviewed the Applicants' material and included pertinent excerpts below.

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

"Schools kindergarten through 12" is allowed as a Conditional Use in the Light Manufacturing (ML) Planning District, as stated in TDC 60.040(1)(o). The applicants request that the City Council classify the proposed NWRESD E.I. Center as a school use that is allowed as a conditional use in the ML Planning District. The proposed site is in the ML Planning District.

TDC 31.070(1) provides for the interpretation of terms, provisions and requirements of the TDC. TDC 31.070(2) lists the information necessary for an interpretation. The Community Development Director is authorized to interpret the TDC provisions and the Director's decision is appealable to the City Council. Based on the following findings and analysis, the Director has determined that the NWRESD E.I. Center is a school use and allowed as a conditional use in the ML Planning District.

As described by the applicants and from information obtained on the NWRESD.org website, the Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The NWRESD proposes locating an Early Intervention Center in a 11,000 s.f. lease space of an existing building in the ITEL Industrial Park. The proposed Early Intervention Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children."

The applicants note that the TDC does not provide a definition of school and describes the NWRESD E.I. Center as providing "...services for children under Kindergarten age, as preparation for entry into the school system." (Attachment D pp. 2-3) Oregon Education Law defines Early Intervention for Pre-school Children with Disabilities

applies to children with developmental delay from birth to age three and from age 3 to eligibility to entrance into kindergarten [ORS343.041(14)]. Oregon law does not define Kindergarten with a specific age, but is commonly applied to age five. The applicants state that the E.I. Center is not a "child day care center" [allowed as a permitted use in the ML Planning District, TDC60.020(24)], but is a public education service provided by the ESD to the school districts and "directly tied to the school system." The application includes information about traffic (Attachment D, Lancaster Engineering NWRES D E.I. Center Traffic Impact Study), the character of the activity and parking required for an Interpretation [TDC 31.070(2)] and a conditional use permit, showing that the E.I. Center use has a very similar character to a K-12 school use with a higher staff to student ratio, shorter days for students and primarily bus transportation. The applicant's traffic study shows that the expected traffic associated with an E.I. Center is comparable to or less than an elementary school.

The Community Development Director has reviewed the proposed E.I. Center use in comparison to K-12 schools in the ML Planning District and to schools in other districts and concludes that the E.I. Center size, number of employees, kinds of operations and educational activities are directly associated with a K-12 school use and allowed as a conditional use in the ML Planning District. Based on the information provided by the applicant and developed in this analysis, the Community Development Director recommends Council agree with the interpretation that the proposed NWRES D E.I. Center is a school use and qualifies as the Conditional Use in TDC 60.040(1)(o) listed above, meeting Criterion 1.

2. The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features.

- Size:** The NWRES D site is a 2.45 acre parcel on Lot #6 in the ITEL Industrial Park development. The site is currently developed with a 33,200 square foot concrete tilt-up building with parking, landscaping and access to SW 90 Court. The NWRES D intends to occupy 11,000 s.f. of the existing building. There is adequate room on the site for school busses to safely drop off and pick up children. The site size is suitable for the use.
- Shape:** The shape of the subject property is a rectangular lot and is suitable for the proposed use. Access to the E.I. Center lease portion of the building is via a driveway from SW 90th Court.
- Location:** The site is located on the east side of the SW 90th Court cul-de-sac street, south of SW Tualatin-Sherwood Road in the ML Planning District. On the north, east and west, the subject site adjoins other industrial properties including the ITEL Industrial Park multi-tenant buildings on Lots #2, 4-5 & 7-8 and the TVF&R Fire Station (Lot #1). On the south (across the Portland

& Western RR) is the Old Tualatin Elementary School property and the Tualatin Heights Apartments.

Topography: The site is flat.

Improvements: The site improvements include a 33,200 s.f. building with 116 parking spaces, pedestrian walkway connections and landscaping improvements approved in Architectural Review AR-84-20. The proposed NWRES D lease space on the western portion of the building has the appearance of an office building, with tall storefront windows on all three sides, building perimeter landscaping and a formal entrance.

Natural Features: No natural features on the subject site.

The applicant states, "Since all of the E.I. Center activities are indoors, the effect on surrounding uses is not significant in the sense of a conventional school. However, NWRES D does locate these facilities considering the intensity and nature of adjacent uses so there are no conflicts in either direction. There are no high traffic generators, or uses with heavy equipment, noise or potentially dangerous materials on site." (Attachment D-Application Narrative, pp 4-5).

The site plan shows an 18' x 25' covered area adjoining the south side of the proposed NWRES D lease space and the bus/drive aisle that could be utilized as an outdoor activity area. The applicant has emphasized the indoor nature of the E.I. Center as an element of suitability of the use for the safety of the students and the compatibility with nearby industrial development. To ensure the NWRES D E.I. Center meets the suitability requirements of Criterion 2, all E.I. Center student activities shall be conducted indoors.

Given the features and improvements of the subject property listed above, and the condition of approval requiring E.I. Center student activities to be conducted indoors, it is concluded the characteristics of the site are suitable for the proposed uses.

Criterion 2 is met.

3. The proposed development is timely, considering the adequacy of transportation systems, public facilities and services existing or planned for the area affected by the use.

Public sewer and water and storm connections currently exist and are adequate to serve the site and proposed use.

The site is adjacent to and takes access from SW 90th Court, a Local Street which connects to the signaled intersection at SW Tualatin-Sherwood Road. SW Tualatin-Sherwood Road is a Washington County facility designated by the City of Tualatin as a Major Arterial (Eb&t) (TDC11.620 Table 11-2). The submitted application included a traffic study (Attachment D, Lancaster Engineering NWRES D E.I. Center Traffic Impact

Study) that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. of NWRESD School and 22,181 sq. ft. of Industrial Space. The City Engineer generally agrees with the impact analysis (Attachment G-Memorandum) that the existing transportation improvements on SW Tualatin-Sherwood Road are adequate to support the proposed use. Traffic generation from the Conditional Use will not limit, impair or preclude surrounding properties from primary uses allowed in this Planning District.

Based on staff review and analysis of the application, the existing public facilities for the site are adequate for the proposed use and the development is timely.

Criterion 3 is met.

4. The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the underlying planning district.

The subject territory is in the ML Planning District. Surrounding land uses are:

N:	ML	Verizon Switching Facility
E:	ML	Pumilite Masonry Distribution
S:	RL	Old Elementary School Property
	RML	Tualatin Heights Apartments
W:	ML	Light Industrial buildings in the ITEL Industrial Park including Reitmier Mechanical, Cascade Coil Drapery

The properties south of the site are designated residential, but not directly connected to SW 90th Court by streets due to the P&WRR tracks that separate the properties. The vicinity to the east, west and north of the proposed E.I. Center site includes light industrial development with a mix of light manufacturing, wholesaling and the TVF&R fire station. The buildings are primarily concrete tilt up with some masonry detailing, store front window systems at entries facing the street and are attractively landscaped.

The applicant states, "The relationship of this use to the surrounding area is a major locational factor for NWRESD. Since the activity is entirely within the building, and the access and parking is suitable for the use, there will be very little if any external presence." (Attachment D-Application Narrative, pg. 5). The applicant describes the access to the site (from SW 90th Court), adequate parking (35 spaces allocated of the 116 available on site for the 31 E.I. Center staff members and four parent/visitors), the length of the school year (176 days in session), the school day including teacher and staff hours (operation begins at 8:30 a.m. and concludes at 3:30 p.m.) (students attend 4 days per week, staff 5 days), school bus drop-off and pick-up of students.

The Site Plan shows the school bus school bus circulation route on the site extending from SW 90th Court to a student drop-off/pick-up location on south side of the NWRES D lease space. TDC 73.390(5) requires:

A driveway designed for continuous for-ward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of a school or child day care center having a capacity greater than 25 students.

The proposed school bus drop-off/pick-up location is within the Lot 6 Building drive aisle and would conflict with other vehicles circulating through the subject site and parking or loading on the south side of the building. To ensure adequate circulation for vehicles on the Lot 6 property is retained and TDC 73.390(5) is met, the NWRES D E.I. Center shall provide a school bus student drop-off/pick-up location that is clear of the 24 ft. wide two-way drive aisle on the south side of the Lot 9 Building.

This Conditional Use application will allow the NWRES D to conduct the E.I. Center school operation for pre-kindergarten age children on the site. Based on the applicant's submitted information, review by staff, with the existing site improvements including tenant improvements to the 11,000 sq. ft. building lease area, and with the primarily school bus served student drop off and pick up and the condition of approval requiring the school bus drop-off/pick up location is clear of the Lot 6 drive aisle, it is concluded that the proposed E.I. Center school will not alter the character of the surrounding area in any manner which substantially limits, impairs or precludes the surrounding properties for the primary uses listed in the underlying Planning Districts.

Criterion 4 is met.

5. The proposal is consistent with plan policies.

The applicant discusses TDC objectives related to general industrial districts and public uses and special uses such as a school, concluding that the school use is anticipated in a ML location such as the SW 90th Court area. (Attachment D-Application Narrative, pg. 6).

Staff identified two Tualatin Community Plan objectives in TDC Chapter 8 (Public, Semi-Public & Miscellaneous Land Uses) that apply to public uses such as a public school in a ML Planning District.

Section 8.040(1)(b) states, "Locate elementary school sites, wherever possible, adjacent to neighborhood park sites, and integrate the location of such schools into the residential neighborhoods they are designated to serve." There is not a neighborhood park site near to the proposed school site and the site is not in a residential neighborhood. As stated by the applicant, the NWRES D E.I. Center is a special service school for pre-kindergarten age children that is conducted entirely indoors. The

proposed location was chosen for its proximity to elementary schools in the area and for accessibility to the transportation system. The ML Planning District adjoins residential areas in some locations of the City, but there are also locations such as the proposed school site where a park or residential area are not immediately adjacent, yet the location may be suitable for a school. Staff finds that the proposed E.I. Center school is suitable for this location.

Section 8.040(1)(d) states, "Locate all schools providing primary and secondary education as far as possible from commercial and industrial districts..." The applicant acknowledges the school site is located in a light manufacturing area. The applicant points out that the proposed E.I. Center for pre-kindergarten age children has a limited number of students at one time, is served primarily by school bus, is conducted entirely indoors and is in an area where nearby uses are low intensity and do not present hazard or conflicts to the school use. (Attachment D-Application Narrative, pp. 1-5). Staff agrees that a smaller, specialized school such as the proposed E. I. Center can be suitably located in low intensity light industrial development such as the IteI Industrial Park development on SW 90th Court. As proposed, the E.I. Center school is suitable at this location.

The proposal is consistent with plan policies.

Criterion 5 is met.

Based on the application and the above findings and analysis, the NWRESD Conditional Use permit application for an Early Intervention Center school use meets the criteria of TDC 32.030.



City of Tualatin

www.ci.tualatin.or.us

MEMORANDUM

DATE: August 11, 2008

TO: Will Harper, AICP
Associate Planner

FROM: Tony Doran, EIT
Engineering Associate

SUBJECT: CUP 08-03, NWRES D School- To allow NW Regional Early Intervention Center as a "school for kindergarten through 12" in 11,034 sq. ft. of an existing multi-tenant building. 19500 SW 90th Court Tax Lot: 2S123DC00100

Will,

TDC 32.030 (3) The proposed development is timely, considering the adequacy of transportation systems, public facilities, and services existing or planned for the area affected by the use.

Transportation: The site is adjacent to the cul-de-sac street SW 90th Court, which connects to SW Tualatin-Sherwood Road.

SW Tualatin-Sherwood Road is a Washington County facility designated by the City of Tualatin as a Major Arterial (Eb&t), which would ultimately have a right-of-way width of 98 to 102 feet that includes four travel lanes, a center turn lane, bike lanes, planter strips, and sidewalks. SW Tualatin-Sherwood Road is currently approximately 102 feet wide (49 feet on this development's side) with four 12-foot travel lanes, one center turn lane, 6-foot bike lanes, 6-foot planter strips, and 6-foot sidewalks.

The submitted application included a traffic study that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. of NWRES D School and 22,181 sq. ft. of Industrial Space.

Water, Sanitary, & Storm: Connections to City systems currently exist.

Please let me know if you have questions, ext 3035.

Attachment G
Engineering Division Memorandum



Approved By Tualatin City Council

Date Sept 22 2008

Recording Secretary J. Kirby

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Kent W. Barker, Chief of Police 

DATE: September 22, 2008

SUBJECT: RESOLUTION ACCEPTING CONTRACT WITH REDFLEX TRAFFIC SYSTEMS (FOR PHOTO RED LIGHTS)

ISSUE BEFORE THE COUNCIL:

Council has approved the installation of Photo Red Light systems at specific intersections within the city. The City has negotiated a contract with Redflex Traffic Systems for the installation, ownership, operation, and maintenance of the systems. The contract is attached for review and approval.

RECOMMENDATION:

Staff recommends approval of the contract with Redflex Traffic Systems and approval of the attached resolution.

EXECUTIVE SUMMARY:

Staff provided information to Council in September 2007. At that time, Council directed staff to further explore Photo Red Light systems and conduct an evaluation of intersections known for high vehicle crash rates. In December 2007, four intersections were surveyed and evaluated by Redflex Traffic Systems. The recommendation from Redflex was to install a Photo Red Light system at the intersection of Lower Boones Ferry Road and Bridgeport Road. It was also recommended to further evaluate the other three intersections before a final decision is made to install additional systems at the other intersections.

On May 12, 2008, Council directed staff to negotiate a contract with Redflex Traffic Systems to install a system at the above intersection using the "B.O.O.M. model" for financing. That is for Redflex Traffic Systems to Build, Own, Operate, and Maintain the

RESOLUTION ACCEPTING CONTRACT WITH REDFLEX
TRAFFIC SYSTEMS (FOR PHOTO RED LIGHTS)

WHEREAS, the City Council is interested in increasing traffic enforcement in the City of Tualatin; and

WHEREAS, many drivers run red lights at various Tualatin intersections, causing dangerous conditions which result in accidents and near-accidents; and

WHEREAS, the City Council wishes to take steps to reduce such accidents; and

WHEREAS, Redflex has a photo red light system that will photograph drivers who run red lights in an intersection and allow the City to cite such persons into Court; and

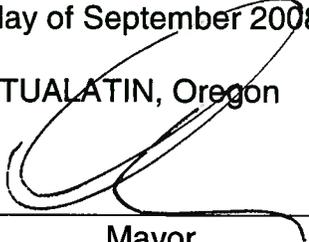
WHEREAS, by contracting with Redflex to install photo red light systems, the City's traffic enforcement will be enhanced.

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

Section 1. The City Council authorizes the Mayor to sign the attached agreement as referenced above.

INTRODUCED AND ADOPTED this 22nd day of September 2008.

CITY OF TUALATIN, Oregon

By  _____
Mayor

ATTEST:

By  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC.
TO PROVIDE
RED LIGHT PHOTO ENFORCEMENT SERVICES
TO THE CITY OF TUALATIN, OREGON

THIS AGREEMENT is entered into this 22 day of SEPT. 2008 by and between the CITY of TUALATIN, a municipal corporation of the State of Oregon, hereinafter called the CITY, and

Redflex Traffic Systems, Inc
(Redflex's name)
23751 N. 23rd Avenue

Phoenix, AZ 85085
(Address)
623-207-2000
(Phone)

Jack Weaver
(Redflex's contact person)
gpost@Redflex.com
(e-mail)
503-554-5519
(Phone)
503-537-0508
(Fax)

hereinafter called REDFLEX.

RECITALS:

1. REDFLEX has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital red light photo enforcement cameras; and
2. The CITY desires to engage the services of REDFLEX to provide certain equipment, processes and back office services so that sworn police officers of the CITY are able to monitor, identify and enforce red light running violations; and
3. It is a mutual objective of both REDFLEX and the CITY to reduce the incidence of vehicle collisions at the traffic intersections that will be monitored pursuant to the terms of this Agreement.
4. The CITY has chosen REDFLEX using a Request for Proposal selection process to provide services related to Photo Red Light Enforcement.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

Article I: Definitions

In this agreement, the words and phrases shall have the following meanings:

1. "Approvals" means obtaining acceptance from relevant governmental authorities at the state and/or city level that have authority or jurisdiction over the construction and installation specifications for each designated intersection approach, which will include compliance with permit applications.
2. "Authorized Officer" means the Police Project Manager or such other individual(s) as the CITY shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto and in any event, a sworn police officer.
3. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using REDFLEX's system.
4. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by REDFLEX to the violator

on the appropriate Enforcement Documentation in respect of each Authorized Violation.

5. “Confidential Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, Cities or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person and is designated as confidential or privileged by law, including but not limited to:

5.1 Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or Cities, or at which such Person sells or has sold its services; and

5.2 Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets as defined by the Uniform Trade Secrets Act and cases interpreting the scope of the Uniform Trade Secrets Act.

5.3 Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.

5.4 The CITY is subject to the public records laws of the State of Oregon, and any information, documents, or other matters that are released by the CITY pursuant to a public record’s request shall not be considered a violation of the agreement nor incur any liability on behalf of the CITY.

6. “Designated Intersection Approaches” means the Intersection Approaches set forth on Exhibit A attached hereto, and such additional Intersection Approaches as REDFLEX and the CITY shall mutually agree from time to time.

7. “Electronic Signature” means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using REDFLEX’s system.

8. “Enforcement Documentation” means the necessary and appropriate documentation related to the Redlight Photo Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Municipal Court and the Tualatin Police Department numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by REDFLEX’s system), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers .

9. “Equipment” means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to REDFLEX’s system, including but not limited to all camera systems, housings and poles.

10. “Fine” means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.

11. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
12. “Installation Date” means the date on which REDFLEX completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Redlight Photo Enforcement Program.
13. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
14. “Intersection Approach” means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound).
15. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the Redlight Photo Enforcement Program is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches by a sworn police officer of the CITY and the issuance of Citations for such approved Violations using REDFLEX’s system.
16. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
17. “Police Project Manager” means the project manager appointed by the CITY in accordance with this Agreement, or such person as the CITY shall designate by providing written notice thereof to REDFLEX from time to time, which manager shall be a sworn peace officer and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the CITY’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the CITY’s charter or other organizational documents of the CITY or by the CITY Council or other governing body of the CITY.
18. “Potential Violation” means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by REDFLEX’s system with respect to such motor vehicle, which data shall be processed by REDFLEX’s system for the purposes of allowing the Authorized Officer to review such data and determine whether a Violation has occurred.
19. “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
20. “REDFLEX Marks” means all trademarks registered in the name of REDFLEX or any of its affiliates, such other trademarks as are used by REDFLEX or any of its affiliates on or in relation to Redlight Photo Enforcement at

any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by REDFLEX, and all modifications or adaptations of any of the foregoing.

21. "REDFLEX Project Manager" means the project manager appointed by REDFLEX in accordance with this Agreement, which project manager shall initially be _____, or such person as REDFLEX shall designate by providing written notice thereof to the CITY from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Redlight Photo Enforcement Program, and who shall have the power and authority to make management decisions relating to REDFLEX's obligations pursuant to this Agreement, including but not limited to change-order authorizations.

22. "REDFLEX System" means, collectively, the SmartCam™ System, the SmartOps™ System, the Redlight Photo Enforcement Program, and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.

23. "Redlight Photo Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of REDFLEX, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors, which collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles and/or their drivers.

24. "Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by sworn police officers of the CITY, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

25. "SmartCam™ System" means the proprietary digital speed and redlight photo enforcement system of REDFLEX relating to the Redlight Photo Enforcement Program.

26. "SmartOps™ System" means the proprietary back-office processes of REDFLEX relating to the Redlight Photo Enforcement Program.

27. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.

28. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.

29. "Violation" means any traffic violation contrary to the terms of the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.

30. "Violations Data" means the images and other Violations data gathered by REDFLEX's system at the Designated Intersection Approaches.

31. "Warning Period" means the period of thirty (30) days after the Installation Date of the first intersection approach.

ARTICLE II: SCOPE

For consideration set forth in Article VI, REDFLEX agrees to provide red light photo enforcement services to the CITY for the services described in the agreement that incorporates these Standard Terms and Conditions and those listed in Exhibits A through E. Unless modified in writing as set forth in Article III by the parties hereto, the duties of REDFLEX and the CITY shall not be construed to exceed those services and duties specifically set forth in the agreement.

1. Agreement Term. This Agreement shall be effective the date that it has been signed by every party, and continue until June 30, 2013 (the "Initial Term"), and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the Agreement term.

2. Renewal. If the CITY determines that it is in the CITY's best interest, the CITY may elect to extend the contract for seven (7) additional one (1) year periods at the end of each fiscal year, July 1 through June 30, (the "Renewal Term") subject to the following conditions:

2-1. The Agreement will not be extended if REDFLEX's services have been determined by the Contract Administrator, in the Administrator's sole discretion, to be unsatisfactory in any respect.

2-2. If the Agreement is extended, the annual financial reimbursement to the CITY will remain firm for the Renewal Term; adjusted only for any escalation/de-escalation allowed under the terms of the agreement.

2-3. The CITY may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to REDFLEX not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

3. Escalation/De-Escalation Agreement.

3-1. Prices shall remain firm throughout the initial agreement term except in the case of price decreases. Price decreases will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

3-2. Price increases will be considered at the time of contract renewal. REDFLEX must submit a written request with documentation justifying any price increase at least 45 calendar days prior to contract renewal to the Contract Administrator. Acceptable documentation shall include, but not limited to, provider's or manufacturer's published price list, discount schedule, or other basis of change in manufacturer pricing structure, invoices, journal or market reports, consumer price index, or other information deemed acceptable by the CITY. Proposed price increases shall not exceed the consumer price index for this Region – Portland, as of December of the prior year. REDFLEX will provide all documentation for verification purposes.

3-3. The CITY shall have the option of accepting the price increase or allowing the contract to expire (non-renewal) and the project rebid. The CITY reserves the right to audit the records of REDFLEX when requesting price increases to the extent that such records relate to cost or pricing data.

ARTICLE III: MODIFICATIONS

1. The CITY or REDFLEX shall not make modifications in the attached agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications which do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.
2. Change Order Notice. The CITY may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to REDFLEX, setting forth in reasonable detail the proposed changes (a "Change Order Notice").
3. Change Order Proposal. Upon REDFLEX's receipt of a Change Order Notice, REDFLEX shall deliver a written statement describing the effect, if any, the proposed changes would have on the compensation terms (the "Change Order Proposal"), which Change Order Proposal shall include the following:
 - (i) a detailed breakdown of the charge and schedule effects,
 - (ii) a description of any resulting changes to the specifications and obligations of the parties,
 - (iii) a schedule for the delivery and other performance obligations, and
 - (iv) any other information relating to the proposed changes reasonably requested by the CITY.
4. Implementation of Change Order. Following the CITY's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in the compensation section shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Article XXI.
5. System Upgrades. If it is mutually agreed that available upgrades will increase issuance rates of violations generated by the program by 20 percent or more, or if any requirements are placed on the City by any local, county, state or federal law, regulation or statute that requires equipment to be modified, upgraded or replaced, REDFLEX will perform said modification, upgrade or replacement and install those components within sixty (60) days of such decision or notice at no additional cost to the City. In the event that upgrades to the system are not mutually agreed, the modifications will be at the sole expense of the City and will be handled through the change order process described in this section.

ARTICLE IV: RESPONSIBILITIES OF REDFLEX

1. Notice to Proceed. REDFLEX will not begin work on any of the duties and services listed in Article II until the CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article II shall be in the form of an amendment as defined in Article III.
2. Level of Competence. REDFLEX is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of specifications, documents, applications, and other work products furnished under this agreement.
3. Cost Estimates. Cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, REDFLEX will apply its experience and judgment.

4. Document Preparation. The CITY will prepare and furnish all contract documents necessary for completion of the duties listed in Article II.

5. Access to Records. REDFLEX agrees to preserve and maintain for at least three (3) years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to REDFLEX in the course of the performance of their duties under the terms of this contract. REDFLEX further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

6. Ownership of Documents. Upon completion of this agreement, all design, contract, and proposal documents, all digital files including computer disks, and all software developed during the course of this project shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless REDFLEX for any application of documents for any purpose other than the originally intended use.

7. Intellectual Property Rights. If REDFLEX creates work pursuant to these documents that results in a copyright, patent, or any other protected intellectual property right, the CITY shall obtain a royalty-free, nonexclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others to use the work, or any part thereof, developed.

8. State or Federal Requirements. REDFLEX covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, as though each obligation or condition were set forth fully herein.

REDFLEX, its sub consultants, if any and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

9. Scope of Work:

9-1. REDFLEX shall provide the Red Light Photo Enforcement Program to the CITY with respect to the Designated Intersection Approaches (Exhibit "A") in each case in accordance with the terms and provisions set forth in this Agreement.

9-2. Installation. With respect to the construction of the Designated Intersection Approaches and the installation of the REDFLEX System at such Designated Intersection Approaches, the CITY and REDFLEX shall have the respective rights and obligations set forth on Exhibit "B" attached hereto.

9-3. Maintenance. With respect to the maintenance of the REDFLEX System at the Designated Intersection Approaches, the CITY and REDFLEX shall have the respective rights and obligations set forth on Exhibit "C" attached hereto.

9-4. Violation Processing. During the Operational Period, Violations shall be processed in accordance with the Business Rules established by the CITY and agreed to by REDFLEX. The Business Rules shall ensure that the violations are processed in accordance with the proper laws and statutes. The CITY Manager, in consultation with the Police Chief, is delegated the authority to establish the Business Rules, amend such rules, and authorize changes of such rules. The CITY attorney shall review the rules for legal content and correctness. REDFLEX shall not make any changes to the process or program of Business Rules without written approval from the CITY. Failure to follow the designated processing program or Business Rules when issuing citations shall not give rise to any legal recourse by violator and shall not be cause for dismissal of citation.

9-5. Remote Reviewing. REDFLEX shall provide the ability of the person issued a citation to remotely review the video images of the violation or other images produced by REDFLEX in accordance with their Remote

Reviewing Program that REDFLEX has or is establishing. REDFLEX shall use its best efforts to make available to the CITY and the persons cited with citations convenient access to any data, images, or other information REDFLEX has and is authorized to share. REDFLEX shall make available to the CITY any new programs it develops for access and convenience of citizens in reviewing information concerning the citations issued.

9-6. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, REDFLEX and the CITY shall have the respective rights and obligations set forth on Exhibit D attached hereto.

9-7. In addition to the obligations set forth herein, REDFLEX shall comply with all mandatory terms of the Request for Proposal issued by the CITY, RFP 20056-13 Red Light Photo Enforcement, May 30, 2006. In the event of a conflict between the terms of this agreement and the mandatory terms of the CITY's Request for Proposal, the terms of the Request for Proposal shall prevail. The Request for Proposal is attached hereto as Exhibit "E," and by this reference incorporated herein.

ARTICLE V: RESPONSIBILITIES OF THE CITY

1. Authorization to Proceed. The CITY shall authorize REDFLEX in writing to proceed prior to REDFLEX starting work on any of the services listed in Article II.
2. Access to Records, Facilities and Property. The CITY shall comply with reasonable requests from REDFLEX for inspection or access to the CITY's records, facilities, and properties.
3. Timely Review. The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by REDFLEX, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of REDFLEX.

ARTICLE VI: COMPENSATION

1. The CITY agrees to pay for the services in Article II in accordance with the compensation provisions in this agreement.
2. Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. The CITY has the right to appeal or ask for clarification on any REDFLEX billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article VI.
3. Fee per Paid Citation. REDFLEX agrees to perform the work as required in the Scope of Work for compensation based upon the payment by the CITY of \$60.00 per paid citation for the first 50 paid citations per REDFLEX's approach system per month, \$50.00 per paid citation for paid citations 51-100, \$40.00 per paid citation for paid citations 101-150 and \$25.00 per paid citation for paid citations 151 on. The CITY may offer persons cited an option to attend traffic school, which would result in a dismissal of the citation. A citation that is dismissed pursuant to the traffic school option and the administrative fee is paid shall count as a paid citation for determining the payment tier for the month. REDFLEX will credit 50% of the fee back to the CITY for those violations that have been dismissed pursuant to the traffic school option.
4. Cost Neutrality. This payment system provides cost neutrality to the CITY. REDFLEX only receives payment after the citation has been paid. Should the number of citations paid be lower than 75, the risk of not receiving

compensation is with REDFLEX and not with the CITY.

5. Prosecution and Collection. The CITY will act in good faith to diligently prosecute citations and pursue the collections of all fines and respect thereof. REDFLEX will have the right to receive, and the CITY will be obligated to pay the compensation as set forth. Citations paid for on a court-directed payment plan will be considered paid when the final payment has been made to the CITY.

ARTICLE VII: INDEMNIFICATION

REDFLEX agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of REDFLEX, its officers, employees, or agents.

ARTICLE VIII: INSURANCE

During the life of this agreement, REDFLEX shall maintain the following minimum insurance:

1. Commercial General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The CITY, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired vehicles.
3. REDFLEX, its subcontractors, if any and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
4. REDFLEX will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$1,000,000.00.
5. REDFLEX shall furnish the CITY with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the CITY prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The CITY has the right to reject any certificate for unacceptable coverage and/or companies.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of subcontractors by REDFLEX or subsidiary or affiliate firms of REDFLEX for technical or professional services shall not be considered an assignment of a portion of this agreement, and REDFLEX shall remain fully responsible for the work performed, whether such performance is by REDFLEX or subcontractors. No subcontractors shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and REDFLEX.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of the CITY and REDFLEX as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article III.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. REDFLEX may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. REDFLEX may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

1. The CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
2. Change in Law, Court Rulings, and Material Breach. Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of red light photo enforcement systems; (ii) any court having jurisdiction over the CITY rules, or Oregon or federal statute declares, that results from the REDFLEX System of red light photo enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement which breach is not remedied within forty-five (45) calendar days (or within such other time period as the CITY and REDFLEX shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-breaching party setting forth in reasonable detail the events which caused the breach.
3. Other Rights or Remedies. The rights to terminate this Agreement given in this subsection 2 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement. Termination under subsection 2 does not require the CITY to reimburse REDFLEX for direct costs as set out in subsection 4.
4. Reimbursement of Direct Costs. The CITY may terminate this Agreement without cause at any time by giving thirty days written notice of termination to REDFLEX. The CITY agrees to reimburse REDFLEX for all direct costs associated with the installation and initial establishment of the CITY's program, including, but not limited to (1) on-site construction expenses (including direct site labor and direct site material costs), (2) software configuration expenses and (3) hardware depreciation. All direct costs and capital expenditures will be amortized over 60 months. The CITY will be responsible for all un-amortized costs at the time of termination. For example, if the CITY terminates this agreement for convenience at month 30, the CITY will be responsible for 50% of the direct cost. REDFLEX shall, within 60 days of the installation date, present for the CITY's approval the list with amounts of all direct costs, which would be the subject of the reimbursement.
5. In the event of termination, REDFLEX shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. REDFLEX shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing

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and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

6. Procedures Upon Termination. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in Section 2, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and the following will be done by the parties:

6.1 REDFLEX shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation of Intersection Approaches and services in connection with the Red Light Photo Enforcement Program, (ii) promptly deliver to the CITY any and all Proprietary Property of the CITY provided to REDFLEX pursuant to this Agreement, (iii) promptly deliver to the CITY a final report to the CITY regarding the collection of data and the issuance of Citations in such format and for such periods as the CITY may reasonably request, and which final report REDFLEX shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to the CITY a final invoice stating all fees and charges properly owed by the CITY to REDFLEX for work performed and Citations issued by REDFLEX prior to the termination, and (v) provide such assistance as the CITY may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.

6.2 The CITY shall (i) immediately cease using the Red Light Photo Enforcement Program, accessing REDFLEX's system and using any other Intellectual Property of REDFLEX, (ii) promptly deliver to REDFLEX any and all Proprietary Property of REDFLEX provided to the CITY pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by the CITY to REDFLEX for work performed and Citations issued by REDFLEX prior to the termination.

6.3 Restoration of Intersection Approaches. Unless the CITY and REDFLEX have agreed to enter into a new agreement relating to the Red Light Photo Enforcement Program or have agreed to extend the Term of this Agreement, REDFLEX shall remove any and all Equipment or other materials of REDFLEX installed in connection with REDFLEX's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and REDFLEX shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

7. Survival of Provisions. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: Article XII (LICENSE; RESERVATION OF RIGHTS), XIV (REDFLEX WARRANTIES), VII (INDEMNIFICATION), XXV (NOTIFICATION), XXI (DISPUTES), XXIII (APPLICABLE LAW), XXIV (COURT OF JURISDICTION) and, and those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

ARTICLE XII: LICENSE; RESERVATION OF RIGHTS

1. LICENSE. Subject to the terms and conditions of this Agreement, REDFLEX hereby grants the CITY, and the CITY hereby accepts from REDFLEX upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the CITY of TUALATIN, access and use the REDFLEX System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the REDFLEX System in connection therewith, (b) disclose to the public (including outside of the CITY of TUALATIN) that REDFLEX is providing services to the CITY in connection with Redlight Photo Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the REDFLEX Marks on or in marketing, public awareness or education, or other publications or materials relating to the Redlight Photo Enforcement Program, so long as any and all such publications or materials are approved in advance by REDFLEX.

2. Reservation of Rights. The CITY hereby acknowledges and agrees that: (a) REDFLEX is the sole and exclusive

owner of the REDFLEX System, the REDFLEX Marks, all Intellectual Property arising from or relating to the REDFLEX System, and any and all related Equipment, (b) the CITY neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of the CITY pursuant to this Agreement, the CITY shall gain no additional right, title or interest therein.

3. Restricted Use. The CITY hereby covenants and agrees that it shall not (a) make any modifications to the REDFLEX System, including but not limited to any Equipment, (b) alter, remove or tamper with any REDFLEX Marks, (c) use any of the REDFLEX Marks in any way which might prejudice their distinctiveness, validity or the goodwill of REDFLEX therein, (d) use any trademarks or other marks other than the REDFLEX Marks in connection with the CITY's use of the REDFLEX System pursuant to the terms of this Agreement without first obtaining the prior consent of REDFLEX, or (e) disassemble, decompile or otherwise perform any type of reverse engineering to the REDFLEX System, the REDFLEX System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of REDFLEX, or cause any other Person to do any of the foregoing.

4. Protection of Rights. REDFLEX shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of REDFLEX, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the REDFLEX Marks, the filing of patent application for any of the Intellectual Property of REDFLEX, and making any other applications or filings with appropriate Governmental Authorities. The CITY shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the REDFLEX Marks or the Intellectual Property of REDFLEX without the prior written consent of REDFLEX.

5. Infringement. The CITY shall use its reasonable best efforts to give REDFLEX notice as soon as reasonably practicable of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the REDFLEX Marks or any of REDFLEX's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the REDFLEX Marks or any other Intellectual Property of REDFLEX. REDFLEX shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that REDFLEX commences any enforcement action under this Section, then the CITY shall render to REDFLEX such reasonable cooperation and assistance as is reasonably requested by REDFLEX, and REDFLEX shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that REDFLEX shall reimburse the CITY for any reasonable costs incurred in providing such cooperation and assistance.

6. Infringing Use. The CITY shall give REDFLEX prompt written notice of any action or claim action or claim, whether threatened or pending, against the CITY alleging that the REDFLEX Marks, or any other Intellectual Property of REDFLEX, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the CITY shall render to REDFLEX such reasonable cooperation and assistance as is reasonably requested by REDFLEX in the defense thereof; provided, that REDFLEX shall reimburse the CITY for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and REDFLEX determines, in the exercise of its sole discretion, that an infringement may exist, REDFLEX shall have the right, but not the obligation, to procure for the CITY the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

ARTICLE XIII: BOLI - PREVAILING WAGE

REDFLEX shall be solely responsible for complying with BOLI's prevailing wage requirements. REDFLEX shall pay such prevailing wages in accordance with BOLI's requirements pursuant to BOLI's contract entitled "Prevailing Wage Rates for Public Works Contracts in Oregon."

ARTICLE XIV: REDFLEX WARRANTIES

The work to be performed by REDFLEX includes services generally performed by REDFLEX in its usual line of

business. The work performed by REDFLEX under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. REDFLEX shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

ARTICLE XV: INDEPENDENT CONTRACTOR

REDFLEX is not currently employed by the CITY. The parties to this Agreement intend that REDFLEX perform all work as an Independent Contractor. No agent, employee, or servant of REDFLEX shall be or shall be deemed to be the employee, agent or servant of the CITY. The CITY is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of REDFLEX, however, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general right of inspection and supervision to secure the satisfactory performance thereof.

ARTICLE XVI: TAXES

REDFLEX will be responsible for any federal or state taxes applicable to payments received under this Agreement. The CITY will report the total of all payments to REDFLEX, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

ARTICLE XVII: AUDIT RIGHTS

REDFLEX must provide to the Tualatin City Council an annual report, prepared by an independent auditor at REDFLEX's expense, representing REDFLEX's compliance with the contract and analysis of the accuracy of billing statements regarding the CITY of TUALATIN's red light photo enforcement program.

Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

ARTICLE XVIII: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

ARTICLE XIX: SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

ARTICLE XX: FORCE MAJEURE

Neither the CITY nor REDFLEX shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XXI: DISPUTES

Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Article, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XXII: COOPERATIVE PURCHASING

Pursuant to ORS 279A.205 thru 279A.215, other public agencies and members of the Oregon Cooperative Purchasing Program (ORCPP) may use the purchase agreement resulting from this RFP unless Proposer expressly notes in the proposal that the prices quoted are available to the CITY only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the CITY accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the CITY consents to such use by any other public agency.

ARTICLE XXIII: APPLICABLE LAW

This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Oregon, United States.

ARTICLE XXIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Washington County, Oregon.

ARTICLE XXV: NOTIFICATION

All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. If directed to the CITY: KENT BARKER If directed to REDFLEX: Jack Weaver at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

REDFLEX: _____
Date: 9-30-08
By: Karen Finley
REDFLEX
By: Karen Finley
Title: President & CEO

CITY OF TUALATIN, OREGON:
Date: 09/22/2008
By: Kent Barker
Kent Barker, Police Chief
By: Lou Ogden
Lou Ogden, Mayor

Tualatin Professional Services Agreement with Redflex
Red Light Photo Enforcement Program

Mailing Address: 23751 N. 23rd Avenue, #150
Phoenix, AZ 85085-1854

Telephone: (623) 207-2000

Fax: (623) 207-2050
94-3292233

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

Exhibit "A"
Designated Intersection Approaches

The contract is for the implementation of up to eight (8) intersections. Identification of enforced intersection will be based on mutual agreement between REDFLEX and the CITY as warranted by community safety and traffic needs.

Exhibit "B"
Construction and Installation Obligations
Timeframe for Installation

REDFLEX will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by REDFLEX Traffic Systems and the CITY.

REDFLEX will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

REDFLEX will use reasonable commercial efforts to install and activate the first specified intersection within the first sixty (60) days subsequent to the issuance of permits from all agencies whose approval is required. The CITY agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of REDFLEX and are not guaranteed.

1. REDFLEX Obligations. REDFLEX shall do or cause to be done each of the following (in each case, unless otherwise stated below, at REDFLEX's sole expense):
 - 1.1. Appoint the REDFLEX Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the REDFLEX Project Manager;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the CITY traffic engineer;
 - 1.3. Develop and submit to the CITY for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with CITY permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Submit to the CITY a public awareness strategy for the CITY's consideration and approval, which strategy shall include media and educational materials for the CITY's approval or amendment (the "Awareness Strategy");
 - 1.7. Assist the CITY in developing the Red Light Violation criteria;
 - 1.8. Develop the Enforcement Documentation for approval by the CITY, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the CITY);
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
 - 1.11. Install and test the functionality of the Designated Intersection Approaches with the

- REDFLEX System and establish fully operational Violation processing capability with the REDFLEX System;
- 1.12. Implement the use of the REDFLEX System at each of the Designated Intersection Approaches;
 - 1.13. Deliver the Materials to the CITY;
 - 1.14. During the Warning Period, issue “warning letters” for Authorized Violations for a period of thirty (30) days following the Installation Date at the first intersection approach constructed; and
 - 1.15. During the Warning Period, REDFLEX shall provide training (i) for up to fifteen (15) personnel of the CITY, including but not limited to the persons who CITY shall appoint as Authorized Officers and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate for each individual, (iii) regarding the operation of the REDFLEX System and the Redlight Photo Enforcement Program, which training shall include training with respect to the REDFLEX System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
 - 1.16. Interact with court and judicial personnel to address issues regarding the implementation of the REDFLEX System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, the establishment of a court hearing schedule for adjudicating upon Citations, and coordination between REDFLEX, the CITY and municipal court personnel; and
 - 1.17. Provide reasonable public relations resources and media materials to the CITY in the event that the CITY elects to conduct a public launch of the Redlight Photo Enforcement Program.
2. CITY OBLIGATIONS. The CITY shall do or cause to be done each of the following (in each case, unless otherwise stated below, at CITY’s sole expense):
- 2.1 Appoint the Police Project Manager;
 - 2.2 Assist REDFLEX in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.3 Notify REDFLEX of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
 - 2.4 Provide assistance to REDFLEX in obtaining access to the records data of the Department of Motor Vehicles in REDFLEX’s capacity as an independent contractor to the CITY;
 - 2.5 Assist REDFLEX in seeking the Approvals;
 - 2.6 Provide reasonable access to the CITY’s properties and facilities in order to permit REDFLEX to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
 - 2.7 Provide reasonable access to the personnel of the CITY and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
 - 2.8 Provide the services of necessary personnel during the Warning Period;
 - 2.9 Seek approval or amendment of public outreach strategy and provide written notice to REDFLEX

Tualatin Professional Services Agreement with Redflex
Red Light Photo Enforcement Program

with respect to the quantity of media and program materials (the "Materials") that the CITY will require in order to implement the Awareness Strategy during the period commencing on the date on which REDFLEX begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;

2.10 Develop the Red Light Violation criteria in consultation with REDFLEX; and

2.11 Seek approval of the Enforcement Documentation.

Exhibit "C"
Maintenance

1. All repair and maintenance of camera systems and related equipment will be the sole responsibility of REDFLEX, including but not limited to maintaining the casings of the cameras included in the REDFLEX System and all other Equipment in reasonably clean and graffiti-free condition.
2. REDFLEX shall not open the Traffic Signal Controller Boxes without a representative of the appropriate agency present.
3. The provision of all necessary electrical and telephone services to the Designated Intersection Approaches will be the sole responsibility REDFLEX, and the CITY shall provide all electrical power.
4. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, REDFLEX shall provide and install such flash units.
5. The REDFLEX Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

Exhibit "D"
Additional Rights and Obligations

REDFLEX and the CITY shall respectively have the additional rights and obligations set forth below:

1. Communications and Public Relations Strategy.

1-1 REDFLEX shall assist the CITY in public information and education efforts. REDFLEX must provide the CITY of TUALATIN with public information materials. These materials should include, but are not limited to, brochures describing the photo red light program, how red light cameras operate, and the benefits provided by the use of photo red light cameras.

1-2 Vendor must be available to act as a resource during certain events planned as part of the photo red light communications and public relations strategy. This includes, but is not limited to, equipment demonstrations as part of community presentations.

2. REDFLEX shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage, and the CITY hereby acknowledges and agrees that the CITY shall be solely responsible for installing such Signage.

3. REDFLEX shall be solely responsible for the installation of LED lights at enforced intersections.

4. REDFLEX Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the REDFLEX Manager and the CITY Manager shall mutually agree.

5. The CITY shall not access the REDFLEX System or use the Redlight Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the REDFLEX System or the REDFLEX Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by REDFLEX for such Person, or which could damage, disable, impair or overburden the REDFLEX System or the REDFLEX Photo Enforcement Program, and the CITY shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the REDFLEX System, or (iii) any materials or information not intentionally made available by REDFLEX to the CITY by means of hacking, password mining or any other method whatsoever, nor shall the CITY cause any other Person to do any of the foregoing.

6. The CITY shall maintain the confidentiality of any username, password or other process or device for accessing the REDFLEX System or using the Redlight Photo Enforcement Program.

7. Each of REDFLEX and the CITY shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of REDFLEX and the CITY shall obey any and all such rules and regulations.

8. The CITY shall promptly reimburse REDFLEX for the cost of repairing or replacing any portion of the REDFLEX System, or any property or equipment related thereto, damaged as a result of the actions of the CITY, or any of its employees, contractors or agents.

Exhibit "E"
FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of July, 28th, 2008, is entered into by and between the City of Tualatin, OR, MT (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Tualatin, OR and Redflex Traffic Systems, Inc., for Photo Red Light Enforcement Program and Violation Processing Program, dated as of August 15th, 2008 by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Multicurrency Credit Agreement, dated as of June 2, 2008 (the "Multicurrency Credit Agreement"), by and among Redflex, as Borrower, the guarantors from time to time party thereto, as Guarantors, the lenders from time to time party thereto, as Lenders (the "Lenders"), and Bank of Montreal, as Administrative Agent (the "Administrative Agent"), pursuant to which the Lenders have provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Multicurrency Credit Agreement, Redflex has granted the Administrative Agent, for the benefit of the secured creditors, a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

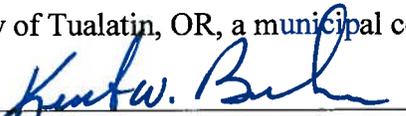
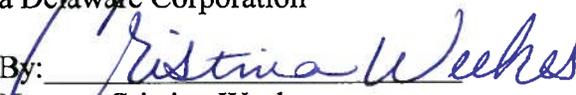
3. Redflex will not, by virtue of the Multicurrency Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Administrative Agent has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Administrative Agent, for the benefit of the secured creditors, in all of Redflex's rights and interests under the Agreement pursuant to the Multicurrency Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the City and shall inure to the benefit of the successors and assigns of the Administrative Agent, and to any replacement lenders which refinance Redflex's obligations to the Administrative Agent and the Lenders under the Multicurrency Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

<p>The City:</p> <p>City of Tualatin, OR, a municipal corporation</p> <p>By: <u></u></p> <p>Name: <u>Kent Barker</u></p> <p>Title: <u>Chief of Police</u></p>	<p>Redflex:</p> <p>REFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation</p> <p>By: <u></u></p> <p>Name: <u>Cristina Weekes</u></p> <p>Title: <u>Executive Vice President</u></p>
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STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council

Date Sept 22, 2008

Recording Secretary J. Kerby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *MA*

DATE: September 22, 2008

SUBJECT: RENAMING SW OTTOWA STREET, SW WARM SPRINGS STREET, SW TONKA STREET, SW 119TH AVENUE, AN UNNAMED STREET, QUARRY ACCESS ROAD, AND PORTIONS OF SW LEVETON DRIVE, SW 118TH AVENUE, AND SW 124TH AVENUE

ISSUE BEFORE THE COUNCIL:

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

RECOMMENDATION:

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

- SW Ottawa Street
- SW Warm Springs Street
- SW Tonka Street
- SW 119th Avenue
- An unnamed street
- Quarry Access Road

and portions of

- SW Leveton Drive
- SW 118th Avenue
- SW 124th Avenue

EXECUTIVE SUMMARY:

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

STAFF REPORT: Street Renaming

September 22, 2008

Page 2 of 2

- The proposed street renamings are needed to match up the legal street names with the addresses assigned to structures along the street and with the street name signs currently installed.
- Streets can be named on a subdivision, condo or partition plat that is recorded at a county survey office. When the City constructs a new street without a plat being recorded, it is necessary to follow ORS 227.120 to rename the new unnamed streets. This has not always happened and this public hearing and resulting ordinance will officially name the streets listed below.
- The proposed changes include:
 1. Rename SW Ottowa Street in the Imperial Estates subdivision (platted in 1983) to **SW Ottowa Street** (to match the portion of street in the Sandhurst subdivision, platted in 1977).
 2. Rename an unnamed street, between Martinazzi Avenue and Boones Ferry Road, **SW Warm Springs Street** (constructed by City in 1984 but not named).
 3. Rename the unnamed street, between Warm Springs Street and the southerly boundary of Tonka Street, **SW Tonka Street** (constructed by City in 1984 but not named). Ordinance #84C renamed Tualatin Avenue SE to SW Tonka Street; the street at that time extended easterly from Boones Ferry Road to the property where the old barn sits (8250 SW Tonka St).
 4. Rename an unnamed street, between Herman Road and the northerly boundary of cul-de-sac right-of-way, **SW 119th Avenue** (developer started constructed in 1985, City authorized stop signs in 1990).

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

- ▶ since this street was constructed before the City's naming policy was in effect, and
 - ▶ since the businesses that are there would be impacted by a street name change,
 - ▶ it is recommended that the current "Avenue" designation remain.
5. Rename an unnamed street, between Cipole Road and the westerly boundary of the Herman Road Business Center subdivision, **SW Cummins Street** (this right-of-way is currently unimproved).
 6. Rename Quarry Access Road, in the Herman Road Business Center subdivision, to **SW Cummins Street** (this right-of-way is currently unimproved).

7. Rename a portion of an unnamed street, between 108th Avenue and the easterly boundary of the Leveton Business Campus subdivision, **SW Leveton Drive** (constructed by City in 1990 but not named).
8. Rename a portion of an unnamed street, between Herman Road and the southerly boundary of Partition #1993-098, **SW 118th Avenue** (constructed by City in 1990 but not named).
9. Rename a portion of an unnamed street, between the southerly boundary of Partition #1993-098 and Herman Road, **SW 124th Avenue** (Washington County transferred jurisdiction of this unnamed section by R&O #85-233).

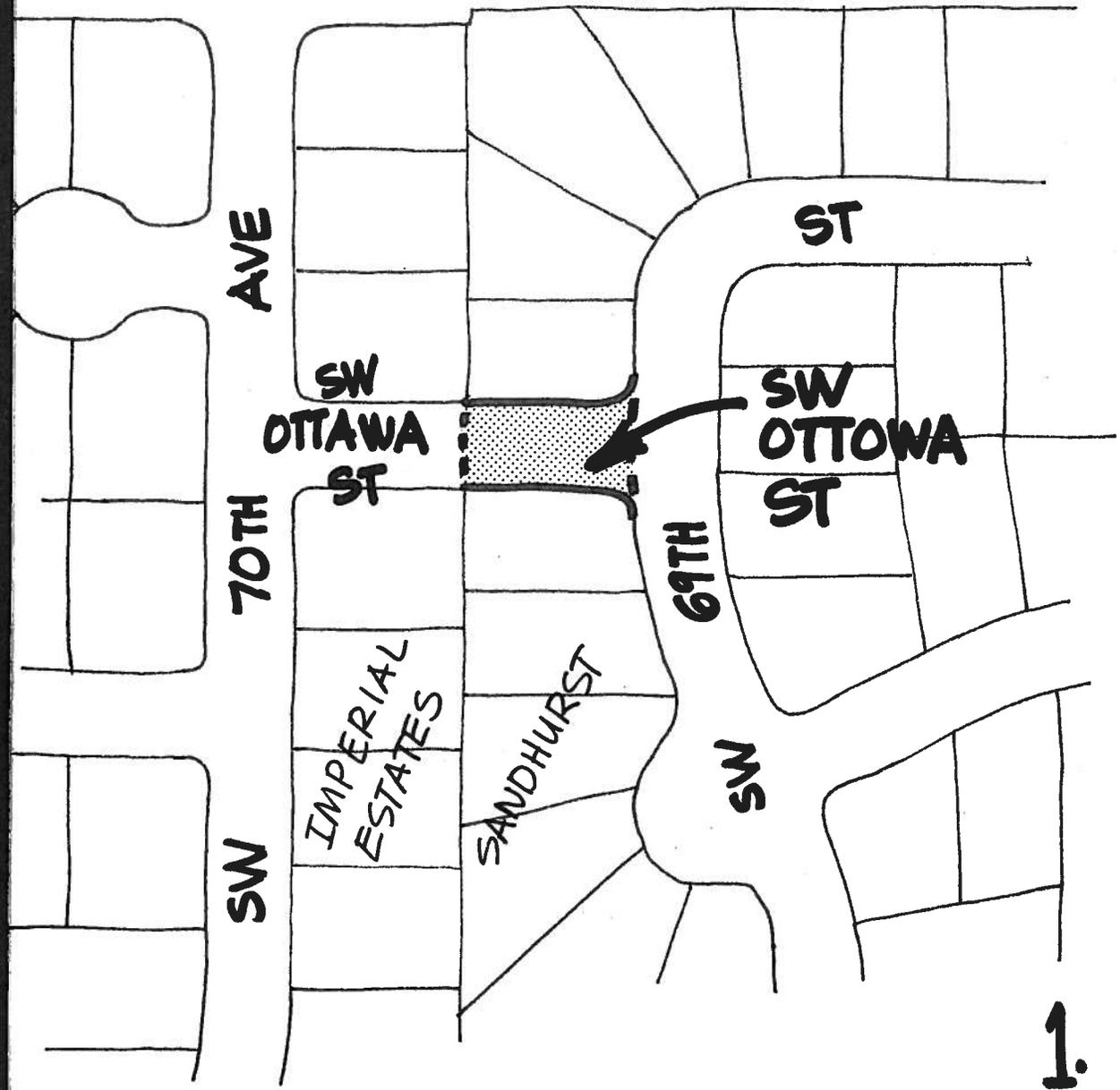
FINANCIAL IMPLICATIONS:

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

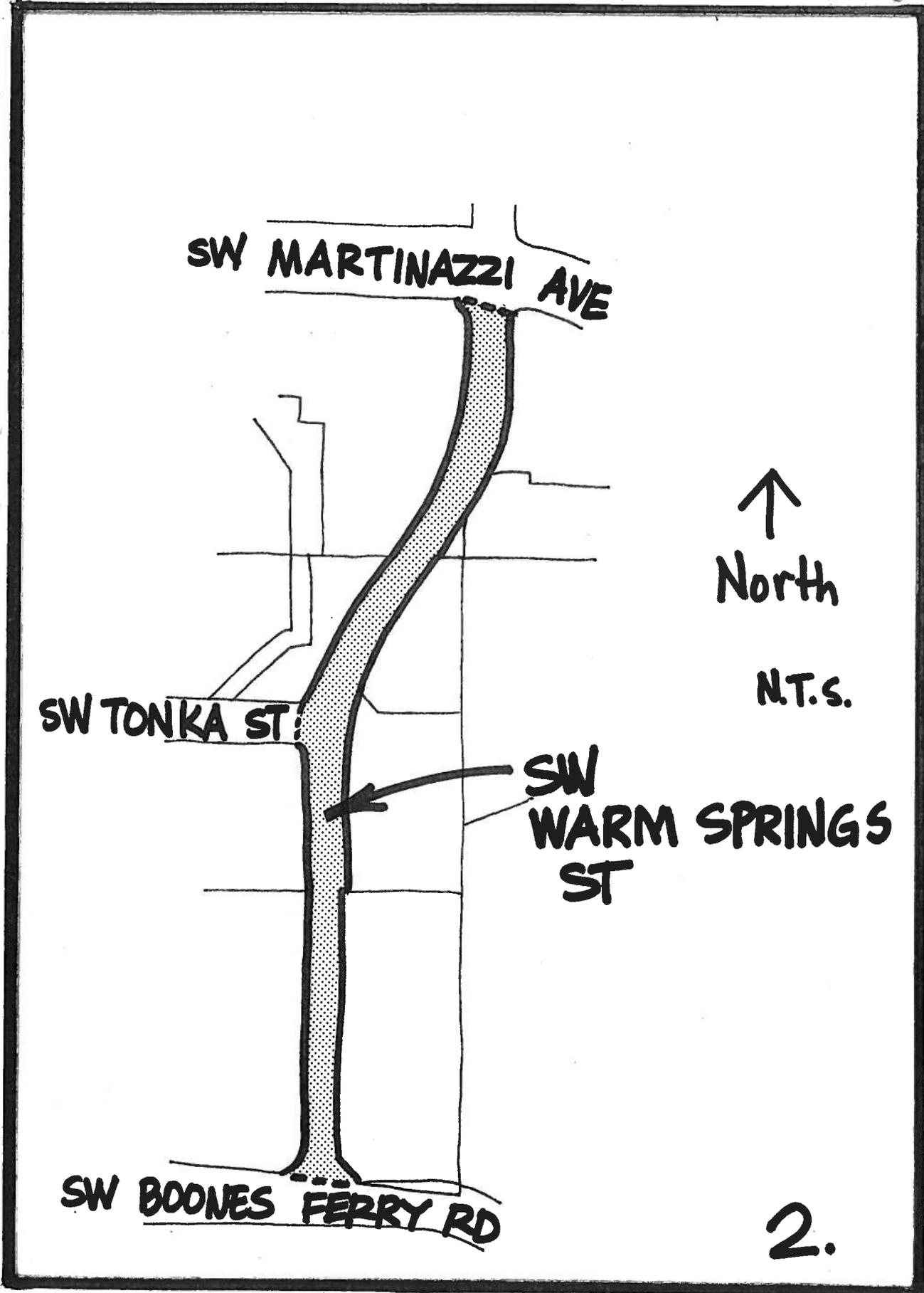
- Attachments:**
- A. Maps
 - B. Notice of Hearing
 - C. September 8, 2008 Staff Report

↑
North
N.T.S.

SW SAGERT ST



1.



SW MARTINAZZI AVE

↑
North

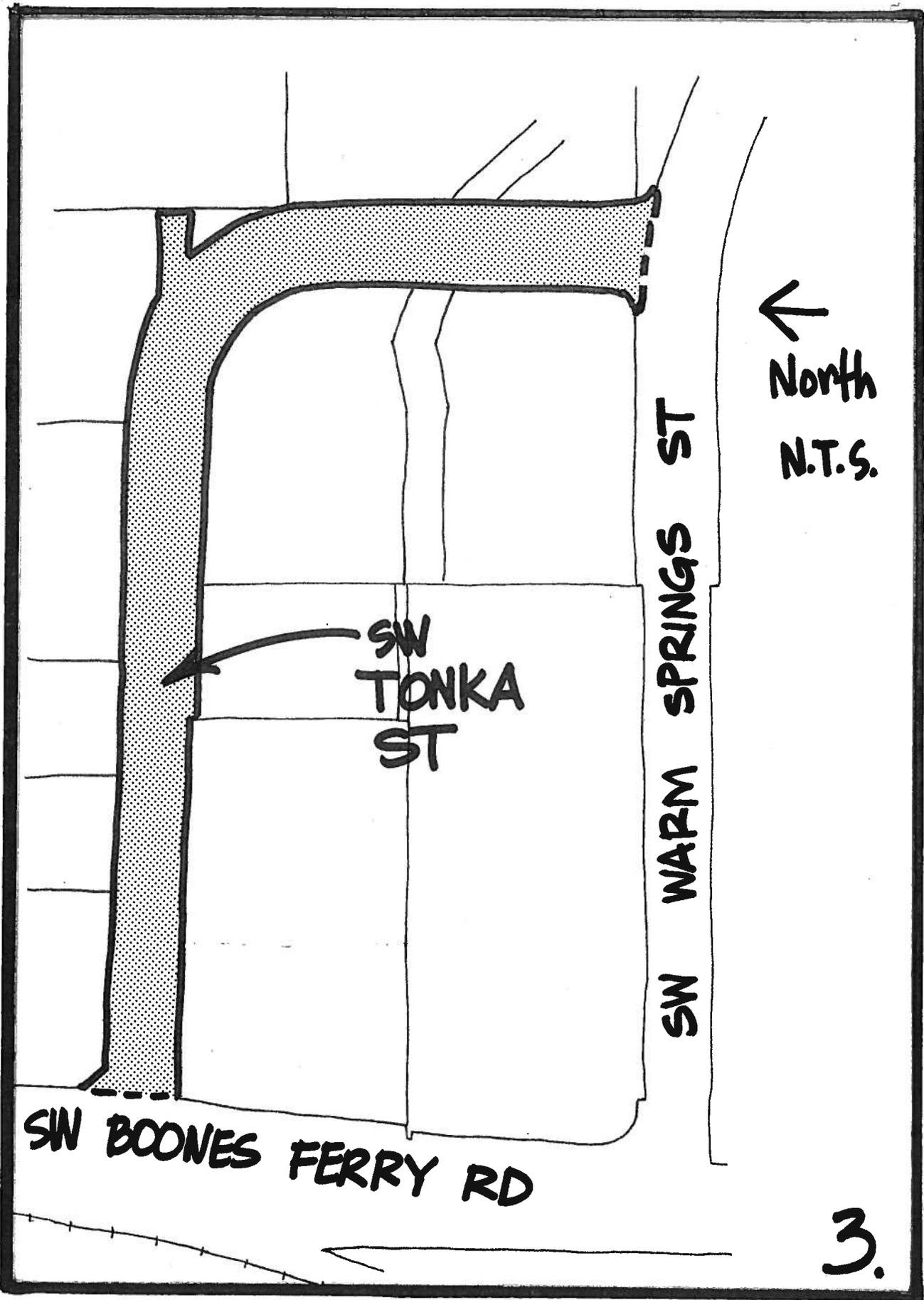
N.T.S.

SW TONKA ST

SW
WARM SPRINGS
ST

SW BOONES FERRY RD

2.



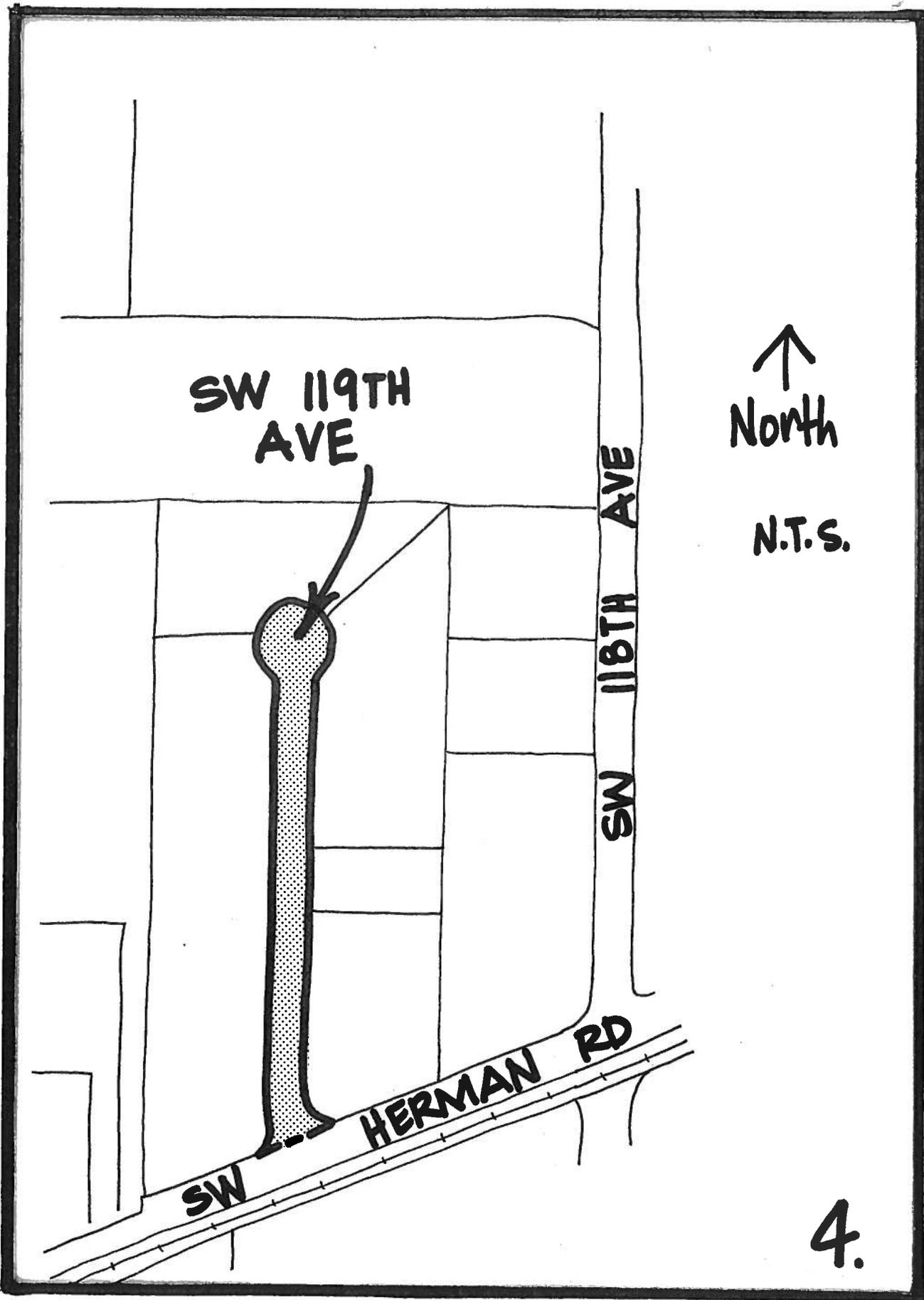
←
North
N.T.S.

SW
TONKA
ST

SW WARM SPRINGS ST

SW BOONES FERRY RD

3.

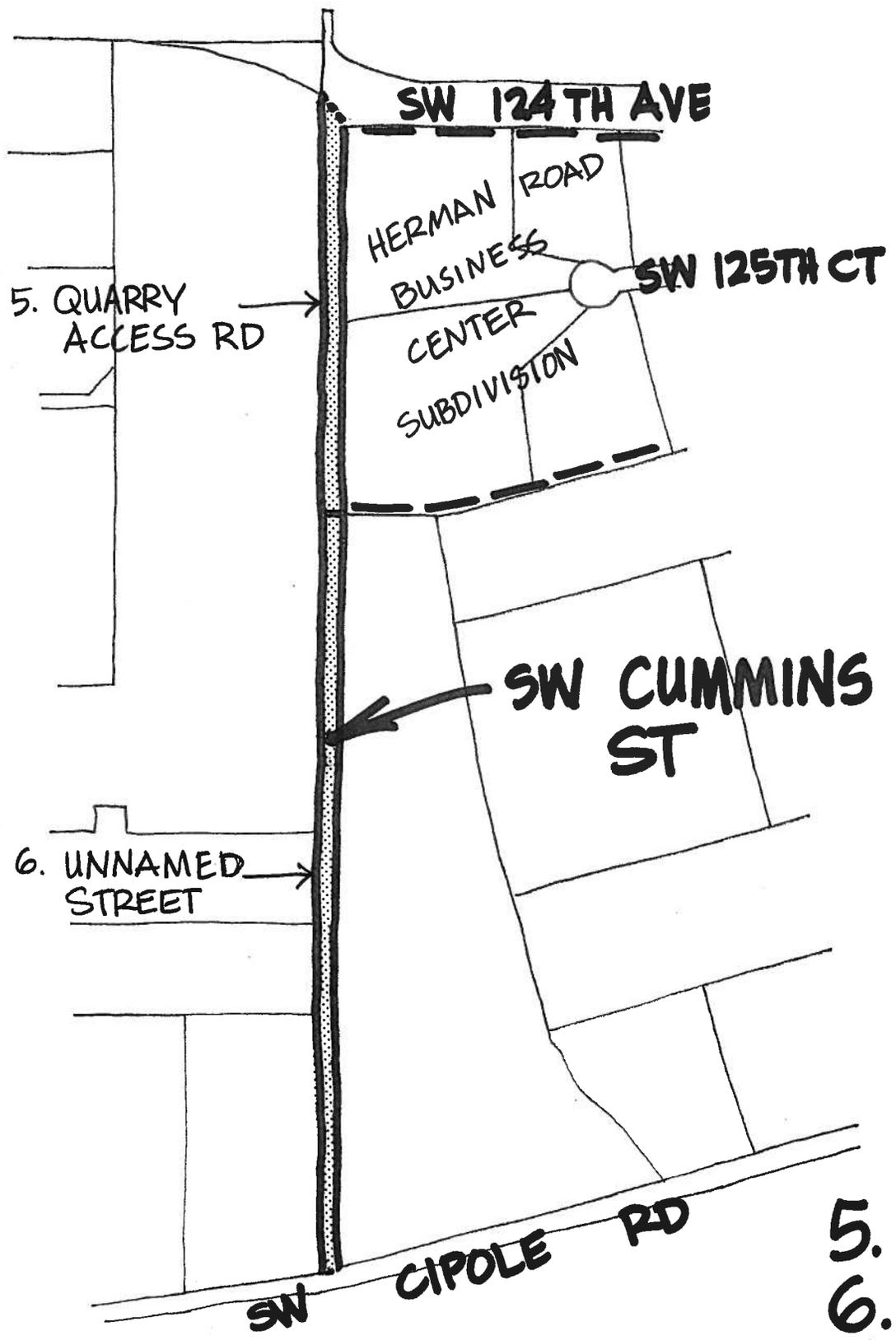


↑
North

N.T.S.

4.

← NORTH N.T.S.



5.
6.

SW 108TH AVE

←
NORTH

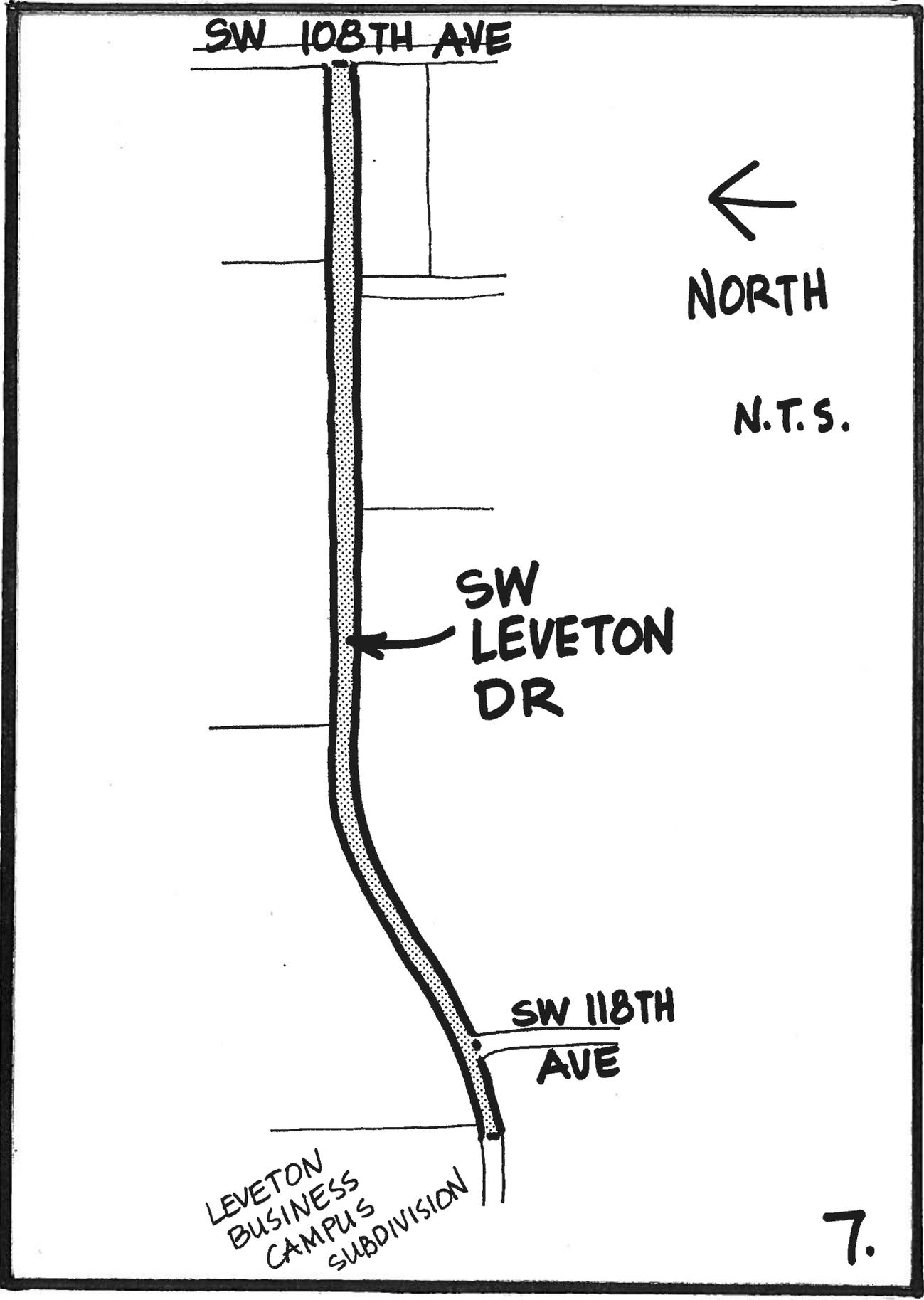
N.T.S.

← SW
LEVETON
DR

SW 118TH
AVE

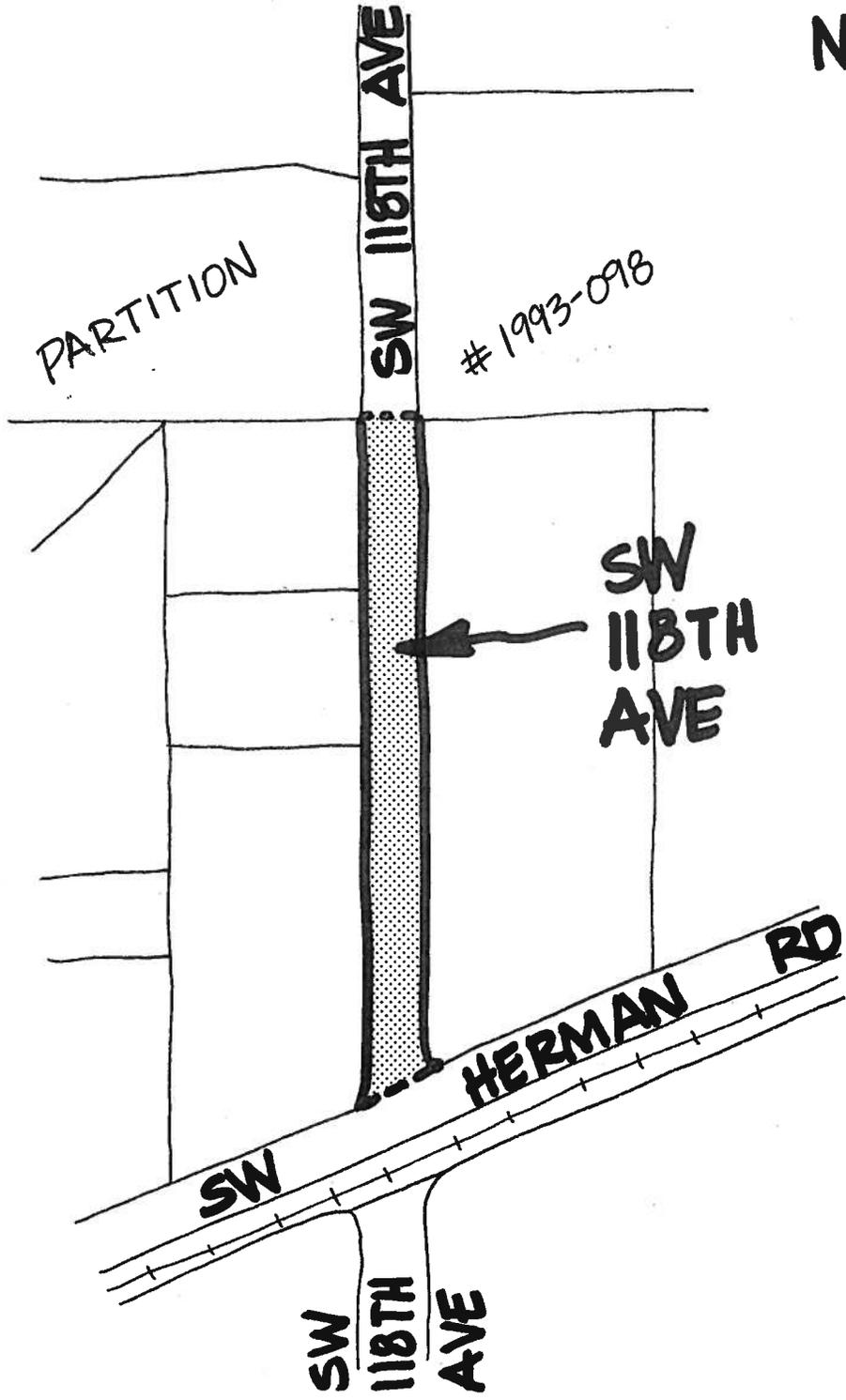
LEVETON
BUSINESS
CAMPUS
SUBDIVISION

7.

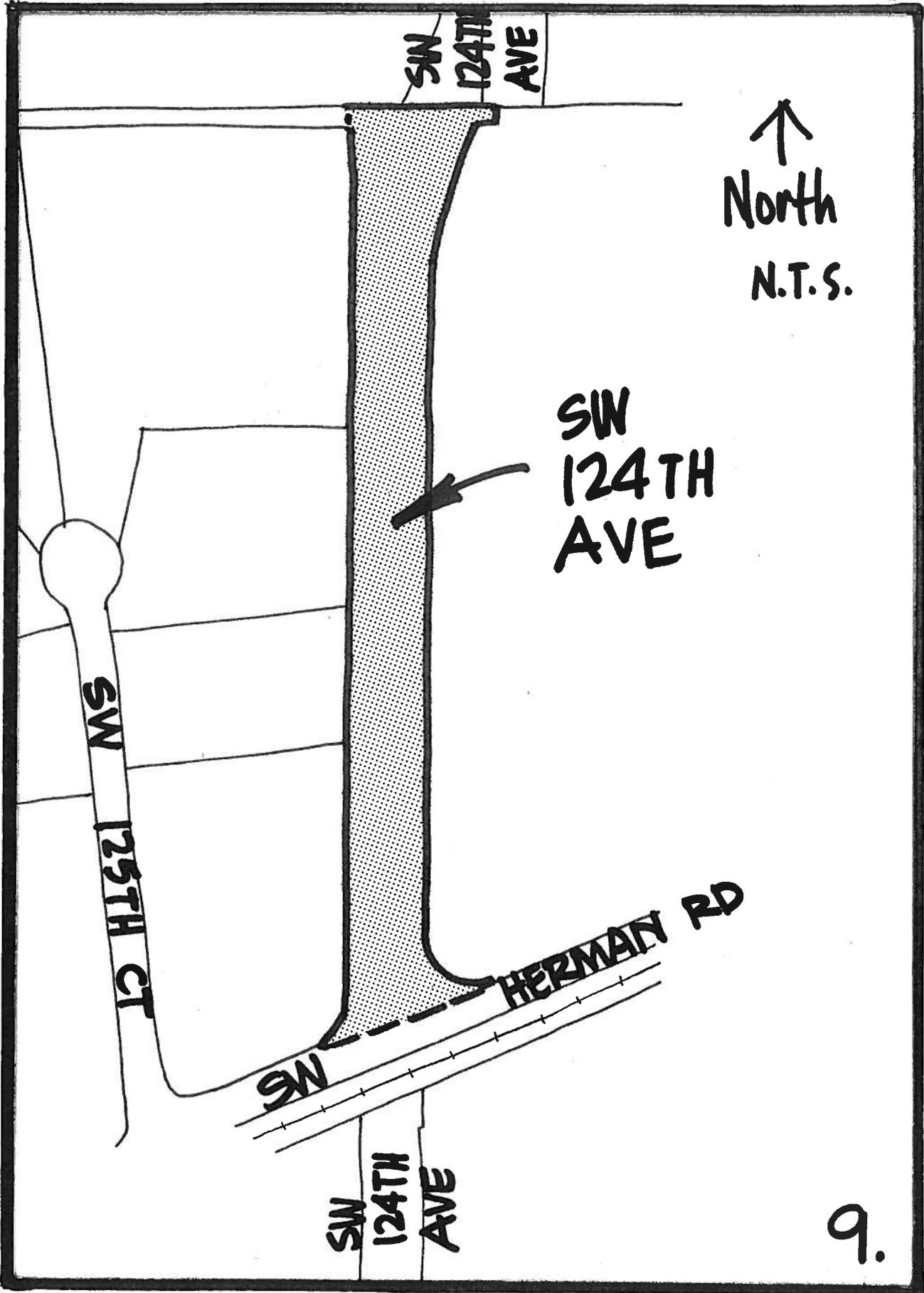


↑
NORTH

N.T.S.



8.



↑
North
N.T.S.

SW
124TH
AVE

SW
125TH
CT

HERMAN RD

SW

124TH
AVE

9.

NOTICE OF HEARING

CITY OF TUALATIN, OREGON

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

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

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

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

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

CITY OF TUALATIN, OREGON
By: Sherilyn Lombos
City Recorder

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



STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council

Date 9-8-08

Recording Secretary *M. Smith*

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *McK/SL*

DATE: September 8, 2008

SUBJECT: RENAMING SW OTTOWA STREET, SW WARM SPRINGS STREET, SW TONKA STREET, SW 119TH AVENUE, AN UNNAMED STREET, QUARRY ACCESS ROAD, AND PORTIONS OF SW LEVETON DRIVE, SW 118TH AVENUE, AND SW 124TH AVENUE

ISSUE BEFORE THE COUNCIL:

This staff report initiates the street renaming process. This is a housekeeping item to correct the spelling of one street name, officially name seven unnamed streets, and rename one street

RECOMMENDATION:

Staff recommends Council accept this recommendation to rename

- SW Ottawa Street
- SW Warm Springs Street
- SW Tonka Street
- SW 119th Avenue
- An unnamed street
- Quarry Access Road

and rename portions of

- SW Lave-ton Drive
- SW 118th Avenue
- SW 124th Avenue

and the City Recorder be directed to give notice of the public hearing for September 22, 2008.

EXECUTIVE SUMMARY:

This is not a public hearing.

- The proposed street renamings are a housekeeping item to get the official street names to match up with the commonly used street names.
- The proposed street renamings are needed to match up the legal street names with the addresses assigned to structures along the street and with the street name signs currently installed.
- Streets can be named on a subdivision, condo or partition plat that is recorded at a county survey office. When the City constructs a new street without a plat being recorded, it is necessary to follow ORS 227.120 to rename the new unnamed streets. This has not always happened and this staff report will initiate the renaming process on several existing streets.
- ORS 227.120 requires the Council to first recommend the renaming of any existing street. After the Council recommendation, a notice of public hearing will be published in *The Oregonian*.
- The proposed changes include:
 1. Rename SW Ottawa Street in the Imperial Estates subdivision (platted in 1983) to **SW Ottawa Street** (to match the portion of street in the Sandhurst subdivision, platted in 1977).
 2. Rename an unnamed street, between Martinazzi Avenue and Boones Ferry Road, **SW Warm Springs Street** (constructed by City in 1984 but not named).
 3. Rename the unnamed street, between Warm Springs Street and the southerly boundary of Tonka Street, **SW Tonka Street** (constructed by City in 1984 but not named). Ordinance #84C renamed Tualatin Avenue SE to SW Tonka Street; the street at that time extended easterly from Boones Ferry Road to the property where the old barn sits (8250 SW Tonka St).
 4. Rename an unnamed street, between Herman Road and the northerly boundary of cul-de-sac right-of-way, **SW 119th Avenue** (developer started constructed in 1985, City authorized stop signs in 1990).
 5. Rename an unnamed street, between Cipole Road and the westerly boundary of the Herman Road Business Center subdivision, **SW Cummins Street** (this right-of-way is currently unimproved).
 6. Rename Quarry Access Road, in the Herman Road Business Center subdivision, to **SW Cummins Street** (this right-of-way is currently unimproved).
 7. Rename a portion of an unnamed street, between 108th Avenue and the easterly boundary of the Leveton Business Campus subdivision, **SW Leveton Drive** (constructed by City in 1990 but not named).

8. Rename a portion of an unnamed street, between Herman Road and the southerly boundary of Partition #1993-098, **SW 118th Avenue** (constructed by City in 1990 but not named).
9. Rename a portion of an unnamed street, between the southerly boundary of Partition #1993-098 and Herman Road, **SW 124th Avenue** (Washington County transferred jurisdiction of this unnamed section by R&O #85-233).

FINANCIAL IMPLICATIONS:

The Publication of Notice will be published once in *The Oregonian*. The cost of publication is approximately \$300.

Attachments: A. Maps