



TUALATIN CITY COUNCIL AND TUALATIN DEVELOPMENT COMMISSION

Monday, May 14, 2012

CITY COUNCIL CHAMBERS
18880 SW Martinazzi Avenue
Tualatin, OR 97062

WORK SESSION begins at 5:30 p.m. *[note later start time]*
REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden
Council President Monique Beikman
Councilor Wade Brooksby Councilor Frank Bubenik
Councilor Joelle Davis Councilor Nancy Grimes
Councilor Ed Truax

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

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.ci.tualatin.or.us/government/CouncilPackets.cfm, the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

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

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

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

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

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

1. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished 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, partititions and architectural review.

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

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all provided all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

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

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



Official Meeting Agenda of the Tualatin City Council for May 14, 2012

A. CALL TO ORDER

Pledge of Allegiance

B. ANNOUNCEMENTS

1. Tualatin Youth Advisory Council Update for May 14, 2012
2. Proclamation Designating the Week of May 20 - 26, 2012 as Emergency Medical Services Week in the City of Tualatin
3. Proclamation Declaring the Week of May 13 - 19, 2012 as National Police Week in the City of Tualatin
4. Proclamation Recognizing the Week of May 20 - 26, 2012 as National Public Works Week in the City of Tualatin
5. Employee Introduction - *Jennifer Patterson, Community Services/Library*

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA

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

1. Approval of the Minutes for the Work Session and Meeting of April 23, 2012
2. Resolution Authorizing Bancrofting of Transportation Development Tax Related to the Stafford Hills Club and Authorizing the City Recorder to Enter Certain Real Properties Within the City of Tualatin onto the City of Tualatin Lien Docket
3. Resolution to Adopt an Amendment to the Intergovernmental Agreement Between Tri-County Metropolitan Transportation District of Oregon, and the City of Portland for Transit Police Services
4. Resolution Authorizing a Revocable Permit to Allow Potted Plants Within the Right-of-Way on SW Boones Ferry Road and SW Seneca Street Adjacent to the Robinson Crossing II Building

5. Resolution Allowing the Mayor to Sign a Quitclaim of a Public Easement Over Private Property Located at 7655 SW Nyberg Street.
6. Recommendations from the Council Committee on Advisory Appointments

E. SPECIAL REPORTS

1. "If I Were Mayor..." Contest Winners Announcement
2. Quarterly Financial Update

F. PUBLIC HEARINGS – Legislative or Other

1. Public Hearing on Proposed Supplemental Budget and Changes to Adopted 2011-2012 Budget

G. PUBLIC HEARINGS – Quasi-Judicial

H. GENERAL BUSINESS

1. An Ordinance Relating to Public Contracting: Amending the Applicable Time Period for the Qualified Pool List
2. An Ordinance Amending Community Design Standards by Removing Core Area Parking District "Impact Fee" Provisions and Amending Off-Street Parking Provisions; and Amending TDC 73.370 (PTA-11-12)
3. An Ordinance Amending the Core Area Parking District Board: Tax Rate and Impact Fees Committee; Repealing TMC 11-3-100 and Amending TMC 11-3 Schedule A and B.

I. 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.

J. COMMUNICATIONS FROM COUNCILORS

K. EXECUTIVE SESSION

L. ADJOURNMENT

City Council Meeting

B. 1.

Meeting

Date:

05/14/2012

ANNOUNCEMENTS

Tualatin Youth Advisory Council Update for May 14, 2012

Attachments

A - PowerPoint - YAC Update

Council Update May 14, 2012

TUALATIN YOUTH ADVISORY COUNCIL

Project F.R.I.E.N.D.S

(Finding Relations in Every New Diverse Student)



Tualatin YAC – Youth Participating in Governance

Project F.R.I.E.N.D.S. 2012



- April 20, 2012
- 300 students from Bridgeport, Byrom and Tualatin Elementary Schools
- 3 anti-bullying lessons
- Washington County Commission on Children and Families

Tualatin YAC – Youth Participating in Governance

Tualatin Youth Summit



- Creating surveys now
- Plan on distributing survey to TuHS students in late spring
- Opportunity for discussion/feedback from students during lunches

Movies on the Commons

- Free, family-friendly movies
- Saturdays in July & August
- YAC helps choose films, sells concessions
- Many thanks to the Tualatin Chamber of Commerce, Community Newspapers, A Group Real Estate, US West Coast Taekwondo, Azimuth Communications and Roxy's Island Grill for sponsoring the movies this summer!



Tualatin YAC – Youth Participating in Governance

Additional YAC Activities

- Arbor Day Celebration
- Library Foundation *Vine to Wine* event
- “If I Were Mayor... contest judging



Tualatin YAC – Youth Participating in Governance

City Council Meeting

B. 2.

Meeting
Date: 05/14/2012

ANNOUNCEMENTS

Proclamation Designating the Week of May 20 - 26, 2012 as Emergency Medical Services Week in the City of Tualatin

Attachments

A - Proclamation EMS Week

Proclamation

Proclamation Designating the Week of May 20 – 26, 2012 as Emergency Medical Services Week in the City of Tualatin

WHEREAS emergency medical services is a vital public service; and

WHEREAS the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

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

The week of May 20 – 26, 2012 is hereby proclaimed Emergency Medical Services Week and everyone in the community is encouraged to observe this week with appropriate programs, ceremonies and activities.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

B. 3.

Meeting
Date: 05/14/2012

ANNOUNCEMENTS

Proclamation Declaring the Week of May 13 - 19, 2012 as National Police Week in the City of Tualatin

Attachments

A - Proclamation National Police Week

Proclamation

Proclamation Declaring May 13 - 19, 2012 as National Police Week in the City of Tualatin

WHEREAS the Congress of the United States of America has designated the week of May 13 – 19, 2012 to be dedicated as “*National Police Week*” and May 15th of each year to be “*Police Memorial Day*” in honor of the Federal, State and Municipal Officers who have been killed or disabled in the line of duty; and

WHEREAS it is known that 173 Officers were killed in the line of duty in 2011, which is a 16% increase from 2010. A total of 26 Officers have been killed since January 1, 2012. Three officers from the state of Oregon were killed within the last 12 months; and

WHEREAS the City of Tualatin is proud of our law enforcement officers and wishes to recognize their commitment to the public safety profession; and

WHEREAS the Tualatin Police Department and officers provide the highest quality services and are committed to the highest professional standards, working in partnership with our citizens, to meet the challenges of reducing crime, creating a safe environment, and improving our quality of life.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that:

Section 1. The week of May 13 – 19, 2012 is hereby proclaimed “*Police Week*” in the City of Tualatin to call attention to Tualatin Police Officers for the outstanding service they provided to our community.

Section 2. The City Council also calls upon our citizens to express their thanks to the men and women who make it possible for us to leave our homes and family in safety each day and return to our homes knowing they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property, and government against all who would violate the law.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting**B. 4.**

Meeting
Date: 05/14/2012

ANNOUNCEMENTS

Proclamation Recognizing the Week of May 20 - 26, 2012 as National Public Works Week in the City of Tualatin

SUMMARY

This is a Proclamation recognizing the week of May 20-26, 2012 as "National Public Works Week" in the City of Tualatin. During this week, we will be celebrating National Public Works Week with a multitude of events including participation with Hazelbrook Middle School, the Tualatin Library and our Operations Department.

Attachments

A - Proclamation - National Public Works Week

Proclamation

Proclamation Declaring May 20 - 26, 2012 as National Public Works Week in the City of Tualatin

WHEREAS public works services in our community are an integral part of our citizens' everyday lives; and

WHEREAS the support of an understanding and informed citizenry is vital to the efficient operation and construction of public works systems such as water, sewer, streets, parks, and drainage; and programs such as building maintenance, park maintenance, emergency management, and solid waste management; and

WHEREAS the health, safety, and comfort of this community greatly depends on design, construction, and maintenance of these facilities and services; and

WHEREAS the quality and effectiveness of these facilities, as well as their planning, design, construction and maintenance is vitally dependent upon the efforts and skill of public works employees and officials; and

WHEREAS the efficiency of the qualified and dedicated personnel who provide public works are materially influenced by the people's attitude and understanding of the importance of the work they perform.

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

Section 1. May 20 through 26, 2012 is proclaimed as *Public Works Week* in the City of Tualatin.

Section 2. Tualatin residents are urged to acquaint themselves with the issues involved in providing our public works services and to recognize the contributions which public works employees and officials make every day to our health, safety, comfort, and quality of life.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Deputy City Recorder

DATE: 05/14/2012

SUBJECT: Approval of the Minutes for the Work Session and Meeting of April 23, 2012

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the Work Session and Meeting of April 23, 2012.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: A - Work Session Minutes of April 23, 2012
B - Meeting Minutes of April 23, 2012



OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR APRIL 23, 2012

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby (arrived at 5:52 p.m.); Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Police Chief Kent Barker; Community Development Director Alice Rouyer; Operations Director Dan Boss; Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy City Manager Sara Singer; Associate Planner Cindy Hahn; Project Engineer Dayna Webb; Engineering Manager Kaaren Hofmann; Management Analyst Ben Bryant; Deputy City Recorder Maureen Smith

1. CALL TO ORDER

Mayor Ogden called the Work Session to order at 5:00 p.m.

2. Review and Finalize List of Transportation System Plan Projects to be Forwarded to the Technical Evaluation Process

Community Development Director Alice Rouyer began the discussion on review and finalization of the list of Transportation System Plan projects. Also present was Theresa Carr, CH2M Hill technical consultants for the Transportation System Plan (TSP). A list of projects to be forwarded to the technical evaluation process has been prepared for the TSP, and the Council is being asked to review the list of projects and determine if additional projects need to be added prior to the evaluation process.

A PowerPoint presentation was made, and Ms. Carr reviewed the project screening process and results. Open houses, online comments and six working groups were created, which included industry and freight, major corridors, neighborhood livability, downtown, bike and pedestrian and transit, resulting in collecting over 200 potential project ideas. From the list of projects a screening process was applied that assessed feasibility among other reasons, resulting in whether to include or not include particular projects. Ms. Carr continued with review and explanation of the screening questions that were asked to determine the current list.

Discussion followed on addressing east/west movement in the City's transportation system. Ms. Carr said the north/south connection is still being considered. Ms. Carr explained that this project appears in more than one working group area, although worded slightly different, and said they will be looking at removing redundancy in the future. Council President Beikman said it was her understanding that Metro has tasked Tualatin to find a northern roadway connection with the removal of the northern arterial (Alternative 7).

Discussion continued. Mayor Ogden commented that this is an organic, community-driven process, and said what comes out of the process needs to be driven by the community, not by the Council. He wants to be certain the public would have the opportunity to weigh-in on the projects. When a community-driven plan is created, if it has been the consensus of the community, it should still be taken through the various models to ensure they meet technical requirements, which in turn could spur additional community process.

Discussion followed. Director Rouyer concluded with the review of the Next Steps as outlined in the PowerPoint.

3. Review and Comment on the Refined Focus Area Boundaries, Transit-Oriented Place Types, and the Constraints and Opportunities Report for the Linking Tualatin Project

Community Development Director Rouyer was present and introduced Associate Planner, Cindy Hahn, project manager for Linking Tualatin.

Associate Planner Hahn made a PowerPoint presentation and reviewed the progress of the project. Information gathering and reports have been completed and meetings/events held. Staff has been working on refining project focus area boundaries and land use types. The information was presented to the Transit Working Group, Tualatin Planning Commission, and the Transportation Task Force for their input. In addition, the Planning Commission reviewed the Constraints and Opportunities Report. The information is presented for review and comment in preparation for the Community Workshop scheduled to occur June 4-7. What is being presented is preliminary at this point and can be subject to change.

The next steps in the project were reviewed. The upcoming Community Workshop in June will be held over the course of four days and will involve staff, consultants, task force members, Planning Commission members, etc. with the discussions in the evening hours geared toward the general public. It was asked and answered that the workshop will be well-publicized and information will be put out as soon as it becomes available. It was asked about the coordination between this project and the Transportation System Plan (TSP), and staff explained that the two projects are working together when the TSP meetings are held each month. One meeting focuses on the TSP, and the other focuses on Linking Tualatin.

Discussion followed and Council wants the assurance that the community will be involved in the high capacity transit process, when and where it will happen. Council President Beikman and Councilor Davis have been involved through this process and explained how the discussions have worked at the TSP meetings on the projects. Council President Beikman commented that it has been a good process and she is impressed with staff, the consultants, and the community.

Discussion continued on the process of reaching the community. Director Rouyer said staff will be back at a future work session with more information.

4. Basalt Creek Transportation Planning / SW 124th Avenue Alignment

Management Analyst Ben Bryant and Washington County Engineer Russ Knobel were present to review the Basalt Creek Transportation evaluation report. A PowerPoint presentation was given reviewing the three Basalt Creek concepts: improve existing roads; diagonal alignment, and east-west alignment.

Analyst Bryant began with a review of Concept 1 alignment and discussion on the 2035 model projection. County Engineer Knobel explained that much of the work that has been done by Metro was completed before the economic downturn.

Analyst Bryant continued with review of Concept 2 and Concept 3, which gives adequate mobility for next 20 years and could supply the anticipated needs. Review continued on the I-5 Connection Component and it was asked if a connection would be included in the concepts. Staff replied it is not included at this point. County Engineer Knobel said that Concept 1 was quickly discarded as it doesn't address future needs, Concept 2 allows for a diagonal alignment, while Concept 3 allows for an extension of Day Road over the freeway.

Analyst Bryant continued with the SW 124th Alignment review. County Engineer Knobel said the direction is whether to move forward with the "red" alignment. He further explained that Washington County plans to do an update on its plan and would include the red alignment, which could then be able to move forward with acquiring right-of-way, etc. It was asked and answered that staff has not heard of any opposition from the property owners, and there has been considerable outreach to the citizenry. Analyst Bryant said of the 49 projects on the MSTIP, the top three are: 1) Basalt Creek, 2) 124th alignment, and 3) Graham's Ferry Road improvements.

Discussion concluded and Council was in agreement with the direction presented by staff.

5. Lake Oswego Urban Growth Boundary Amendment and Concept Planning in Stafford Hamlet

Community Development Director Rouyer began the discussion regarding Lake Oswego's application to Metro for a major amendment to the Urban Growth Boundary (UGB). The request would bring land owned by the City of Lake Oswego into the UGB for park and recreation purposes.

A discussion was held by Lake Oswego and the cities of Tualatin and West Linn and Clackamas County to discuss their application and concept planning in the Stafford Hamlet area. The meeting led to points of discussion on whether the cities had objections to the amendment and that it fits with the overall planning of the Stafford Hamlet area; questions regarding the most appropriate process for the request; and if the new rules apply with the Intergovernmental Agreement between Clackamas County and Metro guiding concept planning for this area.

Director Rouyer noted Clackamas County opposes the request, as stated in the attached letter from the County Board of Commissioners chair, until certain actions are addressed by Lake Oswego. Discussion followed.

Director Rouyer said that Clackamas County is hosting another community forum on May 5, 2012 regarding infrastructure relating to development at Borland and Stafford Roads. Discussion followed on the County's reluctance and unwillingness to involve Tualatin in the discussions on the potential urbanization of the Stafford area. Discussion followed on contacting other agencies for information-gathering and input on the Stafford area.

6. Council Meeting Agenda Review, Communications & Roundtable

CONSENT AGENDA REVIEW

Council reviewed the agenda with no comments or changes.

COMMUNICATIONS FROM COUNCIL

Councilor Bubenik said the second annual Tualatin Library Foundation's Vine2Wine event went very well and was a great event. Councilor Bubenik also noted his participation at a Community Partners for Affordable Housing (CPAH) event that was well-attended.

Councilor Davis mentioned the good work the Community Action Organization (CAO) has done with the Head Start program, among others. They will be holding their annual fundraiser event next month and hopes everyone can attend.

Mayor Ogden adjourned the Work Session at 6:54 p.m.

7. ADJOURNMENT

Sherilyn Lombos, City Manager



Maureen Smith, Recording Secretary



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR APRIL 23, 2012

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Police Chief Kent Barker; Community Development Director Alice Rouyer; Community Services Director Paul Hennon; Deputy City Manager Sara Singer; Senior Planner William Harper; Management Analyst Ben Bryant; Deputy City Recorder Maureen Smith

Attendees: Jennifer Massey, Police Program Coordinator

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was led by Councilor Bubenik.

B. ANNOUNCEMENTS

1. Tualatin Police Department Renewal of Accreditation

Police Chief Kent Barker and Program Coordinator Jennifer Massey were present and made a presentation regarding the Tualatin Police Department's accreditation and subsequent re-accreditation. Accreditation is a method of measuring the performance and accountability of police agencies, with the initial three-year accreditation followed by a more involved re-accreditation process. Chief Barker noted Jennifer Massey manages the program for the department for continued compliance. Chief Barker said Tualatin is one of 28 police agencies in Oregon that are accredited, and noted there is a financial benefit to the City from the insurance provider because of the accreditation.

2. Proclamation Declaring the Week of April 30 - May 4, 2012 as Public Service Recognition Week in the City of Tualatin

Councilor Davis presented a brief background on the work and accomplishments of city employees in what they do for the citizens of Tualatin. Councilor Davis read the Proclamation Declaring the Week of April 30 - May 4, 2012 as Public Service Recognition Week in the City of Tualatin.

3. Walk + Bike to School Day Announcement

Council President Beikman announced the Walk + Bike to School Challenge Event that will be held during the month of May. Walk + Bike activities taking place at the schools were reviewed. Council President Beikman added that there are two events held during the year, one in the spring, and a one-day event in October.

C. CITIZEN COMMENTS

None.

D. CONSENT AGENDA

MOTION by Council President Monique Beikman, SECONDED by Councilor Joelle Davis to adopt the Consent Agenda as read.

Vote: 7 - 0 MOTION CARRIED

1. Approval of the Minutes for the Work Session and Meeting of April 9, 2012
2. Approval of a New Liquor License Application for Big Al's Steaks - Tualatin
3. Approval of 2012 Liquor License Renewals Late Submittal
4. Approval of a Change in a Liquor License Application Greater Privilege for Morso
5. Resolution No. **5094-12** Authorizing an Intergovernmental Agreement (IGA) with Portland Metropolitan Area Transportation (PMAT) Cooperative for Equipment and Services

E. SPECIAL REPORTS

F. PUBLIC HEARINGS – Legislative or Other

1. Amending the Tualatin Development Code (TDC) Chapter 73 - Community Design Standards - Removing Core Area Parking District "Impact Fee" Provisions.
Amending TDC 73.370 - Off-Street Parking Provisions, Plan Text Amendment
PTA-11-12
-

Mayor Ogden opened the legislative public hearing.

Senior Planner Will Harper presented the staff report and entered the entire staff report into the record. Plan Text Amendment 11-12 amends the Tualatin Development Code (TDC) to remove the Core Area Parking District (CAPD) "Impact Fee" provisions, and amend TDC 73.370, Off-Street Parking Provisions. He explained the "fee in lieu" provisions allow development in the CAPD to reduce required on-site parking by paying an "Impact Fee" for each required parking stall not constructed by the development. The funds collected as parking "Impact Fee" are available for construction of parking improvements, however the accumulated "Impact Fee" funds are not available for operations or maintenance. The Core Area Parking District Board and the Tualatin Planning Commission voted approval of the amendment.

Staff recommends that Council accept the staff report and direct staff to prepare an ordinance granting PTA-11-12.

Tualatin Planning Commission Member Alan Aplin was present and noted it was a logical decision and it makes sense to discontinue the fee. Mr. Aplin said when this was discussed at their meeting, two people were present and asked a few questions, but that did not address the issue of the fee. All five members of the Planning Commission voted in favor of eliminating the fee.

PROPONENTS/OPPONENTS - None.

COUNCIL DISCUSSION

Mayor Ogden closed the oral portion of the public hearing.

MOTION by Council President Monique Beikman, SECONDED by Councilor Ed Truax to adopt the staff report and direct staff to prepare an ordinance granting Plan Text Amendment PTA-11-12.

Vote: 7 - 0 MOTION CARRIED

- G. PUBLIC HEARINGS – Quasi-Judicial**
- H. GENERAL BUSINESS**
- I. ITEMS REMOVED FROM CONSENT AGENDA**
- J. COMMUNICATIONS FROM COUNCILORS**

Council President Beikman mentioned the success of the Tualatin Youth Advisory Council's Project F.R.I.E.N.D.S (*Finding Relations In Every New Diverse Student*) that was held. A grant received from the Washington County Commission on Children and Families enables the Youth Advisory Council to put together an event addressing anti-bullying and to help address issues faced by middle schoolers.

Councilor Bubenik thanked the members of the Tualatin Library Foundation for a successful 2nd Annual Vine2Wine Event fundraiser. Councilor Bubenik also recognized Library Manager Abigail Elder for her all her help and assistance on the event. Next year's event date is set for April 20, 2013.

K. EXECUTIVE SESSION

L. ADJOURNMENT

MOTION by Council President Monique Beikman, SECONDED by Councilor Ed Truax to adjourn the meeting at 7:26 p.m.

Vote: 7 - 0 MOTION CARRIED

Sherilyn Lombos, City Manager

A handwritten signature in cursive script that reads "Maureen Smith".

Maureen Smith / Recording Secretary



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 05/14/2012

SUBJECT: Resolution Authorizing Bancrofting of Transportation Development Tax Related to the Stafford Hills Club and Authorizing the City Recorder to Enter Certain Real Properties Within the City of Tualatin onto the City of Tualatin Lien Docket

ISSUE BEFORE THE COUNCIL:

Whether to authorize Bancroft Bonding for the Transportation Development Tax (TDT) associated with the Stafford Hills Club to be located at 5916 SW Nyberg Lane.

RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the acceptance of an application to pay the TDT in installment payments and establishing the interest rate for the unpaid balance.

EXECUTIVE SUMMARY:

Stafford Hills Properties, LLC is constructing the Stafford Hills Club at 5916 SW Nyberg Lane and has requested that they be able to pay their TDT related to the project in installment payments.

In September 2010, James Zupancic requested the ability to utilize bancrofting, which was allowed under Tualatin Municipal Code 2-4-040(3) at the time of the request. TMC 2-4-040(3) allowed for installment payment agreements for a street systems development charge of \$5,001 or more for up to 10 years at an interest rate as determined by the city financial officer. In addition, TMC 2-6-100(1) allowed that an owner of a commercial property may apply for installment payments. In November 2010, based upon previous Council direction, TMC 2-4-040(3) was removed from the Municipal Code and TMC 2-6-100 was amended to no longer allow for bancrofting for commercial, industrial and multi-family residential property.

Oregon Revised Statutes (ORS) chapter 223 and the Tualatin Municipal Code, at the time of the original request, allowed the property owner to pay system development charges in installment payments under the Bancroft Bonding Act, which essentially allows the property owner or developer to finance these charges through the City. Interest is set by Council resolution and is proposed at an interest rate of 7%. Payment terms will require semi-annual principal and interest payments, for a term not to exceed ten years, beginning prior to the date an occupancy

permit is issued (projected to be in November 2012).

OUTCOMES OF DECISION:

If adopted, this resolution allows Stafford Hills Properties, LLC to enter into an agreement to pay the Transportation Development Tax related to the Stafford Hills Club in installment payments.

FINANCIAL IMPLICATIONS:

The TDT revenue will not be available for immediate use on projects. If situations arise where this revenue is needed before the installment payments are made, the City could borrow the funds for projects and use the installment payments to partially make debt payments on the loan.

The amount of the TDT is \$329,804.16, which will bring in approximately \$16,490, plus interest, every 6 months. The 5% administrative and overhead fee per TMC Chapter 2-7, will also be collected over the time of the payments.

[illegible]

RESOLUTION NO. _____

RESOLUTION AUTHORIZING BANCROFTING OF TRANSPORTATION DEVELOPMENT TAX RELATED TO THE STAFFORD HILLS CLUB AND AUTHORIZING THE CITY RECORDER TO ENTER CERTAIN REAL PROPERTIES WITHIN THE CITY OF TUALATIN ONTO THE CITY OF TUALATIN LIEN DOCKET

WHEREAS, ORS Chapter 223 and TMC Chapter 2-7 allow a property owner to pay system development charges in installment payments under the Bancroft Bonding Act; and

WHEREAS, Stafford Hills Properties, LLC has asked that the City allow for payment of the Transportation Development Tax for the Stafford Hills Club in installment payments; and

WHEREAS, the City Council has the authority to approve the application from Stafford Hills, LLC for installment payments for their system development charges and set the appropriate interest rate and terms for these payments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TUALATIN that:

Section 1. The City Council directs staff to accept the application from Stafford Hills, LLC for semi-annual principal and interest payments, for a period not to exceed ten years, at an interest rate equal to 7%.

Section 2. The City Recorder is authorized to enter the affected properties into the City's Lien Docket.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

BY _____
Mayor

ATTEST:

BY _____
City Recorder



APPLICATION FOR INSTALLMENT PAYMENTS

Date _____

To the City of Tualatin:

I/we hereby apply to pay the Transportation Development Tax (TDT) of \$329,804.16, in 20 semi-annual installments, which will include interest on the unpaid balance. The charges apply to property described as Tax Map 21E19C, Tax Lot 900, located at 5916 SW Nyberg Lane.

The interest to be charged on the installment payments, and for delinquent payment of such installments, shall be determined by the city financial officer at the time of application. I/we agree to pay the interest rate, so established, on all unpaid assessments, together with a five per cent general administrative and overhead expense charge per TMC Chapter 2-7. There will be no prepayment penalty.

The City shall have first lien upon the described parcel for the amount of the TDT together with the interest due on the unpaid balance. The lien shall be enforceable in the manner provided by ORS Chapter 223.

I/we declare that I/we have the authority to assent to the imposition of a lien on the described parcel as owner of the property, and I/we acknowledge that my/our property interest is adequate to secure payment of the lien by attaching a copy of the deed, mortgage or contract relative to the above described property.

I/we waive all rights to contest the validity of the lien, except for the correction of computational errors.

Applicant's Signature

Applicant's Signature

Stafford Hills Properties, LLC

Typed name of Applicant

Typed name of Applicant

4949 Meadows Road, Suite 600, Lake Oswego, OR 97035

Address of Applicant(s)

503-968-8200

Telephone No. of Applicant(s)

Stafford Hills Club
Bancroft Bonding Payment Plan

Principal Amount \$ 329,804.16
Interest Rate 7.00%
Administrative/Overhead Fee \$ 16,490.21

Start Date 11/20/12
Semi-annual Principal and Interest

	Interest	Principal	Admin Fee	Payment	Balance
05/20/13	\$ 11,607.27	\$ 16,490.21	\$ 824.51	\$ 28,921.99	\$ 313,313.95
11/20/13	\$ 11,209.68	\$ 16,490.21	\$ 824.51	\$ 28,524.40	\$ 296,823.74
05/20/14	\$ 10,446.55	\$ 16,490.21	\$ 824.51	\$ 27,761.27	\$ 280,333.54
11/20/14	\$ 10,029.71	\$ 16,490.21	\$ 824.51	\$ 27,344.43	\$ 263,843.33
05/20/15	\$ 9,285.82	\$ 16,490.21	\$ 824.51	\$ 26,600.54	\$ 247,353.12
11/20/15	\$ 8,849.74	\$ 16,490.21	\$ 824.51	\$ 26,164.46	\$ 230,862.91
05/20/16	\$ 8,169.98	\$ 16,490.21	\$ 824.51	\$ 25,484.70	\$ 214,372.70
11/20/16	\$ 7,669.78	\$ 16,490.21	\$ 824.51	\$ 24,984.50	\$ 197,882.50
05/20/17	\$ 6,964.36	\$ 16,490.21	\$ 824.51	\$ 24,279.08	\$ 181,392.29
11/20/17	\$ 6,489.81	\$ 16,490.21	\$ 824.51	\$ 23,804.53	\$ 164,902.08
05/20/18	\$ 5,803.64	\$ 16,490.21	\$ 824.51	\$ 23,118.36	\$ 148,411.87
11/20/18	\$ 5,309.85	\$ 16,490.21	\$ 824.51	\$ 22,624.57	\$ 131,921.66
05/20/19	\$ 4,642.91	\$ 16,490.21	\$ 824.51	\$ 21,957.63	\$ 115,431.46
11/20/19	\$ 4,129.88	\$ 16,490.21	\$ 824.51	\$ 21,444.60	\$ 98,941.25
05/20/20	\$ 3,501.42	\$ 16,490.21	\$ 824.51	\$ 20,816.14	\$ 82,451.04
11/20/20	\$ 2,949.91	\$ 16,490.21	\$ 824.51	\$ 20,264.63	\$ 65,960.83
05/20/21	\$ 2,321.45	\$ 16,490.21	\$ 824.51	\$ 19,636.17	\$ 49,470.62
11/20/21	\$ 1,769.95	\$ 16,490.21	\$ 824.51	\$ 19,084.67	\$ 32,980.42
05/20/22	\$ 1,160.73	\$ 16,490.21	\$ 824.51	\$ 18,475.45	\$ 16,490.21
11/20/22	\$ 589.98	\$ 16,490.21	\$ 824.51	\$ 17,904.70	\$ -
Total	\$ 122,902.44	\$ 329,804.16	\$ 16,490.21	\$ 469,196.80	



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Merab Walker, Office Coordinator
Kent W. Barker, Chief of Police

DATE: 05/14/2012

SUBJECT: Resolution to Adopt an Amendment to the Intergovernmental Agreement Between Tri-County Metropolitan Transportation District of Oregon, and the City of Portland for Transit Police Services

ISSUE BEFORE THE COUNCIL:

The adoption of this resolution will amend an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District (TriMet) and the City of Portland to add specific contract language for the potential use of federal grant funds. The language will bring the contract into full compliance with the Department of Homeland Security.

RECOMMENDATION:

It is recommended that this amendment be approved to update the agreement to be in full compliance for the potential to use federal grant funds.

EXECUTIVE SUMMARY:

The Intergovernmental Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and the City of Tualatin, Oregon requires an amendment of specific contract language. TriMet is required to include this language in all contracts that may use Department of Homeland Security grant funds. Unfortunately, this language was inadvertently omitted in the agreement. This amendment brings the agreement into full compliance.

This is standard language for contracts that potentially use Federal grant funds. The changes are as follows:

1. This Agreement is funded in part by a U.S. Department of Homeland Security Transit Security Grant between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

Attachment A is the original IGA between Tualatin Police and TriMet.

Attachment B is the amendment to the original agreement, listed as Exhibit A above.

FINANCIAL IMPLICATIONS:

No financial implications.

Attachments: A - Intergovernmental Agreement Transit Police
 B - Amendment
 C - Resolution

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF
OREGON, THE CITY OF PORTLAND AND THE CITY OF TUALATIN FOR TRANSIT
POLICE SERVICES
Contract No. 10-0822**

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

RECITALS

1. TriMet, Portland and the City of Tualatin ("the parties") seek to expand the TriMet Transit Police Division to increase safety and security operations on the TriMet transit system, in particular on the Westside MAX and agree that a focused presence of additional police personnel on the Westside MAX and transit system would be an effective measure to expand and enhance transit system safety and security.
2. The parties have established a Westside TriMet Transit Police community policing program to expand and enhance safety and security on the transit system and Westside MAX.

AGREEMENT

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from July 1, 2010 through June 30, 2011. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2015, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits 1 through 4.
3. **TERMINATION**
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient monies to pay the City of Tualatin for their services under this Agreement, TriMet must notify the City of Tualatin and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

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

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

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ENTIRE AGREEMENT: This Agreement incorporates by reference and makes all of the terms and conditions of the Exhibits 1 through 4 attached hereto a part of this Agreement and constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
11. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

THE CITY OF TUALATIN
18880 SW Martinazzi Ave.
Tualatin, Or. 97062

CITY OF PORTLAND
1211 SW 4th Ave.
Portland, Or. 97204

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)
4012 SE 17th Ave.
Portland, Or. 97202



Lou Ogden
Mayor

April 12, 2010

Date

Sam Adams
Mayor

Date

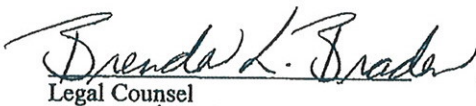
Shelly Lomax
Executive Director, Operations

Date

Lavone Griffin-Valade
Auditor

Date

Approved as to form:



Legal Counsel

Linda Meng, City Attorney

TriMet Legal Counsel

4/13/10
Date

Date

Date

Exhibits:

- Exhibit 1 – Transit Police Division Administration & Operations
- Exhibit 2 – Transit Police Division Staffing Letter
- Exhibit 3 – Transit Police Division Personnel Operations (Westside Precinct)
- Exhibit 4 – Transit Police Westside Precinct

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, the City of Tualatin will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among City of Tualatin Chief of Police, the Transit Police Division Commander, and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The City of Tualatin personnel assigned to the Division will remain employees of the City of Tualatin and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) On-Board Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
 - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
 - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
 - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
 - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
 - (6) Targeting: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

- b. Westside Precinct Operations: See attached Exhibit 4.
- c. Agency Cooperation and Coordination:
 - (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, the City of Tualatin are coordinated and effective.
 - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
 - (3) The City of Tualatin agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. The City of Tualatin agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to the City of Tualatin, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- d. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- e. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. The City of Tualatin agrees that the work and operations of the Division, including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of the Agreement, and specifically any obligations of TriMet as Lessee.

3. REIMBURSEMENT OF COSTS

- a. Costs: The City of Tualatin must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. The City of Tualatin shall invoice TriMet monthly for all such Division personnel. Administrative fees charged by the City of Tualatin to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel assigned to the Division. TriMet agrees to compensate the City of Tualatin within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 SE 17th Avenue, Portland, OR 97202.

- b. Amount: Before April 1st of each year of this Agreement, the City of Tualatin must submit to TriMet a proposed annual budget for the operation of the Division for the next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

EXHIBIT 2

TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Chief of Police
The City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR 97062

RE: The City of Tualatin Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the June 1, 2010 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and the City of Tualatin, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the City of Tualatin to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2010, To-Date

- from (effective date of agreement), 2010 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s))
- from (date) to (effective date of this staffing change) etc. (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

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

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

Sincerely,

Shelly Lomax
Executive Director, Operations
TriMet

Agreed to by the City of Tualatin:

Agreed to by City of Portland:

Police Chief

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS (WESTSIDE PRECINCT)

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

THE PARTIES AGREE THAT:

1. Current and future City of Tualatin officers assigned to the Westside Precinct will use their City of Tualatin date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future City of Tualatin officers assigned to the Westside Precinct will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position he/she formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to manpower needs and maintaining efficiency of the Westside Precinct, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Westside Precinct shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.
9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Westside Precinct supervisor. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Westside Precinct will forward a copy of the Transfer Request Form to the location of the anticipated transfer.
10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Section 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.
11. When the Westside Precinct knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Westside Precinct shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.
12. The Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Westside Precinct's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.
13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.
14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Westside Precinct with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.
15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Westside Precinct, assignments shall be offered to the most senior officer. Except for an emergency, the Westside Precinct shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.
 - A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

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

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

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

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

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

20. **Citizen Complaints.** All citizen complaints concerning the City of Tualatin officers to be referred to the City of Tualatin and finding copied to the Commander, Transit Police Division. The City of Tualatin agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about the City of Tualatin officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning the City of Tualatin officers who work in the Transit Police Division.

- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with the City of Tualatin labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary an appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the City of Tualatin and the City of Tualatin Police Officer's Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4

TRANSIT POLICE DIVISION WESTSIDE PRECINCT

The cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tualatin and Washington County (the "Westside Precinct" or "WP parties"), TriMet and Portland have agreed to a Transit Police Westside Precinct community policing program, to expand and enhance safety and security on the transit system and westside MAX in particular.

The Westside Precinct will be implemented in accordance with the following understandings of the WP parties:

- A. The priority of the Westside Precinct will be to provide a focused police presence on the westside MAX and transit system. Every effort will be made to deploy the Westside Precinct officers onto the MAX trains and stations, and buses serving the westside of the TriMet service district.
- B. The Westside Precinct will be under the overall operational structure and command of the Transit Police Division, adopting uniform methods, policies and practices, while providing the Westside Precinct officers autonomy and decision-making on deployment that focuses on policing of local jurisdictions with individualized local knowledge of the Westside Precinct. Day-to-day operation of the Westside Precinct will be under the command of the Transit Police Division, for coordination and communication of resources and operations. The Westside Precinct supervisor will communicate directly to the Transit Police Division lieutenant to facilitate this.
- C. Effective communication within the TriMet Transit Police Division ("Transit Police Division") is of the highest priority. To this end, a command level officer from the Hillsboro or Beaverton Police, or Washington County Sheriff department or Cornelius, or Forest Grove or Tualatin, will be appointed as Westside Precinct liaison to the Transit Police Division Command. TriMet Transit Police Division deployment plans and decisions will be jointly developed and determined by the Westside Precinct and Transit Police Division Command and Control, in conjunction with TriMet in accordance with general principles set forth in Exhibit 1.
- D. The deployment priority of Westside Precinct officers to the westside MAX and transit system is intended to permit existing Transit Police Division officers to focus on security needs elsewhere on the TriMet transit system. However, existing Transit Police Division officers will augment Westside Precinct officers, when determined necessary by overall Transit Police Division coordination described in Section E. In extreme emergencies, Westside Precinct officers will be available for deployment in other locations of the TriMet transit system where needed; and existing Transit Police Division officers will be available for deployment on the westside transit system where needed.
- E. Officers assigned by the WP parties to the Westside Precinct are prohibited from transfer and cannot be bumped from the Westside Precinct without prior authorization by the WP parties.

- F. Operational equipment and facilities necessary for Westside Precinct operations, including facility base for operations, base furnishings and computer equipment, and police vehicles, may be effected by separate agreement between the respective WP party and TriMet, with reimbursement of costs directly by TriMet to the respective WP party.
- G. The WP parties shall establish performance measures to monitor and evaluate the Westside Precinct operations. Performance measures may include:
1. Presence Ratio: percentage of total Westside Precinct officer worked hours, spent on-board westside MAX vehicles or on-site at westside MAX public transit facilities, and on buses or at bus stops, for the month or year.
 2. Citations: number of citations issued on westside MAX, buses or platforms for the month or year.
 3. Fares Inspected: number of westside MAX and bus customers checked by Westside Precinct officers for valid proof of fare payment for the month or year.
 4. Exclusions: number of TriMet exclusions or interdiction commands issued on Westside MAX and buses for the month or year.
 5. Reported Crime: number of all crimes reported on westside MAX, buses or TriMet property for the month or year.
 6. Arrests: number of arrests on westside MAX, buses or TriMet property for the month or year.
 7. Commendations/Complaints: number of complaints and commendations received by TriMet pertaining to Westside Precinct operations for the month or year.
 8. Perceived Security: public confidence in safety and security of westside MAX, buses or TriMet property as measured by TriMet survey of transit system customers and the public.
 9. Reports Written: number of reports written for the month in support of arrests or calls for service.
 10. Field Interview Cards: number of FIR cards for the month based on subject stops and contacts.

**INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON (TRIMET), THE CITY OF PORTLAND
AND THE CITY OF TUALATIN, OREGON**

10-0822, AMENDMENT NO. 1

This Amendment No. 1 amends the July 1, 2010 Intergovernmental Agreement ("Agreement"), among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland ("Portland") and the City of Tualatin ("Tualatin") (collectively referred to as the "Parties") for provision of Transit Police Division ("Transit Police") services, effective September 1, 2011.

The Parties agree as follows:

1. This Agreement is funded in part by a U.S. Department of Homeland Security Transit Security Grant between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

The individuals signing below represent and warrant that they have authority to bind the party for which they sign.


THE CITY OF TUALATIN
18880 SW Martinazzi Ave.
Tualatin, Or. 97062

CITY OF PORTLAND
1211 SW 4th Ave.
Portland, Or. 97204

**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON (TRIMET)**
4012 SE 17th Ave.
Portland, Or. 97202

Lou Ogden
Mayor

Sam Adams
Mayor


Harry Saportax
Safety & Security Executive

Date

Date

24 APRIL 2012
Date

Lavone Griffin-Valade
Auditor

Date

Approved as to form:

Legal Counsel

City Attorney

TriMet Legal Counsel

Date

Date

Date

4/24/12

EXHIBIT A
U.S. DEPARTMENT OF HOMELAND SECURITY TRANSIT SECURITY GRANT CONTRACT
REQUIREMENTS

As used below, the term "Contractor" shall mean the City of Tualatin, Or.

DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security programs, application processing procedures, and Project management guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or it's Office of Domestic Preparedness.
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

I. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the following standard requirements, the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with these requirements:

Administrative Requirements:

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the provisions set forth in this Exhibit A
- 44 CFR part 10, Environmental Considerations

Cost Principles:

- 2 CFR Part 225, Cost Principles for State, Local, and Indian tribal Governments (formerly OMB Circular A-87)

Audit Requirements:

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

- B. Contractor shall at all times comply with all applicable regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the Transit Security financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

II. ACCESS TO RECORDS

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 49 CFR Part 29. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

IV. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

V. **CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

VI. **NOTICE OF REPORTING REQUIREMENTS**

Contractor shall comply with the reporting requirements of Homeland Security stated in 44 C.F.R. §§ 13.40 et seq. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VII. COPYRIGHTS

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VIII. PATENT RIGHTS

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

IX. ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

X. ENVIRONMENTAL REQUIREMENTS

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.

- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor will comply with Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- D. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by Homeland Security.

CERTIFICATION
REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, the City of Tualatin, Oregon, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this ____ day of _____, 20 ____

By: _____
(Signature of authorized official)

(Title of authorized official)

RESOLUTION NO. _____

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

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

Section 1. The City Council approves and accepts the attached amendment to the Intergovernmental Agreement between the Tri-County Metropolitan Transportation District (TriMet) and the City of Portland to add contract language for the potential use of federal grant funds. The language will bring the contract into full compliance with the Department of Homeland Security.

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

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Tony Doran, Engineering Associate
Kaaren Hofmann, Engineering Manager

DATE: 05/14/2012

SUBJECT: Resolution Authorizing a Revocable Permit to Allow Potted Plants Within the Right-of-Way on SW Boones Ferry Road and SW Seneca Street Adjacent to the Robinson Crossing II Building

ISSUE BEFORE THE COUNCIL:

City Council will consider whether to authorize a revocable permit to allow potted plants within the right-of-way on SW Boones Ferry Road and SW Seneca Street adjacent to the Robinson Crossing II Building.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution authorizing the revocable permit.

EXECUTIVE SUMMARY:

An Architectural Review (AR 08-12) allowed development of the Robinson Crossing II Building on the northeast corner of SW Boones Ferry Road and SW Seneca Street. The building setback to the right-of-way ranges from 0.5 feet to 2 feet. The public sidewalks extend to the edge of the right-of-way. Private pavers are constructed in the area between the back of the public sidewalks to the building. The developer would like to install potted plants adjacent to the building. Due to the limited space between the face of the building and the back of the public sidewalk, these potted plants would be within the right-of-way. The developer has requested a revocable permit to install potted plants within right-of-way.

The attached Revocable Permit allows potted plants within right-of-way on SW Boones Ferry Road and SW Seneca Street adjacent to the Robinson Crossing II Building with the following restrictions and requirements:

- Permittee shall keep and maintain the areas free from all conditions that create a risk of injury or damage to those lawfully using the area and shall indemnify and hold the City, its officers, agents, and employees harmless from any claims for injury, damage, or loss of whatsoever nature arising out of or related to the use of the permit area.

- At all times during the term of this permit, Permittee shall obtain and continue to carry all appropriate public liability and property damage insurance.
- Permittee shall obtain applicable permits at Permittee's expense.
- Permittee shall provide all necessary maintenance and repair of the public right-of-way, sidewalk, walkways, landscaping, street trees and grates, and irrigation located adjacent to and within the Revocable Permit area to the satisfaction of the City.
- The potted plants shall be located so that a path over public sidewalk at least 6 feet wide is available at all times.

The areas allowed for the potted plants are shown on the attached Vicinity Map.

FINANCIAL IMPLICATIONS:

There are no financial implications associated with this revocable permit.

Attachments: Permit
 Vicinity Map
 Resolution

REVOCABLE PERMIT

The City of Tualatin, Oregon ("City") grants a revocable permit to David Emami ("Permittee") for the purposes of and subject to the conditions stated.

This permit is granted for the purpose of allowing potted plants within right-of-way on SW Boones Ferry Road and SW Seneca Street adjacent to the Robinson Crossing II Building. The locations of the potted plants are shown on the attached Vicinity Map. The potted plants are identified by the circles adjacent to the Robinson Crossing II Building.

This permit is granted subject to the following conditions:

- (1) Permittee shall keep and maintain the areas free from all conditions that create a risk of injury or damage to those lawfully using the area and shall indemnify and hold the City, its officers, agents, and employees harmless from any claims for injury, damage, or loss of whatsoever nature arising out of or related to the use of the permit area.
- (2) At all times during the term of this permit, Permittee shall obtain and continue to carry public liability and property damage insurance in a responsible company with limits of not less than \$500,000.00 for injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$100,000.00 for damage to property (or, a single premium and limits policy providing the same coverages) issued by a company or companies authorized to issue such policies in Oregon and naming the City as an insured on said policy or policies of insurance. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days written notice to City prior to any change or cancellation shall be furnished to the City prior to Permittee's occupancy of the permit area.
- (3) Permittee shall obtain applicable permits at Permittee's expense.
- (4) Permittee shall provide all necessary maintenance and repair of the public right-of-way, sidewalk, walkways, landscaping, street trees, & grates, and irrigation located adjacent to and within the Revocable Permit area to the satisfaction of the City.
- (5) The potted plants shall be located so that a path over public sidewalk at least 6 feet wide is available at all times.

This Permit may be revoked by the City upon:

(1) A determination of the City Council that the Permittee has violated or failed to satisfy any of the conditions of this permit, or

(2) Upon determination by the City Council that the permit area is required for public purposes, the City Council shall provide written notice of revocation that shall be effective, without further action of either party, 120 days after the date of the notice.

If the City Council declares a revocation of this permit under subparagraph (1), the written declaration shall be mailed to Permittee at the Permittee's address shown on the records of the Washington County Department of Assessment and Taxation. The revocation shall be effective ten (10) days after the date of the written declaration. All rights and interests of the Permittee shall automatically terminate upon the effective date of the revocation.

Prior to the effective date of revocation of this permit, the Permittee, at its expense, shall cause all improvements to be removed from the permit area if so requested in the Declaration of Revocation and re-establish area to its pre-existing condition.

This Permit is granted for the benefit of and the heirs, successors in interest and assigns of the Permittee who shall be bound by the conditions of this Permit.

IN WITNESS WHEREOF, the parties have executed this instrument on the date indicated below.

CITY OF TUALATIN, OREGON

ROBINSON CROSSING, LLC

BY _____
Mayor

BY _____
David Emami, Managing Member

Date

Date

ATTEST:

BY _____
City Recorder

Date

STORMDRAIN AND WATERLINE ASBUILT OF PHASE 1

- ① 10" 45° BEND CONNECTED TO 10" MANHOLE ADAPTOR
- ② 10" C900 PIPE
- ③ 8" 45° BEND CONNECTED TO 8" REDUCER
- ④ STORMFILTER
- ⑤ EXISTING 8" MAIN
- ⑥ 16LF 1" COPPER LINE (ROBINSON BUILDING 1)
- ⑦ 15LF 1" COPPER LINE (ROBINSON BUILDING 1)
- ⑧ EXISTING 4LF 2" COPPER LINE (ROBINSON BUILDING 2)
- ⑨ 8" GATE VALVE
- ⑩ 2" GATE VALVE
- ⑪ 2' BLOWOFF

CONSTRUCTION NOTES:

- (A) REMOVE EXIST. DRIVEWAY AND REPLACE WITH NEW SIDEWALK PANELS, BACK OF SIDEWALK TO FLUSH WITH NEW BUILDING WALLS.
- (B) REMOVE SIDEWALK AND REPLACE WITH NEW DRIVEWAY APPROACH PER CITY OF TUALATIN DETAIL # 441
- (C) ABANDONED SANITARY MANHOLE
- (D) ABANDONED EXISTING WATER METER AS DIRECTED
- (E) RELOCATE VERIZON AND COMCAST PADS.
- (F) EXISTING STREET LIGHT TO BE REMOVED AND DELIVERED TO C.O.T. "OPERATIONS" YARD.
- (F) EXISTING STREET LIGHT TO REMAIN.
- (G) REMOVE EXISTING TREE AND RELOCATE TO G2.
- (G) EXISTING TREE TO REMAIN.
- (G2) NEW LOCATION OF RELOCATED TREE, EXTEND IRRIGATION LINE TO COMPLY PER DETAILS ON SH # 4
- (H) UTILITY VAULT TO BE RELOCATED BY OTHERS.
- (I) CONNECT TO NEW SANITARY STUBS AT R.O.W.

approximate location of existing
sanitary line to be abandoned
after the activation of new lines

SW SENECA ST

NEW SAN MH BY CITY OF TUALATIN

NEW 8" 200± LF BY CITY OF TUALATIN

3 SANITARY LATERALS BY OTHERS

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A REVOCABLE PERMIT TO
ALLOW POTTED PLANTS WITHIN RIGHT-OF-WAY ON SW
BOONES FERRY ROAD AND SW SENECA STREET
ADJACENT TO THE ROBINSON CROSSING II BUILDING

WHEREAS the attached Revocable Permit is for the purpose of allowing potted plants within right-of-way on SW Boones Ferry Road and SW Seneca Street adjacent to the Robinson Crossing II Building, and

WHEREAS an Architectural Review (AR 08-12) allowed development of the Robinson Crossing II Building on the northeast corner of SW Boones Ferry Road and SW Seneca Street, and

WHEREAS the approved Architectural Review is for the entire lot developed as a structure, and

WHEREAS the property owner, David Emami, requests the use of SW Boones Ferry Road and SW Seneca Street for potted plants, and

WHEREAS the location and size of proposed potted plants will not reduce the useable width of the public sidewalk to violate ADA compliance.

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

Section 1. The attached Revocable Permit is approved and the Mayor is authorized to sign the permit for the purposes stated in this resolution.

Section 2. This Revocable Permit will be automatically revoked if the City Council determines the full width of SW Boones Ferry Road and SW Seneca Street is needed for public purposes.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

By _____
Mayor

ATTEST:

By _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Tony Doran, Engineering Associate
Kaaren Hofmann, Engineering Manager

DATE: 05/14/2012

SUBJECT: Resolution Allowing the Mayor to Sign a Quitclaim of a Public Easement Over Private Property Located at 7655 SW Nyberg Street.

ISSUE BEFORE THE COUNCIL:

To adopt a resolution allowing the Mayor to sign a quitclaim of a public easement over property located at 7655 SW Nyberg Street.

RECOMMENDATION:

Adopt a resolution allowing the Mayor to sign a quitclaim of a public easement over property located at 7655 SW Nyberg Street.

EXECUTIVE SUMMARY:

City Council accepted Resolution no. 74-17 on August 26, 1974 for a public utility easement for water, sanitary sewer, and stormwater lines over the K-Mart leased private property. Multiple redevelopments have occurred over time on and adjacent to this location. The existing easement document does not match the current locations of constructed public sanitary sewer, stormwater, and water lines and maintenance access to those lines. Additionally, it provides public utility easements over public sanitary sewer and stormwater lines no longer needed to remain public.

Additionally, the Memorial Garden east of City Hall encroaches onto private property to the east.

Nyberg Limited Partnership intends to record a new easement document that will create on their property:

- Public sanitary sewer, stormwater, and water line easements and maintenance access easements that match the current locations of existing public sanitary sewer, stormwater, and water lines and maintenance access to these lines
- An easement to allow the Memorial Garden to encroach onto private property east of City Hall

After recording the new easement document, the existing public easement document will no longer be needed to provide public services. The existing easement document provides restrictions for future development. Approval of a quitclaim of this easement will provide easements for public sanitary sewer, stormwater, and water as needed over existing lines, add an easement for the City Hall Memorial Garden, and remove unneeded easement restrictions for future development.

OUTCOMES OF DECISION:

If Council approves the resolution, newly-granted easement documents will accurately reflect the locations of the current utility easements and the old, inaccurate easements will no longer exist.

If the Council does not approve the resolution, the old, inaccurately-described easements will remain in place and no new easements will be recorded.

FINANCIAL IMPLICATIONS:

The new easement document indicates the cost of \$1 for the transfer.

Attachments: Quitclaim Resolution
Existing Easements
Proposed Easements
Quitclaim
Memorial Garden
Public Utilities
Sanitary Sewer and Access

RESOLUTION NO. _____

RESOLUTION ALLOWING THE MAYOR TO SIGN A QUITCLAIM OF A PUBLIC
EASEMENT OVER K-MART LEASED PRIVATE PROPERTY

WHEREAS the City Council has adopted Resolution 74-17 accepting water, sewer, and storm drain easements and bargain and sale deed for utility lines, valves, and appurtenances within K-Mart leased property; and

WHEREAS the easements adopted by City Council as a Recorded Document no longer accurately reflects the current utility locations; and

WHEREAS, new easements are being recorded concurrently to accurately reflect where the utilities are now located to replace the currently-existing easements; and

WHEREAS the City Council has reviewed the quitclaim of the currently-existing public easements; and

WHEREAS the Council finds that the recommendations of the City Engineer should be accepted and the quitclaim approved.

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

Section 1. The quitclaim of the public easements (Recorded Document #11416, Book 1005, Page 51, Washington County, Oregon) as shown on Exhibit A (attached) is adopted and by this reference incorporated herein.

Section 2. This quitclaim is effective upon recording of the replacement easement.

INTRODUCED AND ADOPTED this ____ day of _____, 2012.

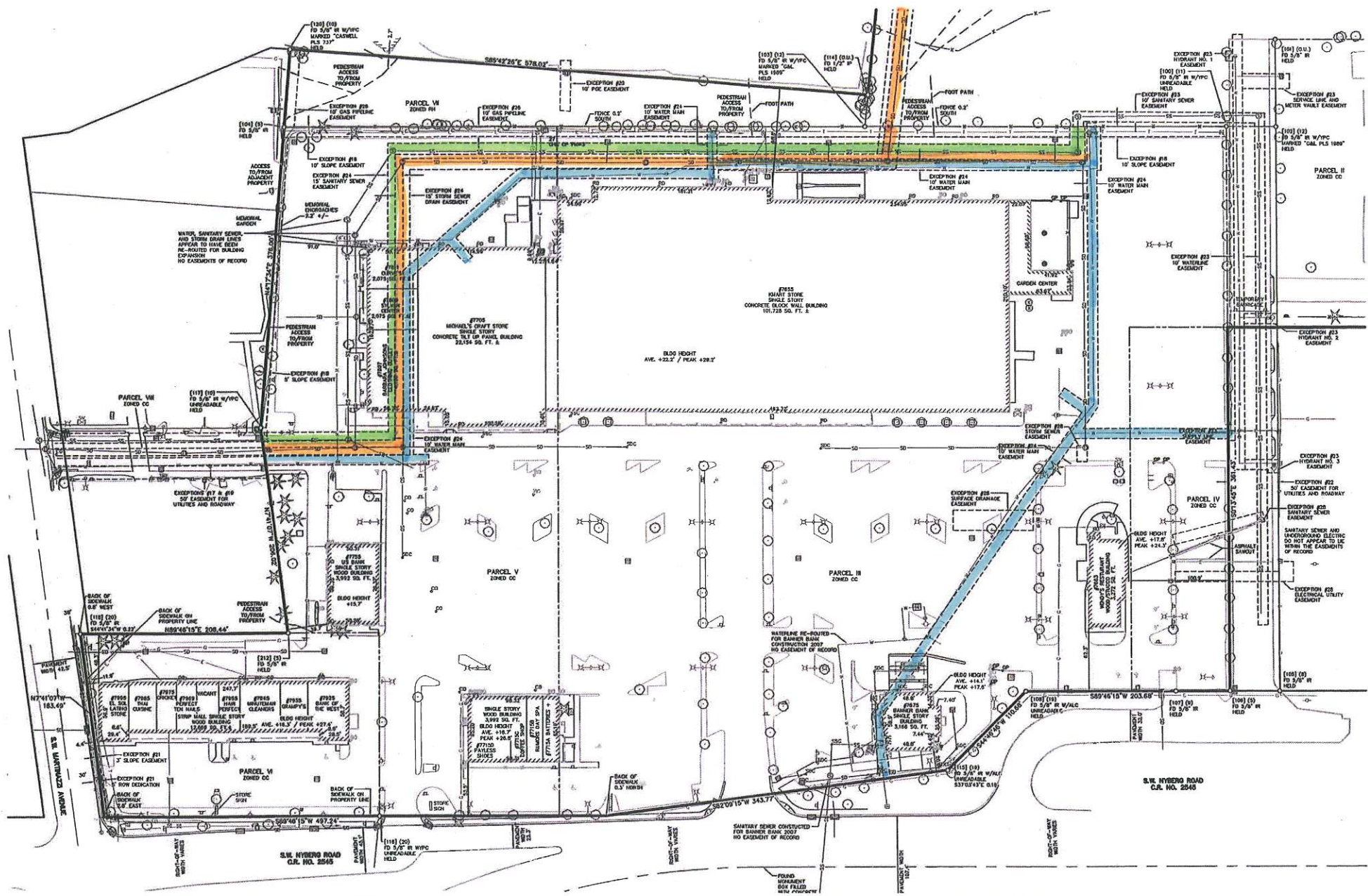
CITY OF TUALATIN, OREGON

BY _____
Mayor

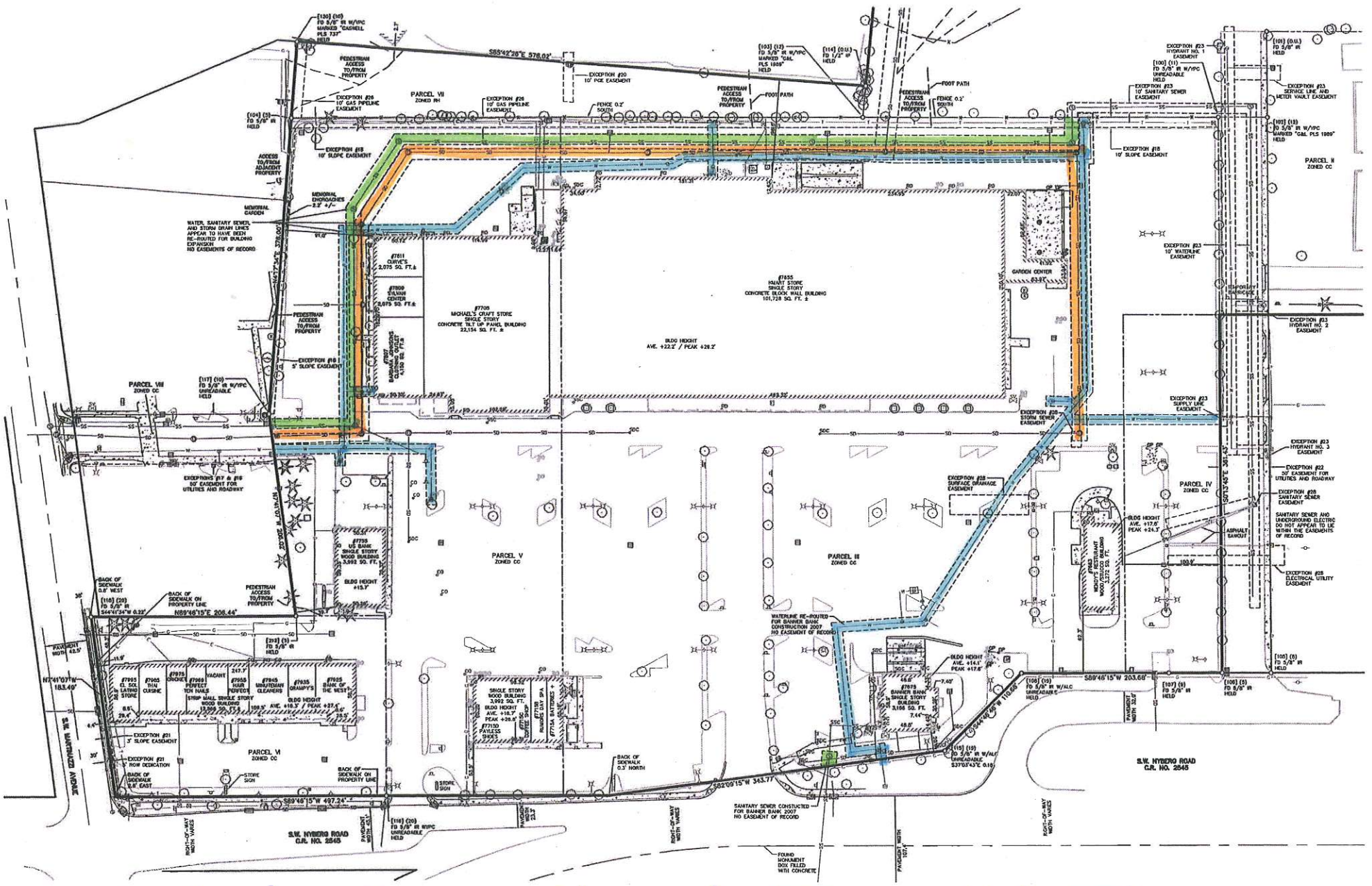
ATTEST:

BY _____
City Recorder

Water



Proposed Easements



Sanitary Sewer

Stormwater

Water

After Recording Return to:

Nyberg Limited Partnership
an Oregon Limited Partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Until Further Notice, Send Tax Statements to:

No change

QUITCLAIM DEED

CITY OF TUALATIN, a municipal corporation of Oregon, GRANTOR, releases and quitclaims to NYBERG LIMITED PARTNERSHIP, an Oregon limited partnership, and PORTLAND FIXTURE LIMITED PARTNERSHIP, an Oregon limited partnership, GRANTEES, any and all interest in the Water Main, Sanitary Sewer, and Storm Sewer easements, situated in Washington County, Oregon, conveyed to GRANTOR by Recorded Document #11416, Book 1005, Page 51, Washington County, Oregon.

GRANTOR no longer has a need for the easements described above.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$1 and other valuable consideration, the receipt of which is hereby acknowledged.

Dated this ____ day of _____, 2012.

CITY OF TUALATIN, Oregon

By _____
Mayor

ATTEST:

By _____
City Recorder

STATE OF OREGON)
) ss
County of Washington)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, personally appeared _____, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon

My Commission Expires: _____

CITY OF TUALATIN, OREGON

By _____
City Manager

After recording, return to:

Nyberg Limited Partnership
an Oregon Limited Partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "**Agreement**") is made and is effective this ____ day of _____, 2012, by and between NYBERG LIMITED PARTNERSHIP, an Oregon limited partnership ("**Licensor**") and the CITY OF TUALATIN, a municipal corporation ("**Licensee**"), subject to the terms, covenants, and conditions set forth herein.

RECITALS

A. Licensor is the owner in fee simple of that certain property in the City of Tualatin, Washington County, Oregon, described on Exhibit C attached hereto (the "**Property**").

B. Licensee has created and maintains a Memorial Garden (the "**Memorial Garden**") on property it owns immediately adjacent to and west of the Property. The Memorial Garden encroaches into the Property in the location described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "**License Area**").

C. Licensor desires to give Licensee the right to continue to use the License Area for the Memorial Garden under the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

LICENSE

1. Licensor hereby grants to Licensee a non-exclusive, temporary, revocable license to use the License Area for the purpose of maintaining the existing Memorial Garden, and for no other purpose. The encroachment of the Memorial Garden as it now exists shall not be added to or enlarged in its present scope or dimensions.

2. This Agreement shall commence on the date hereof and expire upon the earlier of: (i) Licensee ceasing use of the License Area for the Memorial Garden, (ii) Licensee's breach of any term or condition of this Agreement, or (iii) Licensor or Licensee terminating this Agreement by giving thirty (30) days' written notice to the other party.

3. Licensee covenants and agrees to comply promptly with all statutes, ordinances, rules, orders, guidelines, judgments, or regulations of any governmental authority and all other legal requirements regulating or affecting its use of the License Area.

4. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities in the License Area in a way that involves no damage to the Property and no inconvenience to Licensor, its agents, employees, and invitees.

5. Licensee shall place no soil, gravel, construction materials, or materials of any kind on or about the License Area or the Property that contain any Hazardous Substances. The term "**Hazardous Substances**" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic, or hazardous pollutants, contaminants, chemicals, materials, substances, and wastes listed or identified in, or regulated by, any Environmental Laws. The term "**Environmental Laws**" shall mean and refer to the following: all federal, state, county, municipal, local, and other statutes, laws, ordinances, and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

6. Licensor shall not be liable to Licensee for any damages caused to Licensee that arise out of or are incidental to any activity authorized by this Agreement.

7. Licensee shall indemnify, defend and hold harmless Licensor, its officers, directors, members, employees, and agents, and their respective successors and assigns, ("**Licensor Parties**") from any loss, liability, or claims for property damage, death, or bodily injury which may occur on or about the Property due to any negligent acts or omissions or the willful misconduct of any of Licensee's officers, agents, or employees. Licensee shall further indemnify, defend and hold harmless Licensor Parties in connection with any mechanic's or materialmen's liens placed on the Property due to materials supplied or work performed by or at the request of Licensee.

8. If any legal action or proceeding arising out of or relating to this Agreement is brought by a party herein, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses that may be incurred in any action or proceeding to enforce its rights under this Agreement.

9. This Agreement is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property, whether or not of record.

10. This Agreement shall be governed by the laws of the State of Oregon.

11. This Agreement may be amended or modified only by an amendment executed in writing by both Licensor and Licensee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

LICENSOR:

NYBERG LIMITED PARTNERSHIP, an Oregon
limited partnership

By: NLP General Partners, LLC
Its: General Partner

By: 
Arne Nyberg, Manager

LICENSEE:

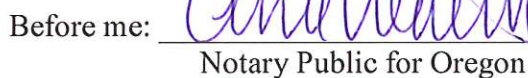
CITY OF TUALATIN, a Municipal corporation

By: _____
Name: _____
Title: Mayor

**[SEE ADDITIONAL SIGNATURES AND NOTARY
ACKNOWLEDGEMENTS ON FOLLOWING PAGE(S)]**

By _____
City Recorder

On this 2nd day of May, 2012, before me, the undersigned, a Notary Public, personally appeared Arne C. Myberg, manager, and acknowledged the foregoing instrument to be their voluntary act and deed.



On this _____ day of _____, _____, before me, the undersigned, a Notary Public, personally appeared _____, and acknowledged the foregoing instrument to be their voluntary act and deed.

My Commission Expires: _____

By _____
City Manager

City Manager

Exhibit "A"

LEGAL DESCRIPTION
Nyberg II 21198310
Memorial Garden Easement
April 27, 2012
Page 1 OF 2

A strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the westerly line of said tract described in Deed Document No. 87063339, Washington County Deed Records North 04°17'34" East, 189.25 feet to the **POINT OF BEGINNING**;

Thence North 04°17'34" East, 25.00 feet; Thence South 85°42'26" East, 4.00 feet; Thence South 04°17'34" West, 25.00 feet; Thence North 85°42'26" West, 4.00 feet to the **POINT OF BEGINNING**.

Contains 100 square feet.

The attached Exhibit "B" entitled "Memorial Garden Easement" is made a part hereof.



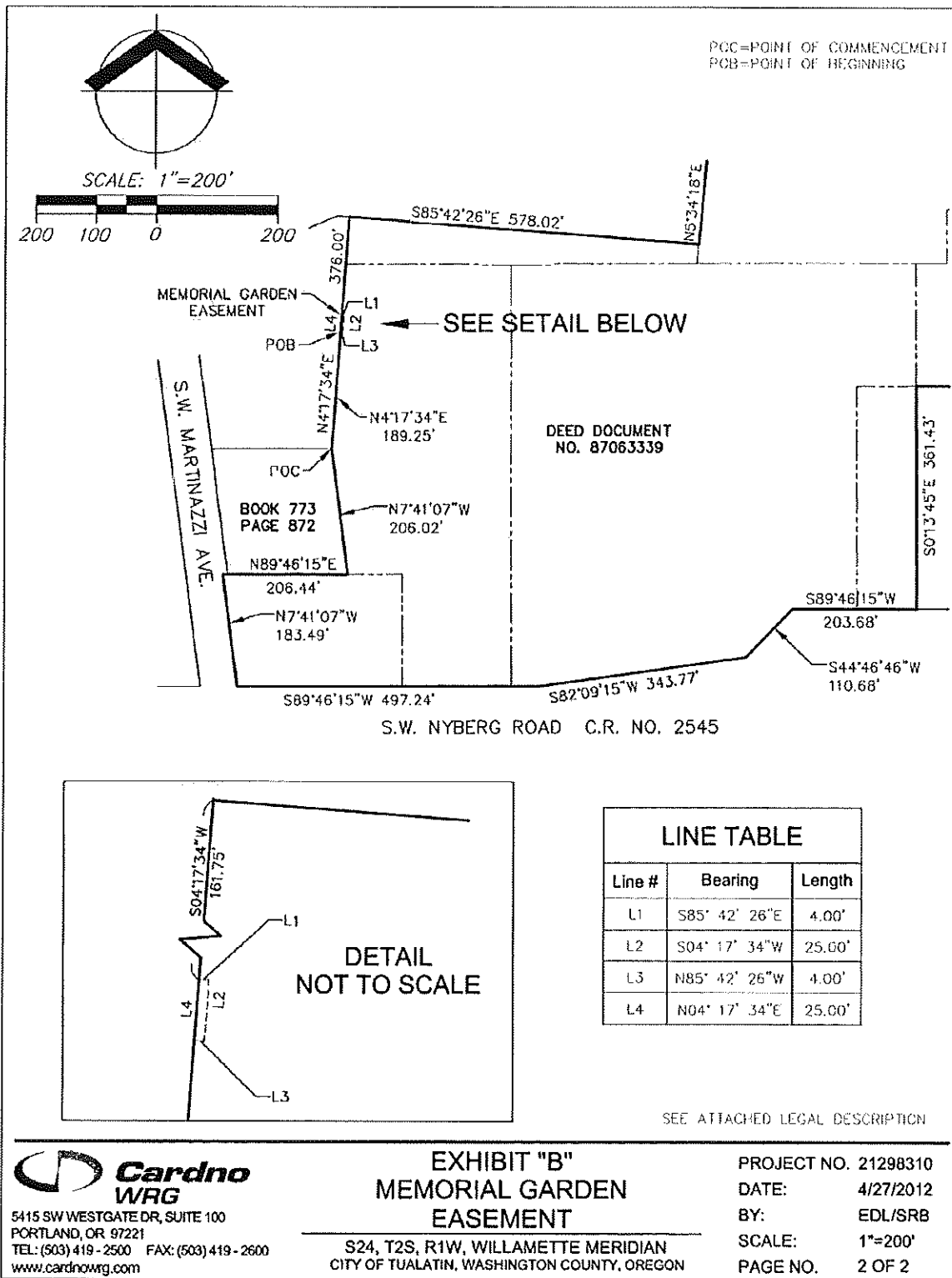


EXHIBIT C

THE PROPERTY

A tract of land located in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street) a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

After recording return to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Forward all tax statements to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

EASEMENT

Grantor: Nyberg Limited Partnership, an Oregon limited partnership

Grantee: City of Tualatin, a municipal corporation

The property, which is the subject of the Easement (the "**Easement Area**"), is depicted on Exhibit "A" and "A-1, Exhibit "B" and "B-1", and Exhibit "C" and "C-1" which are made a part hereof.

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nyberg Limited Partnership, an Oregon limited partnership ("**Grantor**"), hereby grants and conveys a permanent utility easement to the City of Tualatin, a municipal corporation, ("**Grantee**"), subject to the conditions hereinafter set forth, as hereinafter described (the "**Easement**").

The property, which is the subject of the Easement (the "**Easement Area**"), is legally described and depicted on Exhibit "A" and "A-1", Exhibit "B" and "B-1", and Exhibit "C" and "C-1" which are made a part hereof.

The Easement shall include Grantee's right to enter upon the Easement Area to install, operate, inspect, maintain, and repair utilities and related appurtenant facilities upon the Easement Area (collectively, the "**Facilities**").

1. Grantee shall conduct the maintenance, repair and operation of the Facilities pursuant to this Easement at its sole cost and expense, and in such a manner that will not unreasonably or unnecessarily obstruct, interfere with or impede the ingress or egress of persons and vehicles to and from the Easement Area or the property adjacent to the Easement Area owned by Grantor(which Grantor intends to develop and which is legally described on the attached Exhibit D which is made a part hereof ("**Grantor's Property**")), or the orderly flow of traffic, both pedestrian and vehicular, or otherwise unnecessarily or unreasonably interfere with the normal conduct of business or the day-to-day operations on the Grantor's Property. Except in cases of emergency or to prevent an imminent risk to the public health or safety, no work shall be performed by or on behalf of Grantee during the period of November 1 through January 31 of any year. Grantor acknowledges that Grantee is responsible for maintaining its public utilities to protect the public health, safety and welfare and therefore Grantor agrees that it will work with Grantee to establish mutually agreeable times to maintain the Facilities. Grantee will avoid causing any interference, obstruction, or delay in (a) public access to or from the Grantor's Property, or any part thereof, or traffic circulation; (b) customer parking; or (c) the receiving of merchandise by any business in the Grantor's Property while maintaining the facilities.

2. Except as expressly provided below, Grantor reserves the right to use the Grantor's Property for all purposes, including, without limitation, the construction, maintenance, operation, replacement, repair and removal of roadways, curbs, gutters,

parking areas, walkways, lighting standards and poles, signs and landscaping, provided that such use does not unreasonably interfere with the operation of the Easement. However, Grantor shall not construct any building or utility upon, under or within the Easement Area during its term without the written permission of Grantee.

3. Grantee shall indemnify, defend and hold harmless Grantor, its officers, directors, members, employees, and agents and their respective successors and assigns, ("**Grantor Parties**") from any loss, liability or claims for property damage, death or bodily injury which may occur, on or about the Grantor's Property due to any negligent acts or omissions or the willful misconduct of any of the Grantee's officers, agents, or employees. Grantee shall further indemnify, defend and hold harmless Grantor Parties in connection with any mechanics or materials liens placed on the Grantor's Property due to materials supplied or work performed by or at the request of Grantee.

4. If any legal action or proceeding arising out of or relating to this Easement is brought by a party herein, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding to enforce its rights under this Easement.

5. Grantee acknowledges that Grantor may desire to relocate the Facilities from the Easement Area to another location that shall be identified as the "Replacement Easement." Upon ninety (90) days written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee shall commence a process to grant approval to relocate the Facilities to a Replacement Easement and vacate this Easement upon relocation, provided (a) Grantor provides Grantee with a suitable Replacement Easement as determined in the reasonable discretion of Grantee; (b) Grantor pays the reasonable expenses and costs associated with relocating the Facilities from this Easement to the Replacement Easement, get permits and build the replacement facilities to public standards; and (c) the Replacement Easement is granted on the same terms and conditions as those contained herein, except for this relocation provision. Upon such approval by Grantee, Grantor shall have the right to relocate the Facilities to the Replacement Easement in accordance with Grantee's approval.

DATED this _____ day of _____, 20__.

Nyberg Limited Partnership, an Oregon
limited partnership

By: NLP General Partners, LLC
Its: General Partner

By: Arne Nyberg, Manager

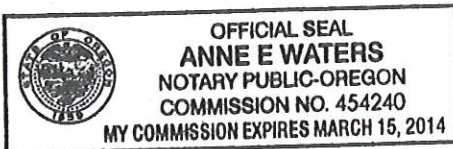
State of _____)
) ss.
County of _____)

On this the 2nd day of May, 2012, before me, the undersigned, personally appeared, Arne Nyberg, manager, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: 3/15/19



CITY OF TUALATIN,
A Municipal corporation

By: _____

By: _____

State of)
) ss.
County of)

On this the ____ day of _____, 20__, before me, the undersigned, personally appeared, _____, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: _____

State of)
) ss.
County of)

On this the ____ day of _____, 20__, before me, the undersigned, personally appeared, _____, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement

April 30, 2012

Page 1 OF 3

A 10 foot strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 36.00 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 89° 29' 42" East, 66.77 feet to a point herein after referred to as "Point A"; Thence North 89° 29' 42" East, 4.58 feet to a point herein after referred to as "Point B"; Thence North 00°15'13" West, 57.12 feet to a point herein after referred to as "Point C"; Thence North 00°15'13" West, 162.83 feet; Thence North 89°21'29" East, 78.38 feet to a point herein after referred to as "Point D"; Thence North 89°21'29" East, 35.09 feet; Thence North 47°35'55" East, 90.96 feet; Thence North 88°09'04" East, 151.14 feet; Thence North 62°30'16" East, 16.13 feet; Thence North 88°09'18" East, 28.02 feet to a point herein after referred to as "Point E"; Thence North 88°09'18" East, 93.48 feet; Thence South 87°18'33" East, 95.62 feet; Thence North 89°15'57" East, 188.06 feet to a point herein after referred to as "Point F"; Thence South 00°52'59" East, 235.53 feet; Thence South 39°54'48" West, 19.60 feet to a point herein after referred to as "Point G"; Thence South 39°54'48" West, 18.55 feet to a point herein after referred to as "Point H"; Thence South 39°54'48" West, 78.21 feet; Thence South 32°57'46" West, 171.84 feet; Thence South 85°46'32" West, 87.16 feet; Thence South 06°12'24" East, 126.95 feet; Thence North 82°22'42" East, 29.99 feet; Thence South 07°22'18" East, 10.88 feet to the **TERMINUS** of said centerline, being the southerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records, said point being South 82°09'15" West, 64.47 feet from the northwest corner of a tract of land deeded to the Oregon State Highway Department, described as Parcel III in Book 332 Page 28, Washington County Deed Records.

Together with:

Beginning at the previously described "Point A", thence South 00°30'18" East, 12.25 feet to the terminus of said centerline.

Beginning at the previously described "Point B", thence South 89°54'34" East, 86.55 feet; Thence South 00°48'06" East, 51.50 feet to the terminus of said centerline.

Beginning at the previously described "Point C", thence North 89°29'27" East, 29.39 feet to the existing face of building and the terminus of said centerline.

LEGAL DESCRIPTION
Nyberg II 21198310
Public Waterline Easement
April 30, 2012
Page 2 OF 3

Beginning at the previously described "Point D", thence South 00°38'31" East, 7.04 feet to the existing face of building and the terminus of said centerline.

Beginning at the previously described "Point E", thence North 01°03'54" West, 30.64 feet to the terminus of said centerline.

Beginning at the previously described "Point F", thence North 89°15'57" East, 2.36 feet; Thence North 00°51'03" West, 43.36 feet to the terminus of said centerline. The North 00°51'03" West, 43.36 feet portion of said easement is 15 feet in width, lying 7.5 feet on each side of said centerline.

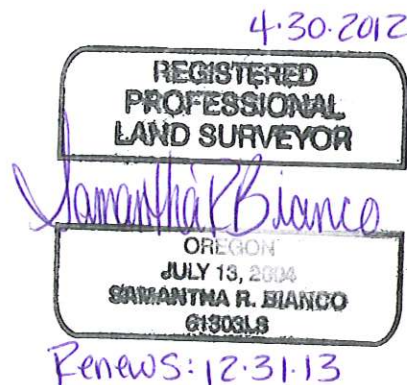
Beginning at the previously described "Point G", thence North 55°09'31" West, 6.43 feet; Thence North 88°26'42" West, 19.77 feet to the terminus of said centerline.

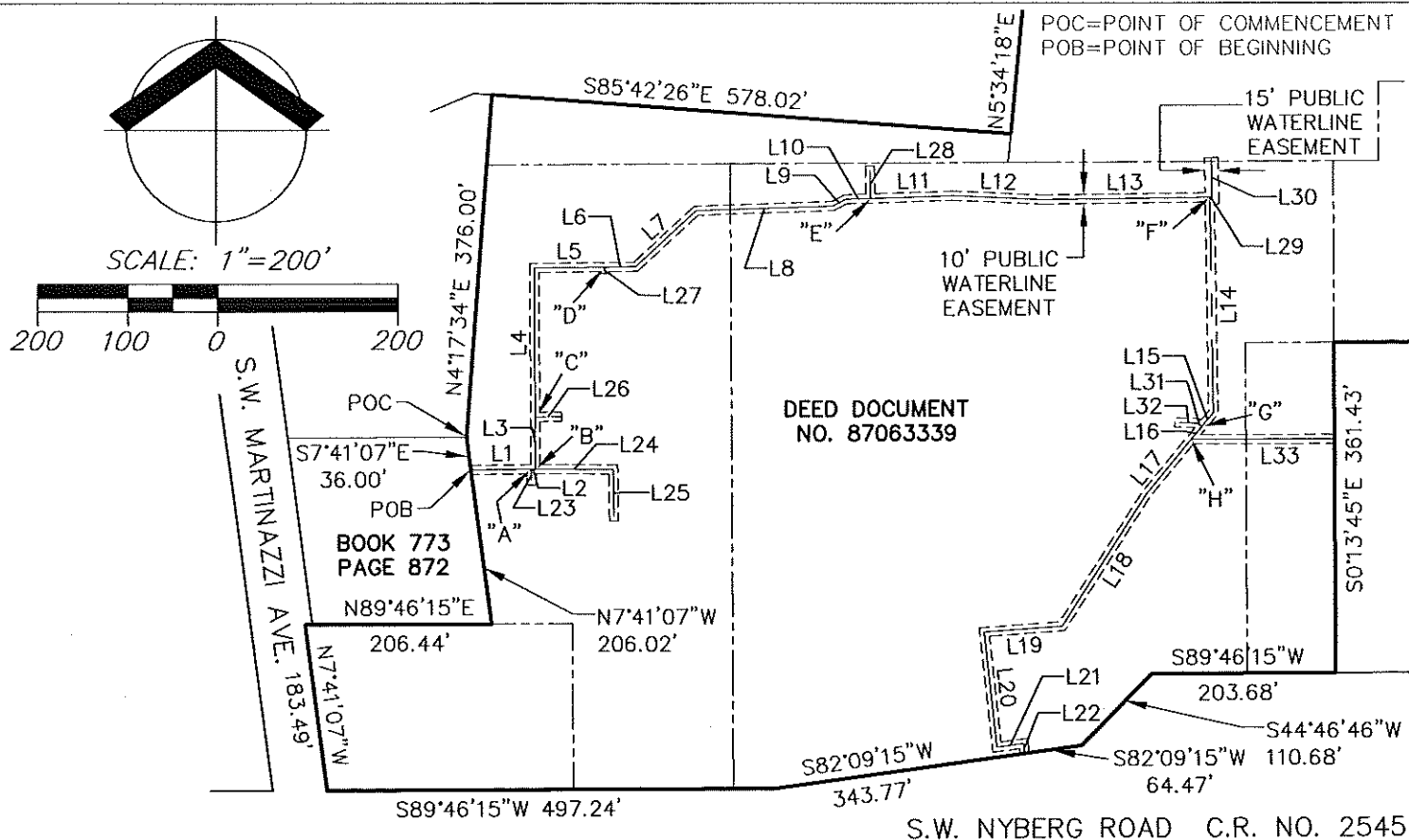
Beginning at the previously described "Point H", thence North 89°52'06" East, 158.73 feet to the to the westerly line of that Waterline Easement granted to the City of Tualatin described in Book 1005 Page 41, Washington County Deed Records, being the terminus of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly, easterly, and southerly lines of said tract of land described in Deed Document No. 87063339, Washington County Deed

Contains 22,964 square feet or 0.527 acres, more or less.

The attached Exhibit "A-1" entitled "Public Waterline Easement" is made a part hereof.





LINE TABLE

Line #	Bearing	Length
L1	N89° 29' 42"E	66.77'
L2	N89° 29' 42"E	4.58'
L3	N00° 15' 13"W	57.12'
L4	N00° 15' 13"W	162.83'
L5	N89° 21' 29"E	78.38'
L6	N89° 21' 29"E	35.09'
L7	N47° 35' 55"E	90.96'
L8	N88° 09' 04"E	151.14'
L9	N62° 30' 16"E	16.13'
L10	N88° 09' 18"E	28.02'
L11	N88° 09' 18"E	93.48'
L12	S87° 18' 33"E	95.62'
L13	N89° 15' 57"E	188.06'
L14	S00° 52' 59"E	235.53'

LINE TABLE

Line #	Bearing	Length
L15	S39° 54' 48"W	19.60'
L16	S39° 54' 48"W	18.55'
L17	S39° 54' 48"W	78.21'
L18	S32° 57' 46"W	171.84'
L19	S85° 46' 32"W	87.16'
L20	S06° 12' 24"E	126.95'
L21	N82° 22' 42"E	29.99'
L22	S07° 22' 18"E	10.88'
L23	S00° 30' 18"E	12.25'
L24	S89° 54' 34"E	86.55'
L25	S00° 48' 06"E	51.50'
L26	N89° 29' 27"E	29.39'
L27	S00° 38' 31"E	7.04'
L28	N01° 03' 54"W	30.64'

LINE TABLE

Line #	Bearing	Length
L29	N89° 15' 57"E	2.36'
L30	N00° 51' 03"W	43.36'
L31	N55° 09' 31"W	6.43'
L32	N88° 26' 42"W	19.77'
L33	N89° 52' 06"E	158.73'

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardnowrg.com

EXHIBIT "A-1" PUBLIC WATERLINE EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Storm Drain Easement

April 30, 2012

Page 1 OF 2

A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

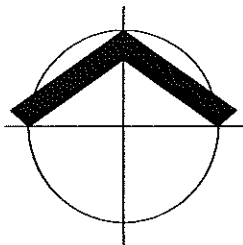
COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 22.84 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 88° 17' 20" East, 90.20 feet; Thence North 00°08'20" West, 210.66 feet; Thence North 32°58'06" East, 86.61 feet; Thence North 89°48'50" East, 679.32 feet; Thence South 00°25'37" East, 282.43 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records

Contains 20,351 square feet or 0.467 acres, more or less.

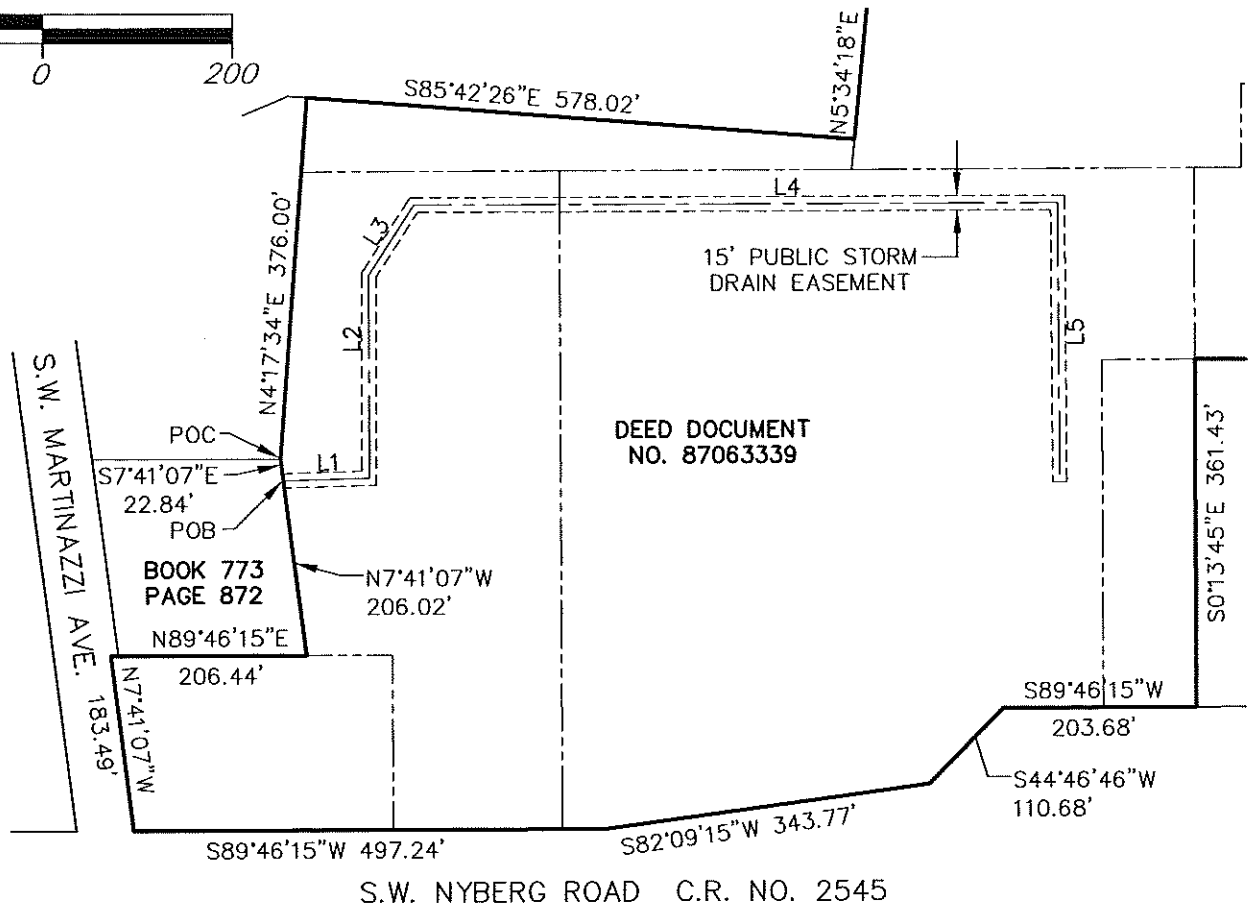
The attached Exhibit "B-1" entitled "Public Storm Drain Easement" is made a part hereof.





SCALE: 1"=200'

200 100 0 200



POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

LINE TABLE

Line #	Bearing	Length
L1	N88° 17' 20"E	90.20'
L2	N00° 08' 20"W	210.66'
L3	N32° 58' 06"E	86.61'
L4	N89° 48' 50"E	679.32'
L5	S00° 25' 37"E	282.43'

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardnowrg.com

EXHIBIT "B-1" PUBLIC STORM DRAIN EASEMENT

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

Exhibit "C"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement

April 30, 2012

Page 1 OF 2

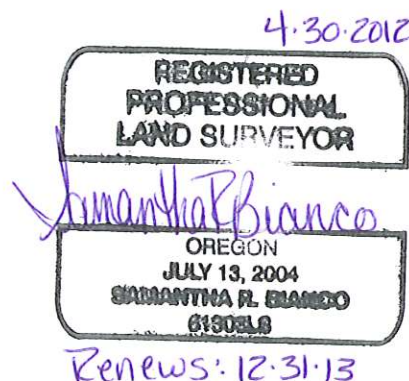
A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

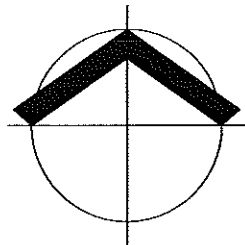
COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 89° 53' 50" East, 84.64 feet; Thence North 00°24'10" West, 218.31 feet; Thence North 33°37'25" East, 81.80 feet; Thence North 89°54'03" East, 684.22 feet; Thence North 00°17'03" East, 25.49 feet to the southerly line of that Sanitary Sewer Easement granted to the City of Tualatin described in Book 1005 Page 41, Washington County Deed Records, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly and northerly lines of said tract of land described in Deed Document No. 87063339, Washington County Deed Records.

Contains 16,417 square feet or 0.377 acres, more or less.

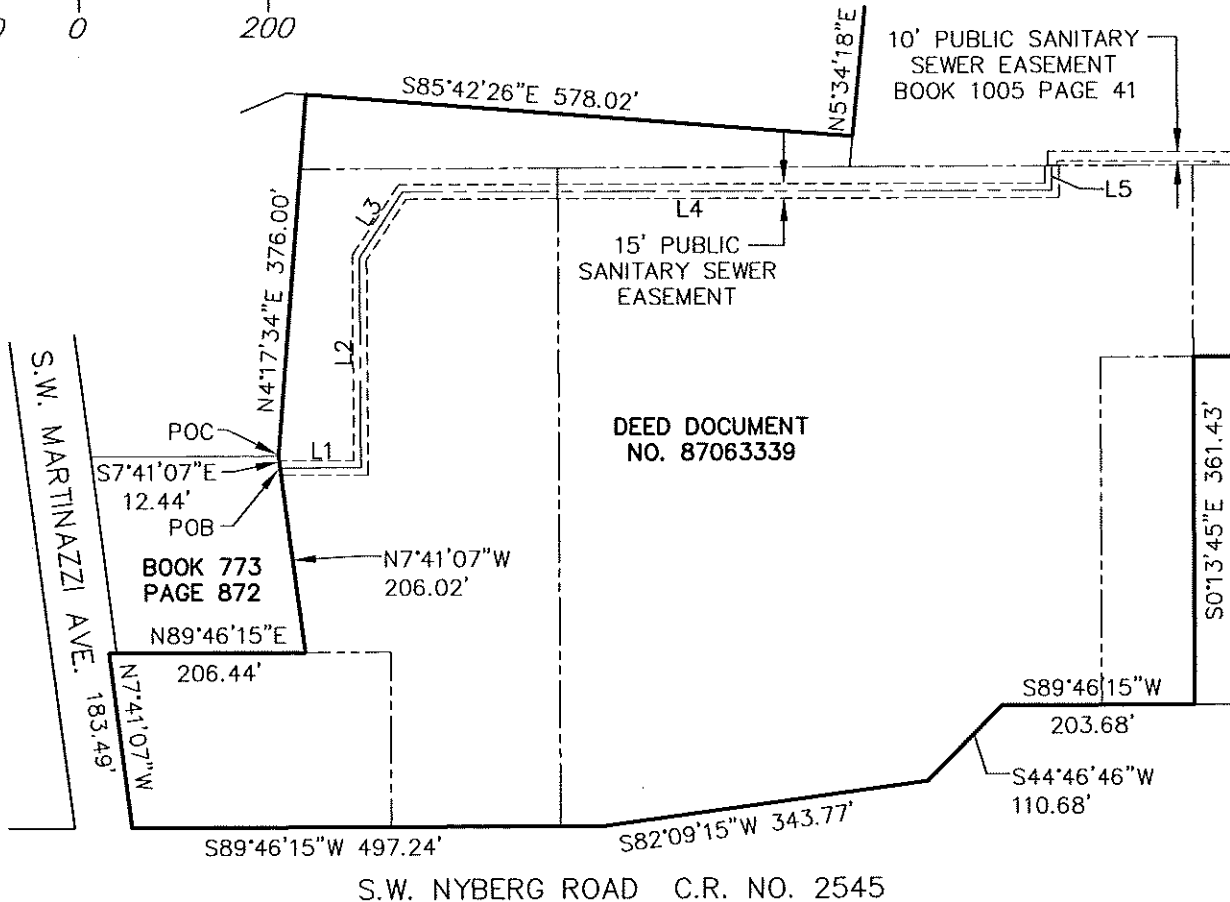
The attached Exhibit "C-1" entitled "Public Sanitary Sewer Easement" is made a part hereof.





SCALE: 1"=200'

200 100 0 200



POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

LINE TABLE

Line #	Bearing	Length
L1	N89° 53' 50"E	84.64'
L2	N00° 24' 10"W	218.31'
L3	N33° 37' 25"E	81.80'
L4	N89° 54' 03"E	684.22'
L5	N00° 17' 03"E	25.49'

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardnowrg.com

EXHIBIT "C-1 PUBLIC SANITARY SEWER EASEMENT

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

EXHIBIT D

PARCEL III:

A tract of land located in the North half of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon, said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 105.60 feet to the Northwest corner thereof; thence South 44°46'15" West along the Westerly boundary of the last described Oregon State Highway Department Tract a distance of 110.69 feet to the Northeast corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel VII and recorded in Book 747, Page 354 and 355, Deed Records, Washington County, Oregon; thence South 82°07'50" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 343.77 feet to the Northwest corner thereof, said point being 50.00 feet from the centerline of S.W. Nyberg Street (County Road No. 1153) (when measured at right angles); thence South 89°46'15" West parallel to and 50.00 feet from the centerline of said S.W. Nyberg Street (County Road No. 1153) (when measured at right angles) a distance of 46.39 feet; thence North 00°13'45" West (perpendicular to S.W. Nyberg Street) a distance of 684.00 feet; thence North 89°46'15" East a distance of 669.00 feet; thence South 00°13'45" East (perpendicular to S.W. Nyberg Street) a distance of 560.00 feet to a point on the Northerly boundary of the aforescribed Oregon State Highway Department Tract designated as Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 98.02 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described by Deed recorded as Recorder's Fee No. 2005-057472, Washington County Deed Records.

PARCEL IV:

A tract of land in the Wm. Barr Donation Land Claim, in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated as Parcel 3 and recorded in Book 332, Page 28, Washington County Deed Records, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Washington County Deed Records, said point being North a distance of 20.00 feet and South 89°01'15" West, 2409.30 feet and South 89°46'15" West, 320.97 feet and North 01°41'33" West, 174.06 feet from a brass cap in concrete found at the East one-quarter corner of said Section 24, said point being the true point of beginning; thence North 89°46'15" East along the Northerly line of said Oregon State Highway Department Parcel 3 Tract a distance of 98.02 feet to an iron rod; thence North 00°13'45" West, 361.49 feet (361.31 feet previous Deed) to the North line of that certain tract of land conveyed to Zira Howard and Wayne Howard in Book 498, Page 289, Washington County Deed Records; thence South 89°46'15" West along the North line of said Howard Tract 98.02 feet, more or less, to the Northwest corner of said Howard Tract; thence Southerly along the West line of said Howard Tract to the true point of beginning.

PARCEL V:

A tract of land located in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street) a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VI:

Part of the Northwest one quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of SW 80th Street (County Road #628) said point being at the intersection of the Northerly right of way line of SW Nyberg Street (County Road #1153) and the Easterly right of way line of SW 80th Street (County Road #628), said point being described as North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 1345.93 feet and North 07°39'45" West a distance of 50.42 feet from the East one-quarter corner of the above described Section 24.

From said point of beginning:

Thence North 07°39'45" West along the Easterly right of way line of the said SW 80th Street (County Road #628) a distance of 183.52 feet to the Southwest corner of that certain tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; thence North 89°46'15" East along the Southerly boundary of the last described City of Tualatin Tract and the Easterly extension thereof a distance of 296.43 feet; thence South 00°13'45" East a distance of 181.98 feet to the Northerly right of way line of said SW Nyberg Street (County Road #1153); thence South 89°46'15" West a distance of 272.69 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet thereof conveyed to the City of Tualatin by instrument recorded in Book 921, Page 926, Washington County Records.

AND EXCEPTING THEREFROM the tract of land dedicated to the public for roadway purposes by Deed recorded December 13, 1985, Recorder's Fee No. 85049352, Washington County Deed Records.

After recording return to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Forward all tax statements to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

EASEMENT

Grantor: Nyberg Limited Partnership, an Oregon limited partnership

Grantee: City of Tualatin, a municipal corporation

The property, which is the subject of the Easement (the “**Easement Area**”), is depicted on Exhibit A which is made a part hereof.

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nyberg Limited Partnership, an Oregon limited partnership ("**Grantor**"), hereby grants and conveys a permanent utility easement to the City of Tualatin, a municipal corporation, ("**Grantee**"), subject to the conditions hereinafter set forth, as hereinafter described (the "**Easement**").

The property, which is the subject of the Easement (the "**Easement Area**"), is legally described and depicted on Exhibit "A" and "A-1" which are made a part hereof.

The Easement shall include Grantee's right to enter upon the Easement Area to install, operate, inspect, maintain, and repair utilities and related appurtenant facilities upon the Easement Area (collectively, the "**Facilities**").

1. Grantee shall conduct the maintenance, repair and operation of the Facilities pursuant to this Easement at its sole cost and expense, and in such a manner that will not unreasonably or unnecessarily obstruct, interfere with or impede the ingress or egress of persons and vehicles to and from the Easement Area or the property adjacent to the Easement Area owned by Grantor(which Grantor intends to develop and which is legally described on the attached Exhibit B which is made a part hereof ("**Grantor's Property**")), or the orderly flow of traffic, both pedestrian and vehicular, or otherwise unnecessarily or unreasonably interfere with the normal conduct of business or the day-to-day operations on the Grantor's Property. Except in cases of emergency or to prevent an imminent risk to the public health or safety, no work shall be performed by or on behalf of Grantee during the period of November 1 through January 31 of any year. Grantor acknowledges that Grantee is responsible for maintaining its public utilities to protect the public health, safety and welfare and therefore Grantor agrees that it will work with Grantee to establish mutually agreeable times to maintain the Facilities. Grantee will avoid causing any interference, obstruction, or delay in (a) public access to or from the Grantor's Property, or any part thereof, or traffic circulation; (b) customer parking; or (c) the receiving of merchandise by any business in the Grantor's Property while maintaining the facilities.

2. Except as expressly provided below, Grantor reserves the right to use the Grantor's Property for all purposes, including, without limitation, the construction, maintenance, operation, replacement, repair and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs and landscaping, provided

that such use does not unreasonably interfere with the operation of the Easement. However, Grantor shall not construct any building or utility upon, under or within the Easement Area during its term without the written permission of Grantee.

3. Grantee shall indemnify, defend and hold harmless Grantor, its officers, directors, members, employees, and agents and their respective successors and assigns, ("**Grantor Parties**") from any loss, liability or claims for property damage, death or bodily injury which may occur, on or about the Grantor's Property due to any negligent acts or omissions or the willful misconduct of any of the Grantee's officers, agents, or employees. Grantee shall further indemnify, defend and hold harmless Grantor Parties in connection with any mechanics or materials liens placed on the Grantor's Property due to materials supplied or work performed by or at the request of Grantee.

4. If any legal action or proceeding arising out of or relating to this Easement is brought by a party herein, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding to enforce its rights under this Easement.

5. Grantee acknowledges that Grantor may desire to relocate the Facilities from the Easement Area to another location that shall be identified as the "Replacement Easement." Upon ninety (90) days written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee shall commence a process to grant approval to relocate the Facilities to a Replacement Easement and vacate this Easement upon relocation, provided (a) Grantor provides Grantee with a suitable Replacement Easement as determined in the reasonable discretion of Grantee; (b) Grantor pays the reasonable expenses and costs associated with relocating the Facilities from this Easement to the Replacement Easement, get permits and build the replacement facilities to public standards; and (c) the Replacement Easement is granted on the same terms and conditions as those contained herein, except for this relocation provision. Upon such approval by Grantee, Grantor shall have the right to relocate the Facilities to the Replacement Easement in accordance with Grantee's approval.

DATED this _____ day of _____, 20____

Nyberg Limited Partnership, an Oregon
limited partnership

By: NLP General Partners, LLC
Its: General Partner

By: Arne Nyberg
Arne Nyberg, Manager

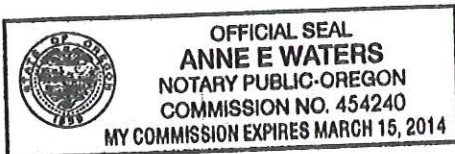
State of _____)
County of _____) ss.

On this the 2nd day of May, 2012, before me, the undersigned, personally appeared, Arne Ryberg, manager, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: 3/15/14



CITY OF TUALATIN,
A Municipal corporation

By: _____

By: _____

State of)
) ss.
County of)

On this the ____ day of _____, 20__, before me, the undersigned, personally appeared, _____, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: _____

State of)
) ss.
County of)

On this the ____ day of _____, 20__, before me, the undersigned, personally appeared, _____, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public for Oregon

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer & Public Access Easements

May 1, 2012

Page 1 OF 2

Public Sanitary Sewer Easement

A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the northwest corner of a tract of land deeded to the Oregon State Highway Department, described as Parcel III in Book 332 Page 28, Washington County Deed Records, thence along the southerly line of that tract of land described in Deed Document No. 87063339, Washington County Deed Records South 82°09'15" West, 118.55 feet to the **POINT OF BEGINNING**; Thence leaving said southerly line North 04°50'30" East, 10.38 feet to a point herein after referred to as "Point A", and the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the southerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records.

Contains 229 square feet or 0.005 acres, more or less.

Public Access Easement

Together with a 15 foot Access Easement, lying 7.5 feet on each side of the following described centerline:

Beginning at the previously described "Point A", thence South 79°52'41" West, 7.08 feet to the terminus of said centerline.

Beginning at the previously described "Point A", thence North 79°52'41" East, 21.92 feet to the terminus of said centerline.

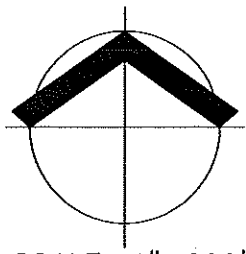
Contains 660 square feet or 0.015 acres, more or less.

The attached Exhibit "A-1" entitled "Public Sanitary Sewer & Public Access Easement" is made a part hereof.

5.1.12



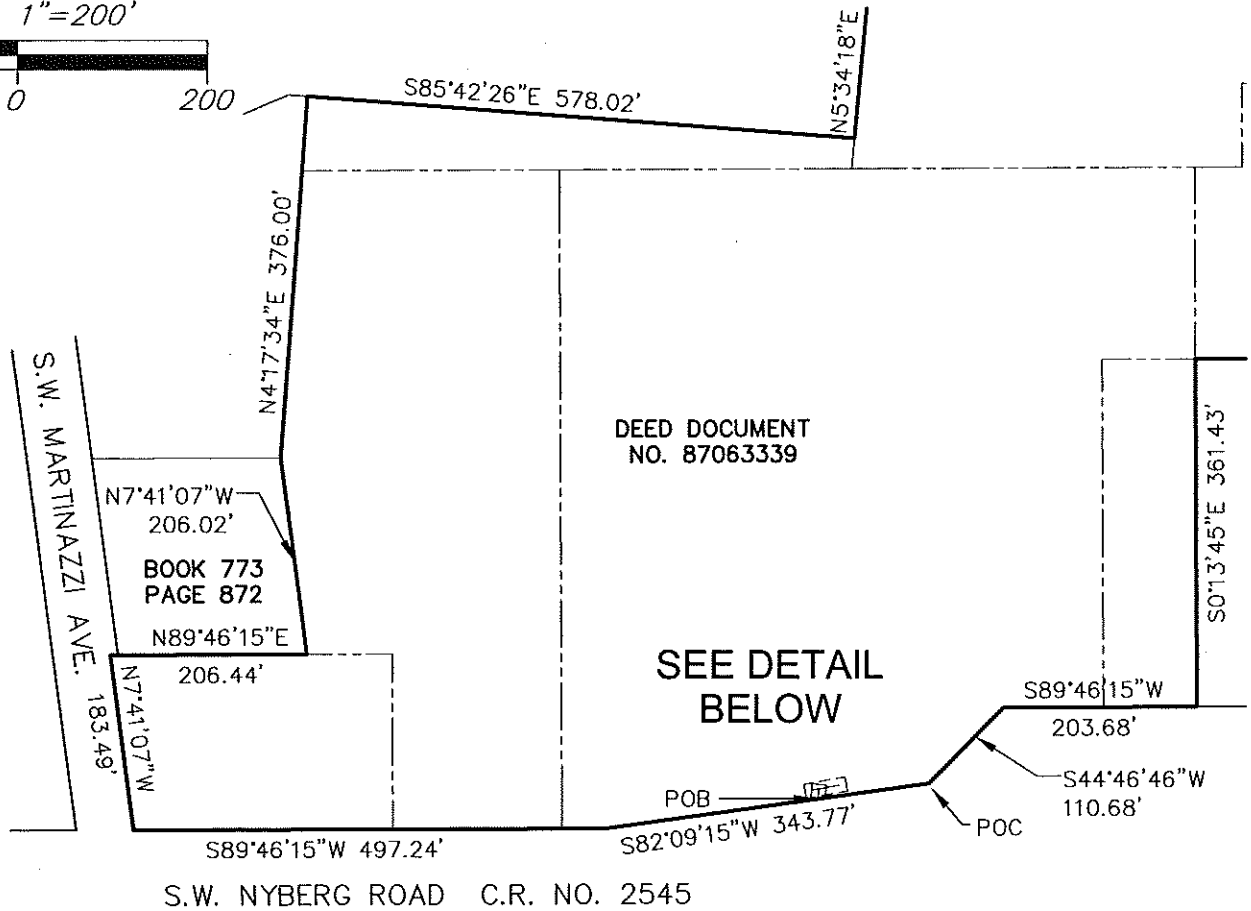
Renews: 12-31-13



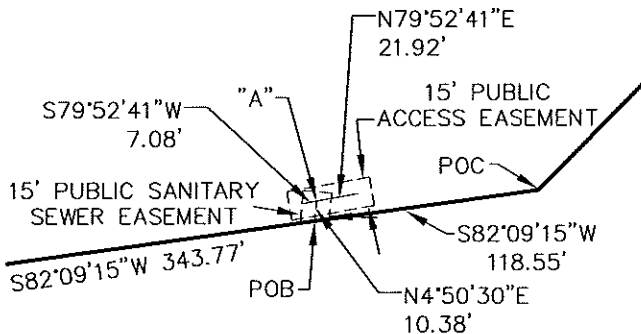
SCALE: 1"=200'

200 100 0 200

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING



DETAIL NOT TO SCALE



SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardnowrg.com

EXHIBIT "A-1" PUBLIC SANITARY SEWER & PUBLIC ACCESS EASEMENTS

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 5/1/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

EXHIBIT B

PARCEL III:

A tract of land located in the North half of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon, said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 105.60 feet to the Northwest corner thereof; thence South 44°46'15" West along the Westerly boundary of the last described Oregon State Highway Department Tract a distance of 110.69 feet to the Northeast corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel VII and recorded in Book 747, Page 354 and 355, Deed Records, Washington County, Oregon; thence South 82°07'50" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 343.77 feet to the Northwest corner thereof, said point being 50.00 feet from the centerline of S.W. Nyberg Street (County Road No. 1153) (when measured at right angles); thence South 89°46'15" West parallel to and 50.00 feet from the centerline of said S.W. Nyberg Street (County Road No. 1153) (when measured at right angles) a distance of 46.39 feet; thence North 00°13'45" West (perpendicular to S.W. Nyberg Street) a distance of 684.00 feet; thence North 89°46'15" East a distance of 669.00 feet; thence South 00°13'45" East (perpendicular to S.W. Nyberg Street) a distance of 560.00 feet to a point on the Northerly boundary of the aforescribed Oregon State Highway Department Tract designated as Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 98.02 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described by Deed recorded as Recorder's Fee No. 2005-057472, Washington County Deed Records.

PARCEL IV:

A tract of land in the Wm. Barr Donation Land Claim, in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated as Parcel 3 and recorded in Book 332, Page 28, Washington County Deed Records, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Washington County Deed Records, said point being North a distance of 20.00 feet and South 89°01'15" West, 2409.30 feet and South 89°46'15" West, 320.97 feet and North 01°41'33" West, 174.06 feet from a brass cap in concrete found at the East one-quarter corner of said Section 24, said point being the true point of beginning; thence North 89°46'15" East along the Northerly line of said Oregon State Highway Department Parcel 3 Tract a distance of 98.02 feet to an iron rod; thence North 00°13'45" West, 361.49 feet (361.31 feet previous Deed) to the North line of that certain tract of land conveyed to Zira Howard and Wayne Howard in Book 498, Page 289, Washington County Deed Records; thence South 89°46'15" West along the North line of said Howard Tract 98.02 feet, more or less, to the Northwest corner of said Howard Tract; thence Southerly along the West line of said Howard Tract to the true point of beginning.

PARCEL V:

A tract of land located in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street) a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VI:

Part of the Northwest one quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of SW 80th Street (County Road #628) said point being at the intersection of the Northerly right of way line of SW Nyberg Street (County Road #1153) and the Easterly right of way line of SW 80th Street (County Road #628), said point being described as North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 1345.93 feet and North 07°39'45" West a distance of 50.42 feet from the East one-quarter corner of the above described Section 24.

From said point of beginning:

Thence North 07°39'45" West along the Easterly right of way line of the said SW 80th Street (County Road #628) a distance of 183.52 feet to the Southwest corner of that certain tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; thence North 89°46'15" East along the Southerly boundary of the last described City of Tualatin Tract and the Easterly extension thereof a distance of 296.43 feet; thence South 00°13'45" East a distance of 181.98 feet to the Northerly right of way line of said SW Nyberg Street (County Road #1153); thence South 89°46'15" West a distance of 272.69 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet thereof conveyed to the City of Tualatin by instrument recorded in Book 921, Page 926, Washington County Records.

AND EXCEPTING THEREFROM the tract of land dedicated to the public for roadway purposes by Deed recorded December 13, 1985, Recorder's Fee No. 85049352, Washington County Deed Records.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Deputy City Recorder

DATE: 05/14/2012

SUBJECT: Recommendations from the Council Committee on Advisory Appointments

ISSUE BEFORE THE COUNCIL:

Should the City Council approve appointments to various Advisory Committees and Boards?

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA) and appoint the below listed individual.

EXECUTIVE SUMMARY:

The Council Committee on Advisory Appointments met and interviewed citizens interested in participating on City advisory committees and boards. The Committee recommends appointing and/or reappointing the following individual(s):

<i>Individual</i>	<i>Advisory Committee / Board /Commission</i>	<i>Term</i>
Cameron Grile	Tualatin Planning Commission	Partial Term expiring 08/31/13

Attachments:

City Council Meeting**E. 1.****Meeting**
Date: 05/14/2012

SPECIAL REPORTS

"If I Were Mayor..." Contest Winners Announcement

SUMMARY

The City of Tualatin participated in the 2012 Oregon Mayors Association's "If I Were Mayor..." contest by encouraging Tualatin youth in grades 4-12 to create a poster, write an essay, or create a powerpoint presentation or video on the theme "If I were Mayor, afterschool would be...".

Many submissions were recieved and a panel reviewed the entries and selected this years' contest winners. Winners will have their submissions forwarded to the state competition and all other submissions are currently on display in the children's room at the Tualatin Public Library.

At the May 14, 2012 City Council meeting, the winners will be announced.

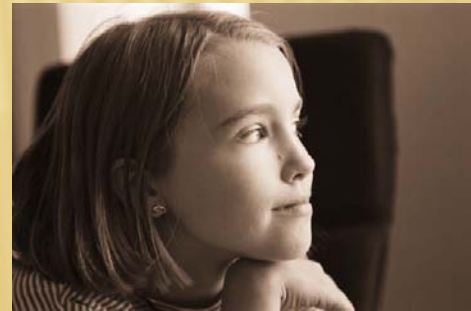
Attachments

PowerPoint - If I Were Mayor...

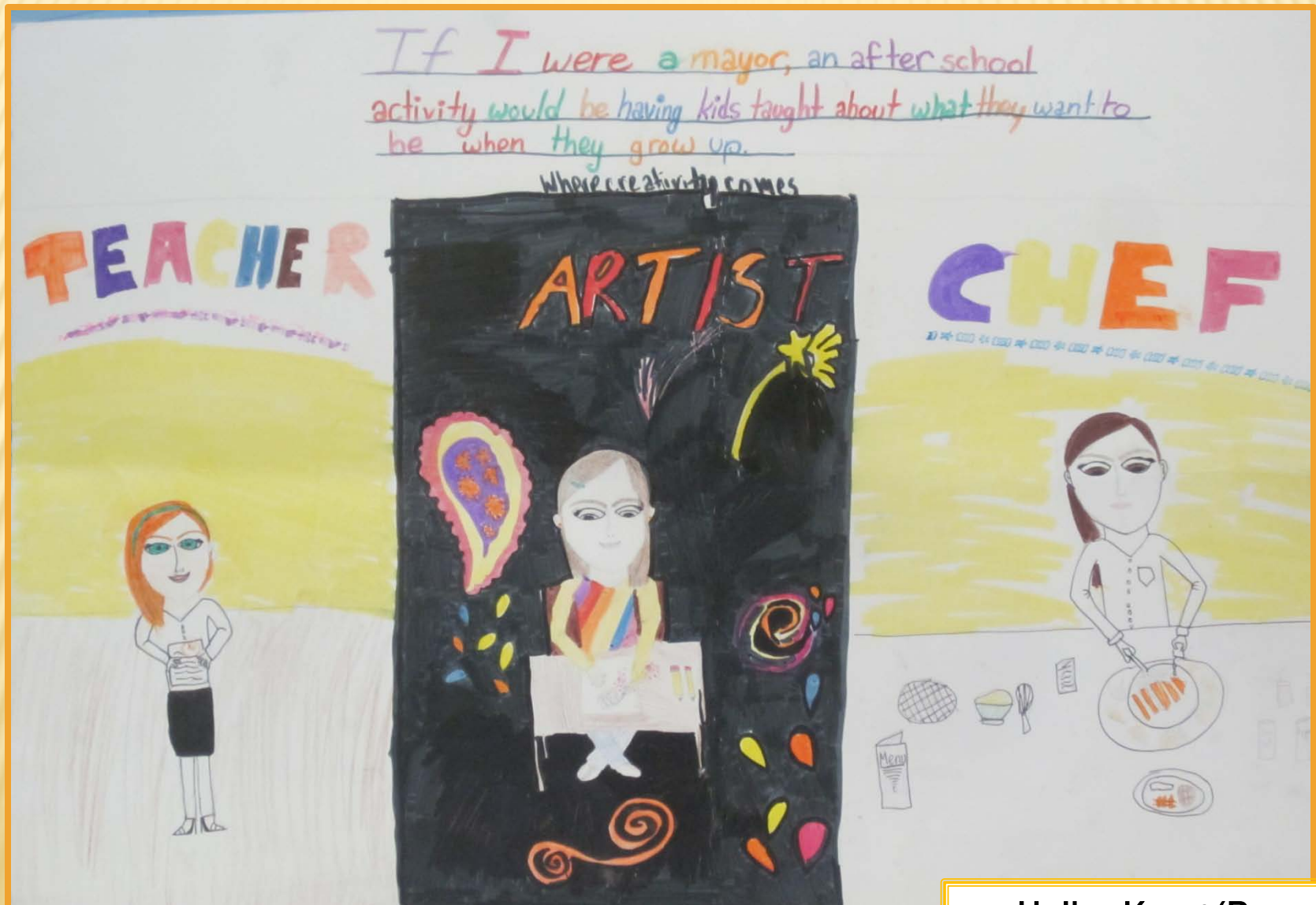
“If I Were Mayor, afterschool would be...”

Sponsored by the City of Tualatin, Oregon Mayors Association and OregonASK afterschool network

- A unique opportunity to promote local government education in our community
- Oregon students were asked to share their ideas about what afterschool opportunities they would like in their city if they were Mayor.



Grade 4-5 Poster Contest Winner



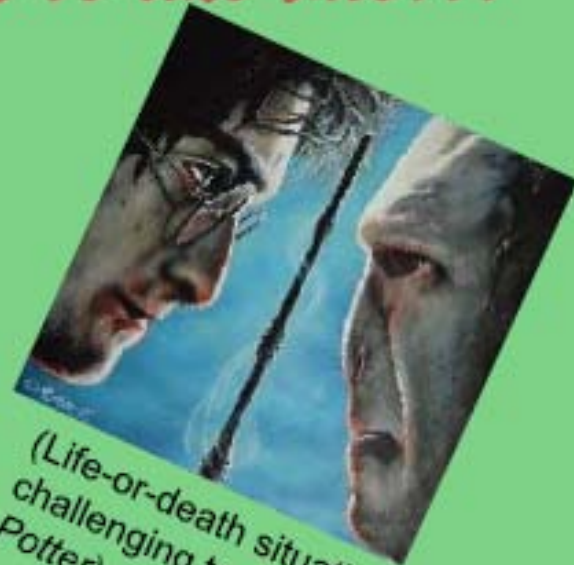
Hailey Kang (Byrom)

High School Contest Winner

The programs wouldn't be like this...



(Violent and competitive, like in *The Hunger Games*)



(Life-or-death situations and challenging tasks, like in *Harry Potter*)

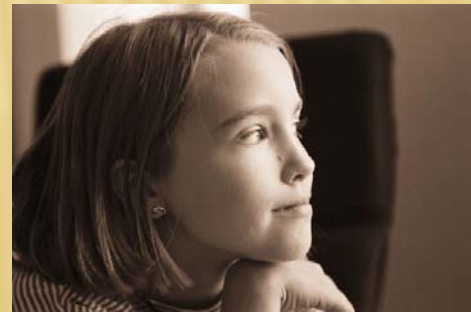


(Full of teenage romance and angst, like in *Twilight*—we have enough of that during school)

“If I Were Mayor, afterschool would be...”

Sponsored by the City of Tualatin, Oregon Mayors Association and OregonASK afterschool network

Congratulations Hailey and Gillian!



City Council Meeting

E. 2.

Meeting
Date: 05/14/2012

SPECIAL REPORTS

Quarterly Financial Update

Attachments

PowerPoint - Quarterly Financial Update



City of Tualatin

QUARTERLY FINANCIAL UPDATE

Fiscal Year 2011 – 2012

Second Quarter, ending March 31, 2012

Tonight's Discussion

- ▣ Council Priorities Update
- ▣ 3rd Quarter Accomplishments
- ▣ Revenues and Expenditures
- ▣ Fiscal Health Model Update
- ▣ Property Taxes
- ▣ Fiscal Year 2012-13 Budget Process Update

Council Priorities Update

▣ Website Redesign

- Internal web team continues work on building new content and features for the new website
- www.tualatinoregon.gov will launch in mid-June
- Opportunity for public to beta-test the site and provide feedback to staff



Council Priorities Update

- ▣ Eastside Redevelopment & Downtown Visioning
 - Projects progressing:
 - ▣ Transportation System Plan Update
 - ▣ Linking Tualatin
 - ▣ Tualatin Sherwood Road Improvements
 - ▣ Gateway Project



Council Priorities Update

- ▣ Community Recreation
 - Held discussion in Work Session this evening about Juanita Pohl Center Operations and Staffing



Council Priorities Update

- ▣ Community Engagement
 - Tualatin Tomorrow Advisory Committee formed and prepared for Annual Partners Meeting
 - Citizen Involvement Organization (CIO) Program
 - CIOs 1, 2, 3, 5, 6 and the Commercial CIO have all formed and have begun meeting
 - Others expected to form by the end of the summer
 - Community Engagement strategies integrated into all projects and initiatives



3rd Quarter Accomplishments

Police Department Turned 25



Pohl Center Remodel



Commons Lake Cleaned



Video of Sewer and Storm Systems



Solar Panels at Operations

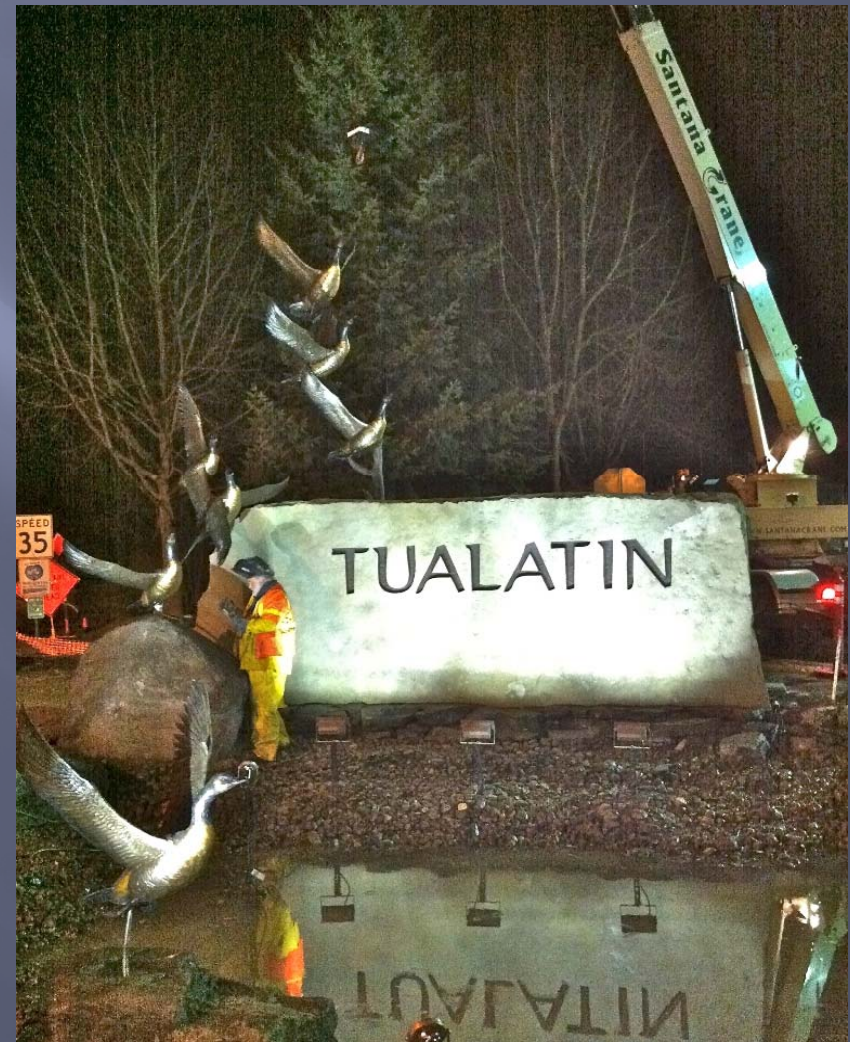


Capital Projects

- ▣ Capital Projects Underway
 - Design for Waterline Projects (Martinazzi and Boones Ferry Road)
 - Dakota Chieftain



Tualatin Sherwood Road Improvements and Gateway Project

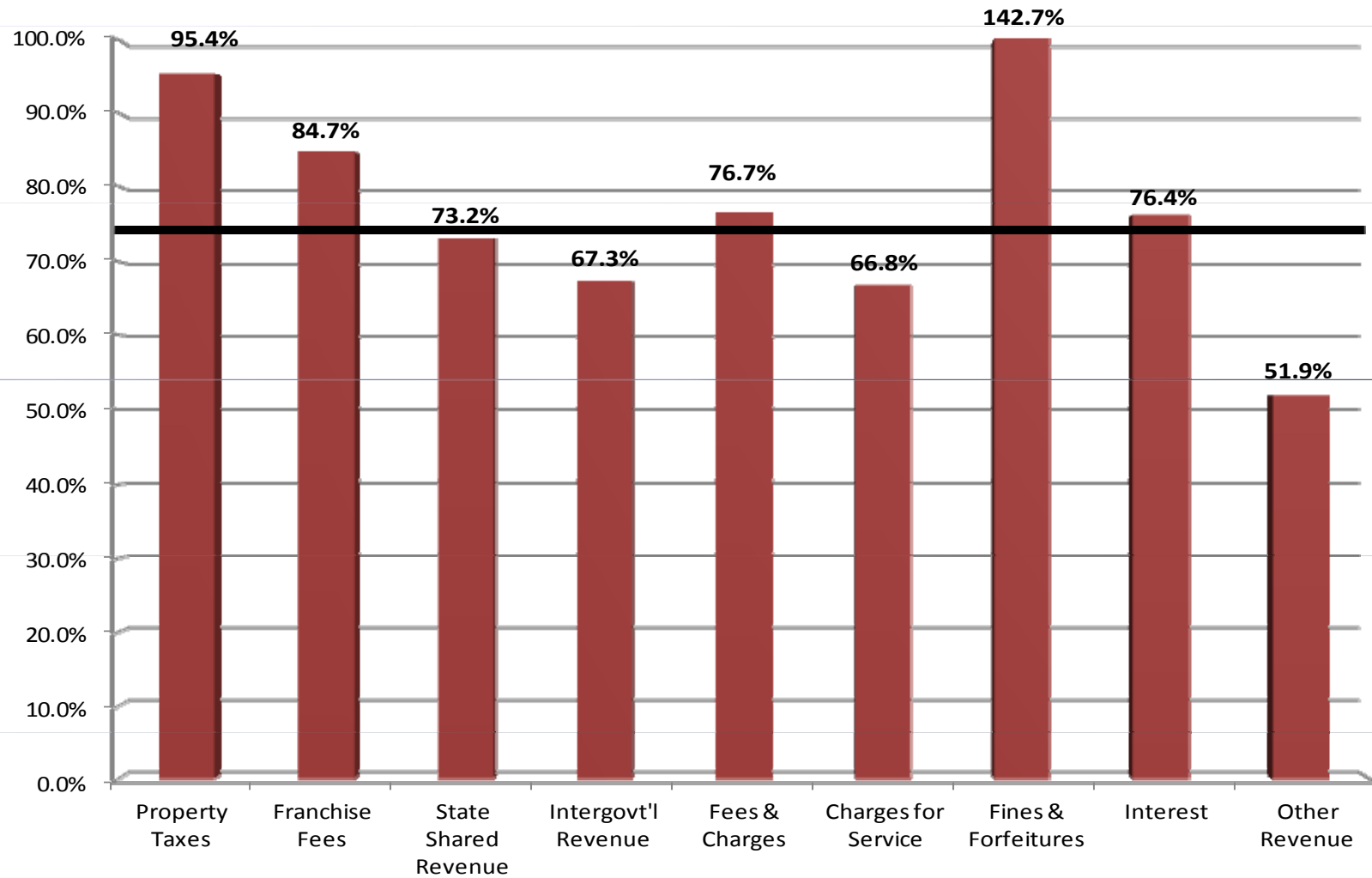


Leveton Drive and 128th Avenue

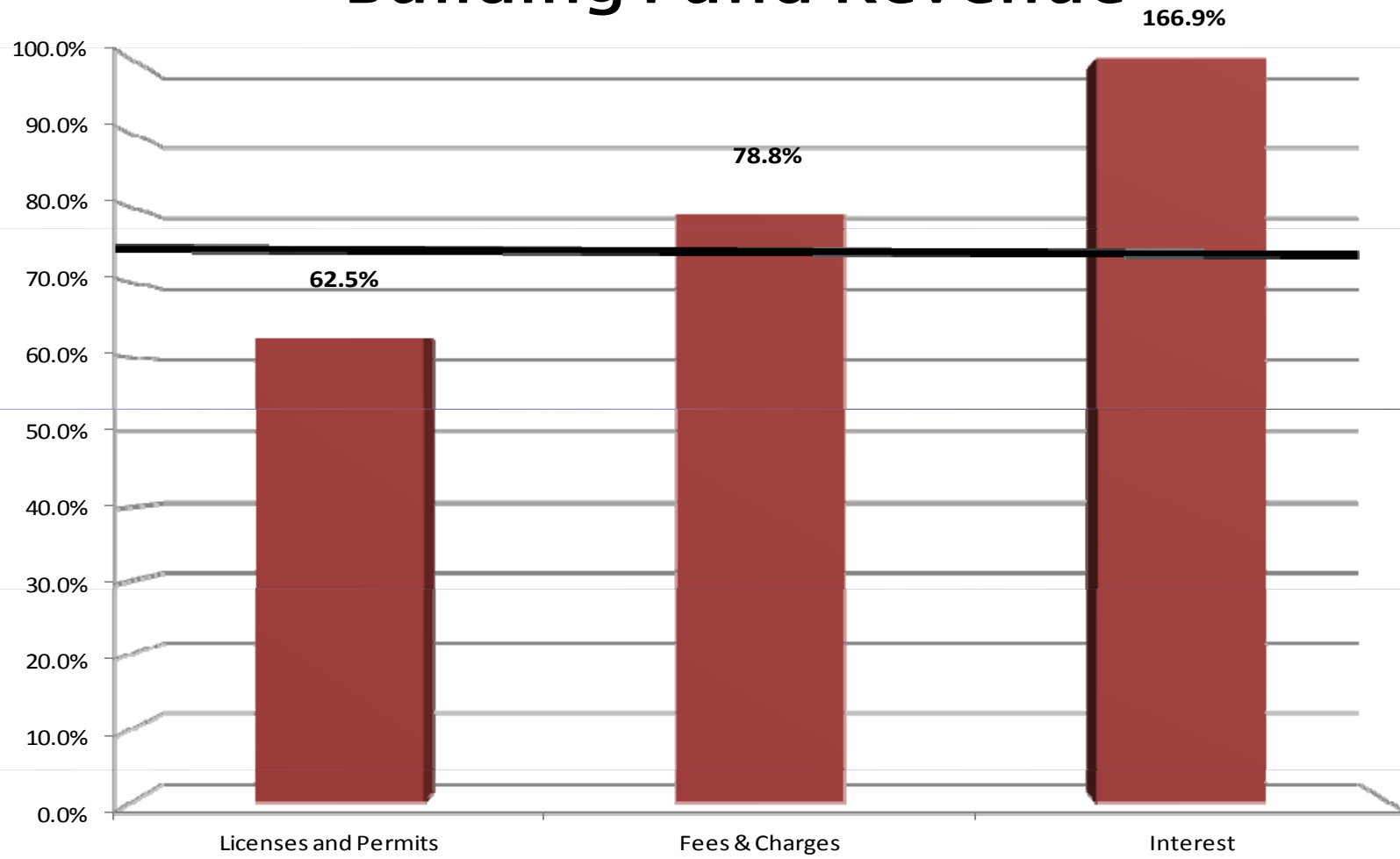


Operating Funds Revenues and Expenditures

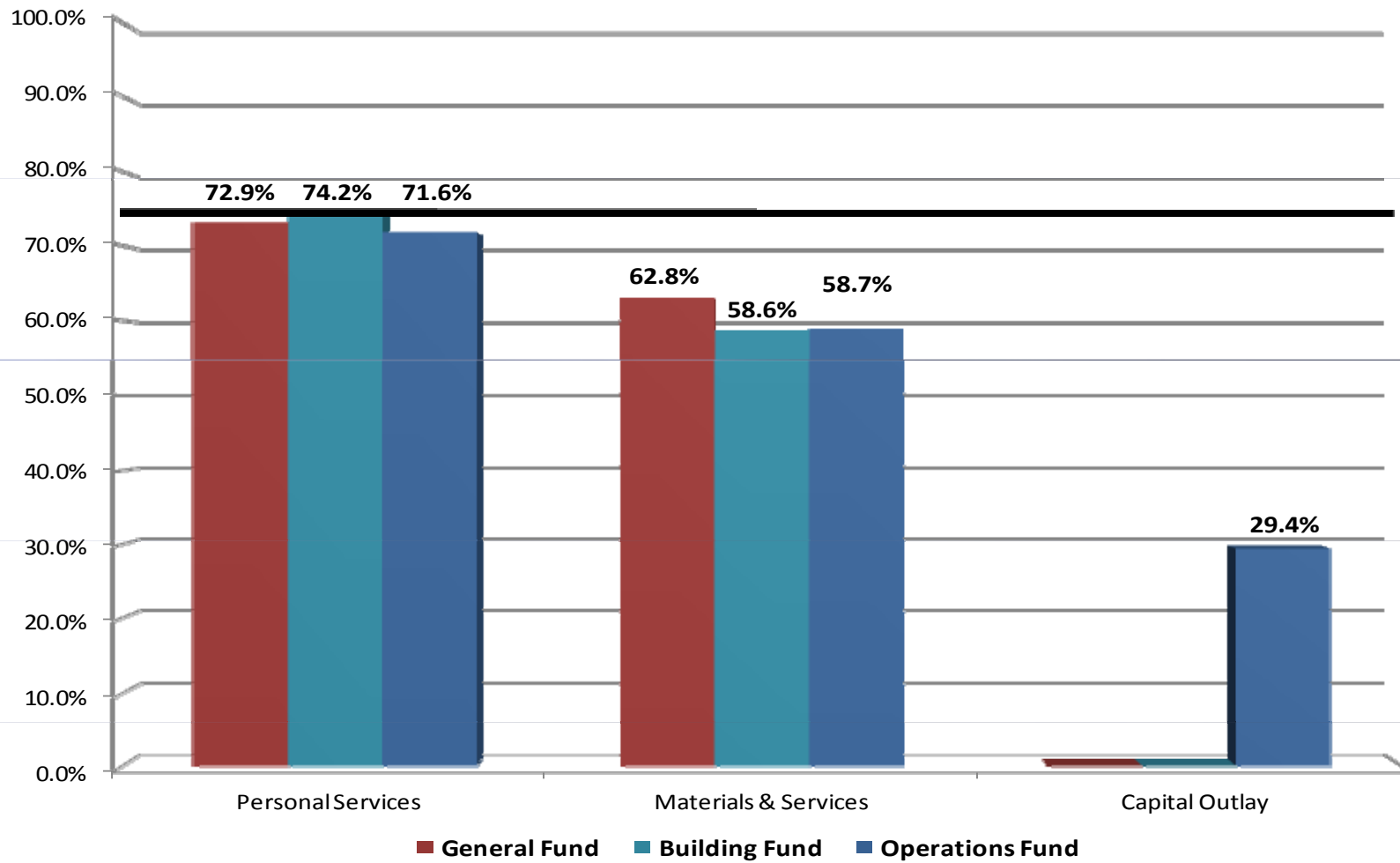
General Fund Revenue



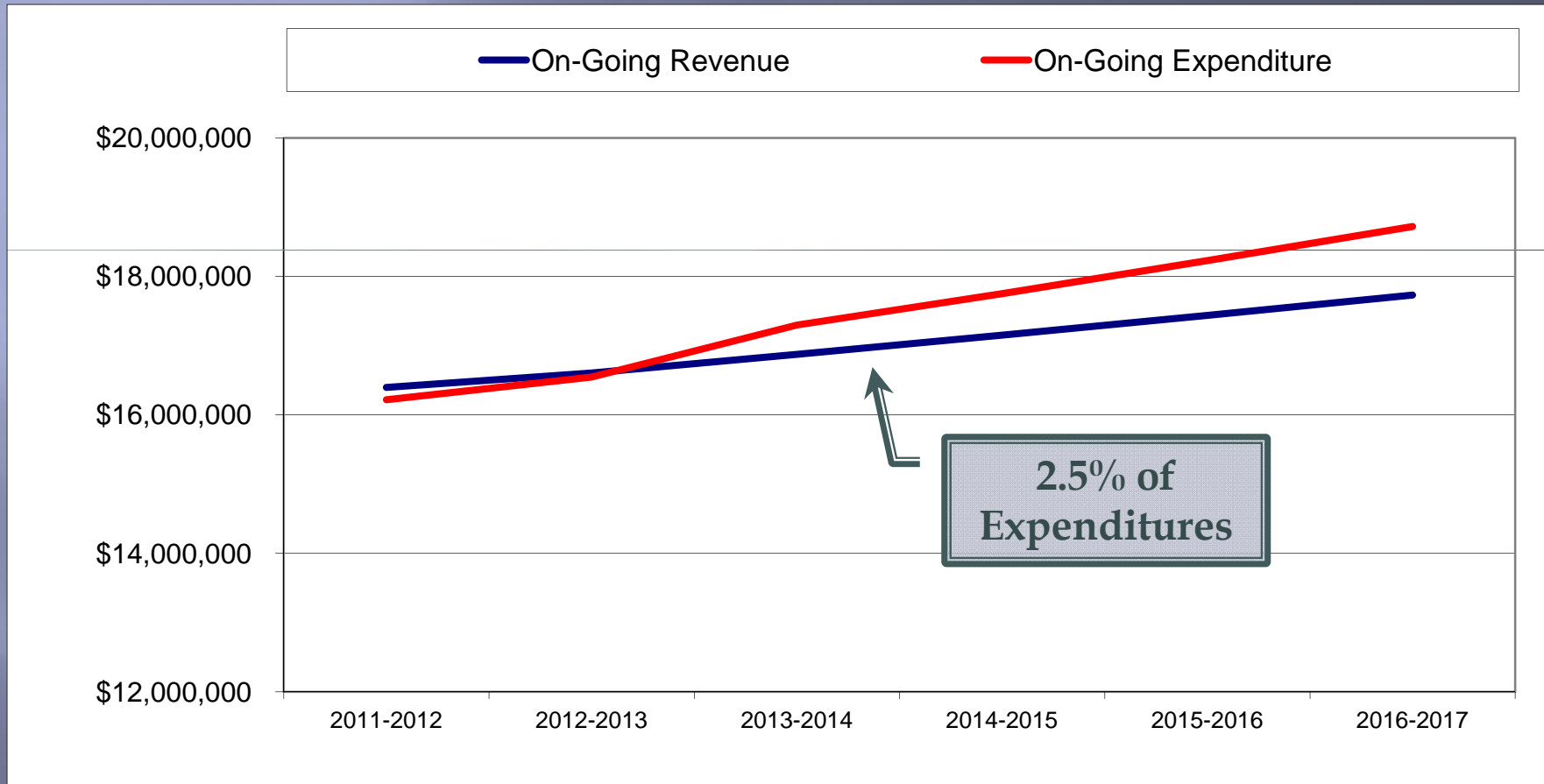
Building Fund Revenue



Operating Expenditures



Fiscal Health Update



Oregon Department of Revenue

Oregon Property Tax Statistics FY 11-12

- ▣ Real Market Value (RMV) decreased 5.3%
- ▣ Assessed Value (AV) increased 2.4%
- ▣ Ratio of assessed value to market value (AV/RMV) increased from 0.688 in FY 10-11 to 0.744 in FY 11-12
 - Similar to FY 03-04
- ▣ Compression losses for cities increased 44%
- ▣ AV of residential property represents 53% of all AV, with 53% of statewide residential property value located in Multnomah, Washington and Clackamas Counties
- ▣ 1,300 districts impose property taxes in Oregon
 - Schools receive 42% of property tax revenue, Cities 22% and Counties 19%.

Oregon Department of Revenue

Oregon Property Tax Statistics FY 11-12

- ▣ What about Tualatin?
 - Real Market Value (RMV) decreased 5.5%
 - Assessed Value (AV) increased 1.1%
 - Ratio of assessed value to market value (AV/RMV) increased from 0.751 in FY 10-11 to 0.803 in FY 11-12
 - Compression loss for the City of Tualatin is \$4.59

Fiscal Year 2012-13 Budget Update

- ▣ Proposed Budget is complete and is being printed
- ▣ Key dates in process
 - May 17th – First Budget Committee Meeting
 - ▣ Recap of current fiscal year
 - ▣ Budget Message delivered and proposed budget released
 - ▣ Begin committee discussion of proposed budget
 - May 30th – Second Budget Committee Meeting
 - ▣ Operating Funds discussion
 - ▣ Meeting for public comment
 - June 25th – Budget adoption public hearing

Summary

- ▣ Continued working on Council Priorities
- ▣ Significant 3rd quarter accomplishments
- ▣ Budget Committee meetings begin this week
- ▣ Tualatin continues to provide quality services, while being fiscally prudent



City of Tualatin



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 05/14/2012

SUBJECT: Public Hearing on Proposed Supplemental Budget and Changes to Adopted 2011-2012 Budget

ISSUE BEFORE THE COUNCIL:

Public Hearing to discuss the proposed supplemental budget.

RECOMMENDATION:

Staff recommends adopting the attached Resolution, after holding the required public hearing.

EXECUTIVE SUMMARY:

Occasionally, it becomes necessary after the budget is adopted to increase the total expenditures of a fund. Oregon Revised Statutes (ORS) 294.480, allows for an increase under certain circumstances. One such circumstance is for an occurrence or condition, which had not been ascertained at the time of the preparation of the budget.

ORS 294.480 spells out the process for adopting a supplemental budget. Adjusting a budgeted fund by 10% or more of the expenditures of that fund requires a supplemental budget. Therefore, the City Council can adopt the supplemental budget at a regular meeting of the governing body by resolution, after holding a public hearing on the supplemental budget. Notice of the public hearing is required to be published as required by Local Budget Law. This notice was published on May 3, 2012.

The public hearing this evening is necessary due to the timing of projects in the Water Development Fund. When the 2011/2012 budget was prepared and adopted, it was anticipated that the projects would be included in the 2012/2013 fiscal year, particularly the Boones Ferry Road waterline upsizing for the Marquis development; however, the timing of that project is now in the 2011/2012 budget year. Local Budget Law allows contingency transfers by Council Resolution, up to 15% of the total appropriations of the Fund. Contingency transfers exceeding 15% require adoption of a supplemental budget, after a public hearing is held. The proposed amount exceeds 15% of total appropriations, but there is sufficient contingency dollars available in the Water Development Fund for this request.

Additionally, there are other items proposed this evening for contingency transfers that fall under the 15% limit, not requiring a public hearing. These can be approved by passage of the attached Resolution. There are four affected funds; General Fund, Sewer Operating Fund, Storm Drain Operating Fund and the Building Fund. During the fiscal year, staff determined that an assessment of the City's information systems structure was necessary. An assessment was conducted and some immediate steps were put into place to better stabilize the system. The department was restructured and an Interim Information Services Manager was brought in to move forward with the recommendations of the assessment. This transfer covers the cost of the assessment and staffing changes through the end of the fiscal year. After bidding the Dakota Chieftain project, the low bid came in higher than originally anticipated when the budget was adopted. The transfers in the sewer and storm drain funds are to cover the bid amounts. Lastly, when the budget was adopted, it was anticipated that the increased activity in the Building Division could be handled through contractual services. During the fiscal year, it was determined that the projects coming in through the permit counter and inspections necessitated bringing these services in-house. The proposed transfer moves the funding from the Consultants line item to personal services and an additional contingency transfer to cover estimated costs through the end of the fiscal year. There is sufficient contingency dollars available in all four funds to accommodate the request.

There are three cases in which unexpected revenues were received, necessitating a change in expenditures. The first is for a payment in the established Zone of Benefit for the 124th Avenue project completed a couple years ago. Payments from the affected property owners are not due until the property develops, up to 10 years. The adopted 2011-2012 budget did not anticipate any payments. The City received an unexpected payment, which is received in the Gas Tax Fund and transferred to the Leveton Tax Increment District Projects Fund. The transfer line in the Gas Tax Fund needs to be increased to accommodate this process. The second of the three is for additional staffing and changes made to the Council Building due to the increased volume in the Municipal Court. The volume of citations has exceeded the estimates that were made during the 2011-2012 budget preparation, requiring additional staffing in Municipal Court. Additional materials and services were needed to accommodate the increased volume and a remodel of the work space on the first floor of the Council Building was also necessary. There is a sufficient increase in fine revenues to cover these extra costs. The last item proposed for appropriation of increased revenues is for an increase to the Community Development Block Grant monies for the Juanita Pohl Center renovation. The City was recently notified that the Washington County Policy Advisory Board allocated \$20,200 of contingency funding from the pool of CDBG funds that pass through the County to this project. The attached resolution increases each fund's revenues for these unanticipated events and appropriates the corresponding expenditures.

As mentioned, the public hearing is for the Water Development Fund contingency transfer, with the remaining items being proposed as part of the same Resolution to be considered after holding the public hearing.

OUTCOMES OF DECISION:

Failure to pass the resolution puts the City in danger of not complying with Local Budget Law.

FINANCIAL IMPLICATIONS:

The net effect to the affected funds is zero, as the resolution transfers existing appropriations and appropriates additional revenues received to cover increases in expenditure budget lines.

Attachments: Resolution with Attachment A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2011 - 2012
BUDGET

WHEREAS after the budget process for the 2011-2012 fiscal year was completed, an occurrence or condition arose that could not have been ascertained at the time of the budget preparation; and

WHEREAS in order to lawfully comply with the requirements of Local Budget Law, increases in budgeted resources and requirements are necessary; and

WHEREAS Oregon Revised Statutes (ORS) 294.480 allows for the preparation and adoption of a supplemental budget.

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

Section 1. The City Council wishes to comply with Local Budget Law, and authorize spending of additional resources; and

Section 2. Increased resources and requirements should be made as detailed in Exhibit A to this Resolution.

INTRODUCED AND ADOPTED this 14th day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

Exhibit A-Resolution May 2012

**City of Tualatin
Fiscal Year 2011 - 2012
Budget Changes, May 2012**

Existing Appropriation Transfer:

<u>To</u>		<u>Amount</u>	<u>From</u>		<u>Amount</u>	<u>Notes</u>
Fund Projects	032-0000-601.70-09	\$ 150,000	Contingency	032-0000-601.97-01	\$ 150,000	ASR & Boones Ferry Waterline
Full-Time Salaries	001-1080-511.10-01	\$ 15,000	Contingency	001-1990-511.97-01	\$ 65,000	IS Assessment and Interim Staffing
Consultants	001-1080-511.49-02	\$ 50,000				
Fund Projects	013-0000-611.70-09	\$ 60,000	Contingency	013-0000-611.97-01	\$ 60,000	Dakota Chieftain Project
Fund Projects	015-0000-631.70-09	\$ 35,000	Contingency	015-0000-631.97-01	\$ 35,000	Dakota Chieftain Project
Full-Time Salaries	003-3030-514.10-01	\$ 42,000	Contingency	003-3030-514.97-01	\$ 32,000	Permit Tech
FICA	003-3030-514.11-02	\$ 4,000	Consultants	003-3030-514.49-02	\$ 25,000	
Pension	003-3030-514.11-04	\$ 6,000				
Insurance	003-3030-514.11-06	\$ 5,000				

Appropriation of Increased Revenues:

<u>Increase - Revenue</u>		<u>Amount</u>	<u>Increase - Expenditure</u>		<u>Amount</u>	<u>Notes</u>
Gas Tax Fund						
Other Misc Income	017-0000-486.01-01	\$ 24,618	Transfer to Leveton Projects Fund	017-0000-621.69-43	\$ 24,618	Zone of Benefit Recovery Payment
General Fund						
Municipal Court Fines	001-0000-481.01-01	\$ 115,000	Full-Time Salaries	001-1050-511.10-01	\$ 56,000	Municipal Court Staffing, Materials
			FICA	001-1050-511.11-02	\$ 4,500	and Services and Council Building
			Pension	001-1050-511.11-04	\$ 8,000	Remodel
			Insurance	001-1050-511.11-06	\$ 17,500	
			Office Supplies	001-1050-511.30-01	\$ 1,500	
			Printing and Postage	001-1050-511.30-02	\$ 4,000	
			Personal Computer/Laptops	001-1050-511.41-07	\$ 3,500	
			R&M - Major Projects	001-1510-519.70-50	\$ 20,000	
Park Development Fund						
CDBG Funding	036-0000-442.05-15	\$ 20,200	Fund Projects	036-0000-551.70-09	\$ 20,200	Increased CDBG Funding Pohl Center Renovation



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Alice Rouyer, Community Development Director

FROM: Dayna Webb, Project Engineer
Kaaren Hofmann, Engineering Manager

DATE: 05/14/2012

SUBJECT: An Ordinance Relating to Public Contracting: Amending the Applicable Time Period for the Qualified Pool List

ISSUE BEFORE THE COUNCIL:

The Council will consider whether to amend Tualatin Municipal Code Section 1-21-120 of the public contracting rules to extend the period of time the Qualified Pool List may be used.

RECOMMENDATION:

Staff recommends that Council adopt the attached ordinance.

EXECUTIVE SUMMARY:

Oregon Public Contracts law allows government entities to establish a list of prequalified bidders and proposers to be utilized for certain public contracts. The City's current Public Contracting Rules allow the qualified pool list to be good for one year. However, state law will allow the list to exist for two years. If the City changes its Public Contracting Rules to allow the list to exist for two years, it will reduce not only the amount of staff time that is required to create the list but will also reduce the burden of submittal on potential consultants.

OUTCOMES OF DECISION:

If the Council decides to adopt the ordinance, the applicable time period the Qualified Pool is good for will be increased to two years.

If the Council decides not to adopt the ordinance, the applicable time period of the Qualified Pool will remain one year.

Attachments: Qualified Pool Term

ORDINANCE NO. _____

AN ORDINANCE AMENDING QUALIFIED POOLS USED IN THE CITY OF TUALATIN'S PUBLIC CONTRACTING RULES; EXTENDING THE EFFECTIVE TERM FROM ONE YEAR TO TWO YEARS; AND AMENDING TMC 1-21-120

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 1-21-120 is amended to read as follows:

The City may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

(1) Informally Solicited Quotes and Proposals.

(a) When authorized by this chapter, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the Solicitation Agent, or in any other manner which the Solicitation Agent deems suitable for obtaining competitive quotes or proposals. The Solicitation Agent shall deliver or otherwise make available to potential offerors a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

(b) The Solicitation Agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the Solicitation Agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than, or in addition to, price, the Solicitation Agent shall award the contract to the responsible offeror that will best serve the interest of the City, based on the criteria for award.

(c) A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

(2) Qualified Pools.

(a) To create a qualified pool, the Purchasing Manager or City Council may invite prospective contractors to submit their qualifications to the City for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

(b) The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will

be for a term that exceeds ~~one year~~ two years or allows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once ~~per~~ every two years and shall be posted at on the City's ~~main office and on its website~~.

(c) Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained and the minimum qualifications for participation in the pool which may include, but shall not be limited to, qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of the City.

(d) The operation of each qualified pool may be governed by the provisions of a pool contract to which the City and all pool participants are parties. The Contract shall contain all terms required by the City including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission on an annual or other periodic basis of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the City may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any City contract.

(e) Subject to this chapter concerning methods of solicitation for classes of contracts, the Solicitation Agent or City Council shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the Solicitation Agent or City Council determines that best interests of the City require solicitation by public advertisement, in which case pool participants shall be notified of the solicitation and invited to submit competitive proposals.

(f) The Purchasing Manager or City Council may discontinue a qualified pool at any time, or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

(g) The Purchasing Manager shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the City Council in the manner described in these rules.

INTRODUCED AND ADOPTED this 14th Day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Linda Odermott, Paralegal
Brenda Braden, City Attorney

DATE: 05/14/2012

SUBJECT: An Ordinance Amending Community Design Standards by Removing Core Area Parking District "Impact Fee" Provisions and Amending Off-Street Parking Provisions; and Amending TDC 73.370 (PTA-11-12)

ISSUE BEFORE THE COUNCIL:

Council will consider an Ordinance that will remove provisions of the on-site parking standards that allows payment of a parking "Impact Fee" within downtown Tualatin's Core Area Parking District (CAPD). The TDC amendment is paired with an amendment to the Tualatin Municipal Code (TMC) Chapter 11-3 Core Area Parking District Board that will remove "Impact Fee" provisions. This Ordinance amends TDC Chapter 73.370(2) Off-Street Parking Provisions.

RECOMMENDATION:

Staff recommends that Council approve the Ordinance removing "Impact Fee" and amending TDC 73.370(2) (PTA-11-12).

EXECUTIVE SUMMARY:

On April 23, 2012, Council held a public hearing on the Ordinance to decide whether to approve the Ordinance amending Community Design Standards by removing Core Area Parking District "Impact Fee" provisions and amending off-street parking provisions by amending TDC 73.370. At the conclusion of the public hearing, the Council approved the Ordinance by a vote of 7-0. Council directed staff to bring back the Ordinance for adoption at the next Council Meeting.

Attachments: [PTA Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING COMMUNITY DESIGN STANDARDS BY
REMOVING CORE AREA PARKING DISTRICT "IMPACT FEE" PROVISIONS
AND AMENDING OFF-STREET PARKING PROVISIONS; AND AMENDING
TDC 73.370 (PTA-11-12)

WHEREAS upon the application of Community Development Department, a public hearing was held before the City Council of the City of Tualatin on April 23, 2012, related to a Plan Text Amendment of the Tualatin Development Code (TDC); and amending TDC 73.370 (PTA-11-12); and

WHEREAS notice of public hearing was given as required under the Tualatin Development Code by publication in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and by mailing a copy of the notice to all landowners in the Core Area Parking Area, which is evidenced by the Affidavit of Mailing marked "Exhibit C," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on April 23, 2012, and heard and considered the testimony and evidence presented by 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 by a vote of [7-0],

WHEREAS based upon the evidence and testimony heard and considered by the Council and especially the City staff report dated April 23, 2012, the Council makes and adopts as its Findings of Fact the findings and analysis in the staff report attached as "Exhibit D," which are incorporated by this reference; and

WHEREAS based upon the foregoing Findings of Fact, the City Council finds that it is in the best interest of the residents and inhabitants of the City and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TDC 73.370 is amended to read as follows:

(1) General Provisions.

(a) At the time of establishment of a new structure or use, or change in use, or change in use of an existing structure, within any planning district of the City, off-street parking spaces, off-street vanpool and carpool parking spaces for commercial, institutional and industrial uses, off-street bicycle parking, and off-street loading berths shall be as provided in this and following sections, unless greater requirements are otherwise established by the conditional use permit or the Architectural Review process, based upon clear findings that a greater number of spaces are necessary at that location for protection of public health, safety and welfare or that a lesser number of vehicle parking spaces will be sufficient to carry out the objectives of this section. In the Central Design District, the Design Guidelines of TDC 73.610 shall be considered. In case of conflicts between guidelines or objectives in TDC Chapter 73, the proposal shall provide a balance.

(b) At the time of enlargement of an existing multi-family residential, commercial, institutional or industrial structure or use, TDC 73.370 shall apply to the existing and enlarged structure or use.

(c) Except where otherwise specified, the floor area measured shall be the gross floor area of the building primary to the function of the particular use of the property other than space devoted to off-street parking or loading.

(d) Where employees are specified, the term shall apply to all persons, including proprietors, working on the premises during the peak shift.

(e) Calculations to determine the number of required parking spaces and loading berths shall be rounded to the nearest whole number.

(f) If the use of a property changes, thereby increasing off-street parking or loading requirements, the increased parking/loading area shall be provided prior to commencement of the new use.

(g) Parking and loading requirements for structures not specifically listed herein shall be determined by the Community Development Director, based upon requirements of comparable uses listed.

(h) When several uses occupy a single structure, the total requirements for off-street parking may be the sum of the requirements of the several uses computed separately or be computed in accordance with TDC 73.370(1)(m), Joint Use Parking.

(i) Off-street parking spaces for dwellings shall be located on the same lot with the dwelling. Other required parking spaces may be located on a separate parcel, provided the parcel is not greater than five hundred (500) feet from the entrance to the building to be served, measured along the shortest pedestrian route to the building. The applicant must prove that the parking located on another parcel is functionally located and that there is safe vehicular and pedestrian access to and from the site. The parcel upon which parking facilities are located shall be in the same ownership as the structure.

(j) Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons and employees and shall not be used for storage of vehicles or materials or for the parking of trucks used in conducting the business.

(k) Institution of on-street parking, where none is previously provided, shall not be done solely for the purpose of relieving crowded parking lots in commercial or industrial planning districts.

(l) Parking facilities may be shared by users on adjacent parcels if the following standards are met:

(i) One of the parcels has excess parking spaces, considering the present use of the property; the other parcel lacks sufficient area for required parking spaces.

(ii) The total number of parking spaces meets the standards for the sum of the number of spaces which would be separately required for each use.

(iii) Legal documentation, to the satisfaction of the City Attorney, shall be submitted verifying permanent use of the excess parking area on one lot by patrons of the uses deficient in required parking area.

(iv) Physical access between adjoining lots shall be such that functional and reasonable access is actually provided to uses on the parcel deficient in parking spaces.

(v) Adequate directional signs shall be installed specifying the joint parking arrangement.

(vi) Areas in the Natural Resource Protection Overlay District, Other Natural Areas identified in Figure 3-4 of the Parks and Recreation Master Plan, or a Clean Water Services Vegetated Corridor would be better protected.

(m) Joint Use Parking. Joint use of parking spaces may occur where two or more separate developments or multiple uses in a development are able to jointly use some or all of the same required parking spaces because their parking demands occur at different times. Joint use of parking spaces may be allowed if the following standards are met:

(i) There shall be no substantial conflict in the principal operating hours of the buildings or uses for which the joint use parking is proposed. Future change of use, such as expansion of a building or establishment of hours of operation which conflict with or affect a joint use parking agreement are prohibited, unless approval is obtained through the Architectural Review process;

(ii) The joint use parking spaces shall be located no more than 500 feet from a building or use to be served by the joint use parking;

(iii) The number and location of parking spaces, hours of use and changes in operating hours of uses subject to joint use shall be approved through the Architectural Review process;

(iv) Legal documentation, to the satisfaction of the City Attorney, shall be submitted verifying the joint use parking between the separate developments. Joint use parking agreements may include provisions covering maintenance, liability, hours of use and cross easements; and

(v) The City Attorney approved legal documentation shall be recorded by the applicant at the Washington or Clackamas County Recorder's Office and a copy of the recorded document submitted to the Planning Department prior to issuance of a building permit.

(vi) Areas in the Natural Resource Protection Overlay District, Other Natural Areas identified in Figure 3-4 of the Parks and Recreation Master Plan, or a Clean Water Services Vegetated Corridor would be better protected.

(n) Bicycle parking facilities shall either be lockable enclosures in which the bicycle is stored, or secure stationary racks which accommodate a bicyclist's lock securing the frame and both wheels.

(o) Each bicycle parking space shall be at least 6 feet long and 2 feet wide, and overhead clearance in covered areas shall be at least 7 feet, unless a lower height is approved through the Architectural Review process.

(p) A 5-foot-wide bicycle maneuvering area shall be provided beside or between each row of bicycle parking. It shall be constructed of concrete, asphalt or a pervious surface such as pavers or grasscrete, but not gravel or woody material, and be maintained.

(q) Access to bicycle parking shall be provided by an area at least 3 feet in width. It shall be constructed of concrete, asphalt or a pervious surface such as pavers or grasscrete, but not gravel or woody material, and be maintained.

(r) Required bicycle parking shall be located in convenient, secure, and well-lighted locations approved through the Architectural Review process. Lighting, which may be provided, shall be deflected to not shine or create glare into street rights-of-way or fish and wildlife habitat areas.

(s) Bicycle parking facilities may be provided inside a building in suitable secure and accessible locations.

(t) Bicycle parking may be provided within the public right-of-way in the Core Area Parking District subject to approval of the City Engineer and provided it meets the other requirements for bicycle parking.

(u) Bicycle parking areas and facilities shall be identified with appropriate signing as specified in the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition). At a minimum, bicycle parking signs shall be located at the main entrance and at the location of the bicycle parking facilities.

(v) Required bicycle parking spaces shall be provided at no cost to the bicyclist, or with only a nominal charge for key deposits, etc. This shall not preclude the operation of private for-profit bicycle parking businesses.

(w) Parking on existing residential, commercial and industrial development may be redeveloped as a transit facility as a way to encourage the development of transit supportive facilities such as bus stops and pullouts, bus shelters and park and ride stations. Parking spaces converted to such uses in conjunction with the transit agency and approved through the Architectural Review process will not be required to be replaced.

(x) Required vanpool and carpool parking shall meet the 9-foot parking stall standards in Figure 73-1 and be identified with appropriate signage.

(2) Off-Street Parking Provisions.

(a) The following are the minimum and maximum requirements for off-street motor vehicle parking in the City, except for minimum parking requirements for the uses in TDC 73.370(2)(a) (Residential Uses: iii, iv, v, vi, vii; Places of Public Assembly: I, ii, iv; Commercial Amusements: I, ii; and Commercial: I, ii, xi, xii, xiv) within the Core Area Parking District (CAPD). Minimum standards for off-street motor vehicle parking for the uses in 73.370(2) (a) Residential Uses: iii, iv, v, vi, vii; Places of Public Assembly: I, ii, iv; Commercial Amusements: I, ii; and Commercial: I, ii, xi, xii, xiv in the CAPD are in TDC 73.370(2)(b). The maximum requirements are divided into Zone A and Zone B, as shown on the Tualatin Parking Zone Map, Figure 73-3. The following are exempt from calculation of maximum parking requirements: parking structures; fleet parking; parking for vehicles for sale, lease or rent; car/vanpool parking; dedicated valet parking; and user-paid parking.

(b) The following are the minimum requirements for off-street motor vehicle parking in the Core Area Parking District (CAPD) for the uses in TDC 73.370(2)(a)(Residential Uses: iii,

iv, v, vi, vii; Places of Public Assembly: i, ii, iv; Commercial Amusements: i, ii; and Commercial: i, ii, xi, xii, xiv).

(i) Core Area Parking District (CAPD) off-street motor vehicle parking standards are required at 75% of the applicable off-street motor vehicle parking requirements identified in TDC 73.370(1)(h), 73.370(1)(m) and 73.370(2)(a).

(ii) Off-street motor vehicle parking requirements: (Refer to Core Area Parking District Ordinance TMC Chapter 4-24 Chapter 11-3 for fee schedules -and regulations regarding the Core Area Parking District.)

(A) Commercial, semi-public, and public uses except as outlined under TDC 73.370(2)(b)(ii)(B). A minimum of 75% of required CAPD off-street motor vehicle parking shall be provided for the first two floors of gross leasable area for commercial, semi-public, and public uses above grade, except as outlined under TDC 73.370(2)(b)(ii)(B). ~~A maximum of 25% of required CAPD off-street motor vehicle parking for the first two floors of gross leasable area for commercial, semi-public, and public uses above grade, except as outlined under TDC 73.370(2)(b)(iii)(B), may be provided through an impact fee as outlined in the Core Area Parking District ordinance.~~

(B) Development of a publicly-owned community center on Tract 8 of the Tualatin Commons shall be exempt from providing off-street motor vehicle parking and the impact fee within the CAPD.

(C) Residential Uses:

(1) Common-wall Dwellings including townhouses and condominiums. A minimum of 75% of required CAPD off-street motor vehicle parking shall be provided. ~~A maximum of 25% of required CAPD off-street motor vehicle parking per living unit may be provided through an impact fee as outlined in the Core Area Parking District ordinance.~~

(2) Multi-Family Dwellings. A minimum of 75% of required CAPD off-street motor vehicle parking shall be provided for the first two floors of living units, above grade. ~~A maximum of 25% of required CAPD off-street motor vehicle parking for the first two floors of dwelling units may be provided through an impact fee as outlined in the Core Area Parking District ordinance.~~

(3) Retirement Housing, Residential Homes and Residential Facilities. A minimum of 75% of required CAPD off-street motor vehicle parking shall be provided for the first two floors of dwelling units, above grade. ~~A maximum of 25% of required CAPD off-street motor vehicle parking for the first two floors of living space may be provided through an impact fee as outlined in the Core Area Parking District ordinance.~~

(iii) CAPD off-street motor vehicle parking required under TDC 73.370(2)(b)(i) shall be provided for residential uses and gross leasable area of commercial, semi-public, and public uses below grade and above the second floor, except as outlined under TDC 73.370(2)(b)(ii)(B).

(iv) At the time of enlargement of an existing structure or use there shall be no net loss of existing off-street motor vehicle parking in addition to providing new off-street motor vehicle parking required under TDC 73.370(2)(b).

(v) Outdoor dining facilities are exempt from providing off-street motor vehicle parking within the CAPD.

(3) Off-Street Vanpool and Carpool Parking Provisions.

The minimum number of off-street Vanpool and Carpool parking for commercial, institutional and industrial uses is as follows:

Number of Required Parking Spaces	Number of Vanpool or Carpool Spaces
0 to 10	1
10 to 25	2
26 and greater	1 for each 25 spaces.

INTRODUCED AND ADOPTED this 14th Day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

ITEMS REFERRED TO AS EXHIBITS IN THE FOREGOING ORDINANCE 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.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Linda Odermott, Paralegal
Brenda Braden, City Attorney

DATE: 05/14/2012

SUBJECT: An Ordinance Amending the Core Area Parking District Board: Tax Rate and Impact Fees Committee; Repealing TMC 11-3-100 and Amending TMC 11-3 Schedule A and B.

ISSUE BEFORE THE COUNCIL:

The Council will consider an Ordinance that would amend the Tualatin Municipal Code to conform with changes made in the Tualatin Development Code, which removes the option of paying an impact fee in lieu of providing parking spaces.

RECOMMENDATION:

Staff recommends that the council approve the ordinance amending the Tualatin Municipal Code.

EXECUTIVE SUMMARY:

This Ordinance is the TMC companion Ordinance to the PTA-11-12 that amends TDC 73.370 by removing the "Impact Fee" from the Core Area Parking District. This Ordinance conforms the TMC to the action taken by the TDC Ordinance by removing the "Impact Fee" from TMC 11-3.

Attachments: TMC Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CORE AREA PARKING DISTRICT BOARD:
TAX RATE AND IMPACT FEES COMMITTEE; REPEALING TMC 11-3-100 AND
AMENDING TMC 11-3 SCHEDULE A AND B

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 11-3-100 is repealed in its entirety.

Section 2. TMC 11-3 Schedule A and B are amended to read as follows:

Schedule A

CORE AREA PARKING DISTRICT TAX RATE AND CREDIT

The annual Core Area Parking District tax rate for Fiscal Year 2011/12 is hereby established as \$155.34.

Number of on-site parking spaces provided
Gross leasable area X space factor = "A"

If "A" is greater than or equal to 1.0, the credit is 50%

If "A" is less than 1.0, the credit is ("A" x 50%)

Schedule B

IMPACT FEE FOR THE CORE AREA PARKING DISTRICT

~~_____ An impact fee of \$3,500 per required parking space shall be charged for the amount of parking that is needed to support new, expanded, or existing development that changes use to require additional public parking. The fee is charged on a per space basis according to parking standards established in the Tualatin Development Code for the Core Area Parking District. The fee is collected at the time building permits are issued; and~~

~~_____ The following equation is to be used to calculate impact fee:~~

~~$I = (TP - PP) \times C$ where "I" equals total impact fee to be paid, "TP" equals total parking required to support development as determined by parking requirements established for the Core Area Parking District, "PP" equals private parking located on the development site, and "C" equals determined costs per space to design and build~~

~~each on-grade parking space in a public lot within the District, including pedestrian and bicycle improvements. (C = \$3,500).~~

INTRODUCED AND ADOPTED this 14th Day of May, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder