



TUALATIN CITY COUNCIL

Monday, APRIL 11, 2016

JUANITA POHL CENTER

8513 SW Tualatin Road

Tualatin, OR 97062

WORK SESSION- Canceled
BUSINESS 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 your comments on its agenda, following Announcements, at which time citizens may address the Council concerning any item not on the agenda or to request to have an item removed from the consent agenda. If you wish to speak on a item already on the agenda, comment will be taken during that item. Please fill out a Speaker Request Form and submit it to the Recording Secretary. You will be called forward during the appropriate time; each speaker will be 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 website at www.tualatinoregon.gov/meetings, 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 day of the meeting at www.tualatinoregon.gov/meetings.

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, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions 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 Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *approve with conditions*, or *deny the application*, or *continue* the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all 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

An Executive Session is a meeting of the City Council that is closed to the public to allow the City Council to discuss certain confidential matters. An Executive Session may be conducted as a separate meeting or as a portion of the regular Council meeting. No final decisions or actions may be made in Executive Session. In many, but not all, circumstances, members of the news media may attend an Executive Session.

The City Council may go into Executive Session for certain reasons specified by Oregon law. These reasons include, but are not limited to: 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) information or records exempt by law from public inspection; ORS 192.660(2)(h) current litigation or litigation likely to be filed; and ORS 192.660(2)(i) employee performance of chief executive officer.



OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL MEETING FOR APRIL 11, 2016

A. CALL TO ORDER
Pledge of Allegiance

B. ANNOUNCEMENTS

1. Proclamation Declaring April 10 - April 16, 2016 as Volunteer Appreciation Week in the City of Tualatin and the Announcement of the 2015 Volunteers of the Year
2. Update on the Youth Advisory Council's Activities for April 2016
3. Proclamation Declaring Construction Industry Safety Week, May 1-7, 2016
4. Tualatin River Greenway Trail Award and Update on Grand Opening Ceremony
5. New Employee- Erin Engman, Assistant Planner
6. New Employee- Darius Ontiveros, Engineering Technician II

C. CITIZEN COMMENTS

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent 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 ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

1. Consideration of Approval of the Minutes for the Work Session and Regular Meeting of March 28, 2016
2. Consideration of Approval of a New Liquor License Application for Izumi Japanese Steakhouse
3. Consideration of **Resolution No. 5272-16** Authorizing the City Manager to Sign a Professional Services Agreement with Brown and Caldwell for the Development of Tualatin's Storm Water Master Plan

4. Consideration of Approval of 2016 Liquor License Renewals Late Submittals

E. SPECIAL REPORTS

1. 2015 Annual Report of the Tualatin Planning Commission

F. PUBLIC HEARINGS – Legislative or Other

1. Consideration of **Resolution No. 5270-16** Approving the Recommendation of the Core Area Parking Board to Execute a Contract for Development of ADA Solutions for Core Area Parking Lots; and Approving a Supplemental Budget for the Core Area Parking District Fund

G. PUBLIC HEARINGS – Quasi-Judicial

1. Consideration to Amend the Tualatin Development Code Chapter 38.230, Signs Permitted in the Medical Center (MC) Planning District to Revise Allowed Sign Types and Certain Sign Standards.

H. ITEMS REMOVED FROM CONSENT AGENDA

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

I. COMMUNICATIONS FROM COUNCILORS

J. ADJOURNMENT

City Council Meeting

Meeting Date: 04/11/2016

ANNOUNCEMENTS: Volunteer Appreciation Week
Proclamation and Announcement
of the City of Tualatin Volunteers
of the Year

ANNOUNCEMENTS

Proclamation Declaring April 10 - April 16, 2016 as Volunteer Appreciation Week in the City of Tualatin and the Announcement of the 2015 Volunteers of the Year

Volunteer Appreciation Week Proclamation

Proclamation

Proclamation Declaring April 10-April 16, 2016 as "Volunteer Appreciation Week" in the City of Tualatin

WHEREAS the entire community can inspire, equip and mobilize people to take action that changes the world; and

WHEREAS in 2015, 2,107 volunteers contributed 26,498 hours of their time, an equivalent of about 13 full time employees, to the betterment of our community; and

WHEREAS volunteers give freely of their time, talents, and energy, and ask only for a thank you for their countless hours of service; and

WHEREAS it has been a long standing tradition in our community for individuals and families to volunteer to make a difference in our community; and

WHEREAS it is fitting to recognize our volunteers for their dedicated service;

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

Section 1. The week of April 10-April 16, 2016, to be proclaimed "Volunteer Appreciation Week" in the City of Tualatin.

Section 2. The City of Tualatin takes great pleasure in honoring the volunteers of our community and conveying our sincere gratitude and appreciation for their committed, selfless, and compassionate efforts; They Are Simply the Best!

INTRODUCED AND ADOPTED this 11 day of April, 2016.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 04/11/2016


ANNOUNCEMENTS: Update on the Youth Advisory
Council's Activities for April, 2016

ANNOUNCEMENTS

Update on the Youth Advisory Council's Activities for April 2016

SUMMARY

A. YAC Update



April 11, 2016



TUALATIN YOUTH ADVISORY COUNCIL

National League of Cities Congressional City Conference

- March 5-9, 2016
- Washington, DC
- Thank you Mayor Ogden for your support!



National League of Cities Congressional City Conference

■ Highlights

- Developed national youth platform
- Networked with other youth, elected officials
- Participated in roundtable discussions
- Toured Capitol Hill
- Explored Washington, DC



National League of Cities Congressional City Conference

- Recommendations/Ideas
 - Invite City Council members to YAC meetings
 - Coordinate with other area youth councils
 - Utilize school counselors to increase YAC recruitment to diverse groups
 - Focus on leadership development for YAC members





City Council Meeting

Meeting Date: 04/11/2016

ANNOUNCEMENTS: Proclamation Declaring
Construction Industry Safety
Week, May 1-7, 201

ANNOUNCEMENTS

Proclamation Declaring Construction Industry Safety Week, May 1-7, 2016

Proclamation

Proclamation

Proclamation Declaring the Week of May 1-7 2016 as Construction Industry Safety Week in the City of Tualatin

WHEREAS, construction is vital to our strong local economy yet remains one of the most dangerous professions; and

WHEREAS, the nature of the industry is fluid with craftspeople moving from firm to firm and project to project; and

WHEREAS, with proper planning, communication and controls, it is possible to eliminate injuries and incidents from construction sites; and

WHEREAS, no innovation in safety should be proprietary in order to send every worker across the region home safely after every shift; and

WHEREAS, local private and public owners have been national leaders in construction safety and have the opportunity to demonstrate leadership once again; and

WHEREAS, a diversity of stakeholders will enrich the dialogue and accelerate the adoption of best practices; and

WHEREAS, SafeBuild Alliance, a local non-profit advocating Zero Incidents through Collaboration has encouraged all members of the building community to share and learn in safety from one another; and

WHEREAS, every day should include a focus on safety, a coordinated annual event across the region serves to heighten awareness;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that: the City of Tualatin designates the week of May 1-7, 2016 as Construction Industry Safety Week.

INTRODUCED AND ADOPTED this 11th day of April, 2016.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder

City Council Meeting

Meeting Date: 04/11/2016

SPECIAL Tualatin River Greenway Trail
REPORTS: Award and Update on Grand
Opening Ceremony

SPECIAL REPORTS

Tualatin River Greenway Trail Award and Update on Grand Opening Ceremony

SUMMARY

The City of Tualatin, and Cardno, the lead design and engineering consultant, received an award for excellence in sustainability for green infrastructure for the new Tualatin River Greenway Shared Use Path project from the American Planning Association at the national planning conference in Phoenix, Arizona, on April 3, 2016.

City Council will be briefed on this award and the grand opening and ribbon cutting ceremony held on April 9, 2016.

News Release



NEWS RELEASE

Date: 4/4/2016

Tualatin River Greenway Receives Award for Excellence in Sustainability

The City of Tualatin, and Cardno, the lead design and engineering consultant, received an award for excellence in sustainability for green infrastructure for its new Tualatin River Greenway Shared Use Path project from the American Planning Association at the national planning conference in Phoenix, Arizona, on April 3, 2016.

The award honors projects, plans, policies, individuals and organizations whose work is dedicated to supporting and growing sustainable communities.

“This award recognizes Tualatin’s support of environmentally sustainable approaches when building Tualatin’s bicycle and pedestrian infrastructure,” said Tualatin Mayor Lou Ogden. “The Tualatin River Greenway trail promotes health and wellness, provides a safe and enjoyable alternative to driving while improving connectivity with nature, residential areas, commercial developments and public facilities.”

The new $\frac{3}{4}$ mile long bicycle and pedestrian trail connects the east and west areas of Tualatin from Barngrover Way to Nyberg Lane while running along the Tualatin River and crossing under Interstate 5. The trail fills a gap in a 4.7 mile segment of the Tualatin River Greenway that is located on the north and south banks of the Tualatin River as it passes through the cities of Tualatin, Durham and Tigard while connecting five major community parks and natural areas.

“The Oregon Department of Transportation is proud of the work accomplished by a group of dedicated professionals and partners not only to enhance transportation connections, preserve our environment, but create an experience that enriches our knowledge of the history and heritage of this land,” said ODOT Director Matt Garrett.

The Tualatin River Greenway Shared Use Path project was partially funded through *ConnectOregon V*, an ODOT lottery-backed bond initiative to invest in air, rail, marine, transit and bicycle/pedestrian infrastructure to ensure Oregon’s transportation system is strong, diverse and efficient. Other public and private partners of the \$3.8 million project

include Washington County, Metro Parks and Natural Areas, the Washington County Visitors Association, CenterCal Properties, and the City of Tualatin.

A grand opening and ribbon cutting ceremony for the project will be held on Saturday, April 9 from 1:00 to 1:30 pm at Barngrover Way near the Tualatin Public Library. Free commemorative bandanas will be offered to everyone attending. Visit www.tualatinoregon.gov/recreation for more information.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 04/11/2016

SUBJECT: Consideration of Approval of the Minutes for the Work Session and Regular Meeting of March 28, 2016

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the Work Session and Regular Meeting of March 28, 2016.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: City Council Work Session Minutes of March 28, 2016
City Council Regular Meeting Minutes of March 28, 2016



Present: Mayor Lou Ogden; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Ed Truax

Absent: Council President Monique Beikman; Councilor Nancy Grimes

Staff City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker;
Present: Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy City Recorder Nicole Morris; Police Captain Mark Gardner; Assistant to the City Manager Tanya Williams; Assistant City Manager Alice Cannon; City Engineer Jeff Fuchs; Human Resources Director Janet Newport

CALL TO ORDER

Mayor Ogden called the meeting to order at 6:02 p.m.

1. ***Recommendations for 2015 Outstanding Volunteers.***

Human Resources Director Janet Newport presented nominations for the 2015 Volunteer of the Year awards. A nomination committee met and reviewed the nominations presented tonight. The Council agreed on award recipients.

Director Newport invited the Council to attend the Volunteer Appreciation Reception on April 11, 5:30 pm, at the Juanita Pohl Center.

2. ***2017-2021 Capital Improvement Plan.***

Assistant City Manager Alice Cannon and City Engineer Jeff Fuchs presented the 2017-2021 Capital Improvement Plan (CIP). Assistant City Manager Cannon stated projects are broken into five project categories including facilities equipment, parks and recreation, technology, transportation, and utilities. Projects are prioritized by staff based on the following criteria: health and safety, coordination with other agencies (cost savings), satisfies regulatory requirements, supports council goals, and implements master plans. Funding sources for these projects include system development charges, water, wastewater, storm, and road maintenance rates, gas taxes, the general fund, and grants and donations. Engineer Fuchs covered funding and the project list by category.

Councilor Davis asked about the ITS Traffic Camera Installation projects locations. Engineer Fuchs stated the locations are slated for the downtown area and will feed into the County wide system. Councilor Davis asked what the funding source was. Engineer Fuchs stated the project is a City improvement to help manage overall traffic.

Councilor Davis stated she is disappointed with the timing off the Herman Road

widening project. She would like staff to further research grant opportunities to help improve safety in the area. Engineer Fuchs stated the goal of the funding this year is to be able to better understand the project so staff can be more successful when pursuing grants.

Councilor Bubenik stated Citizen Involvement Organization Presidents had approached him about advocating for more funding in the Neighborhood Transportation Solutions program. City Manager Lombos stated the concern with increasing funding is staff capacity to handle more projects.

Councilor Truax stated the program has not been in existence for very long but there is plenty of evidence of projects throughout the CIP that are neighborhood projects that show their concerns have been taken seriously.

Mayor Ogden asked if LED Retrofit Lighting projects would be City wide. City Manager Lombos stated it currently is only for Community Park but the Public Works Department is working with PGE to see what options are available City wide.

Mayor Ogden asked why there was such a significant bump in vehicle replacement this coming year. City Manager Lombos explained all city vehicles are on a 20 year replacement schedule and the funding meets the needs of the schedule for the year.

Mayor Ogden asked about the Tualatin High School Synthetic Field Replacement funding. City Manager Lombos explained the School District will fund the project up front but the City will ultimately be responsible for half the funding per the bond measure.

Mayor Ogden asked for a list of funding sources for specific projects in future CIP's.

3. *Council Meeting Agenda Review, Communications & Roundtable.*

Council consensus was reached to add the proclamation request for Construction Safety Week to the next agenda.

Councilor Davis provided the Council with a updated on the Washington County Consolidated Communications Agency. She stated the agency has taken on Newberg Police and Fire Departments as well as Washington County Fire District 2. Membership fees for 2016-17 were announced at the meeting at the City will see a 0.7% increase. The agency is further exploring partnerships in Columbia and Yamhill county. Councilor Davis announced she was elected as 2nd Vice Chair of the committee for the next year.

ADJOURNMENT

The work session adjourned at 7:13 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MARCH 28, 2016

Present: Mayor Lou Ogden; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Ed Truax

Absent: Council President Monique Beikman; Councilor Nancy Grimes

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Community Services Director Paul Hennon; Finance Director Don Hudson; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Police Captain Mark Gardner; Assistant to the City Manager Tanya Williams; Assistant City Manager Alice Cannon; Management Analyst II Kelsey Lewis; Parks and Recreation Manager Rich Mueller

A. CALL TO ORDER

Pledge of Allegiance

Mayor Ogden called the meeting to order at 7:13 p.m.

B. ANNOUNCEMENTS

1. Proclamation Declaring April 3 - April 9, 2016 Arbor Week in the City of Tualatin

Management Analyst Kelsey Lewis gave a presentation and shared information about Arbor Week. This is the 29th year the City of Tualatin has been recognized as a Tree City USA. There are many events and activities planned for Arbor Week.

Mayor Ogden announced the 5th grade poster contest winners. He presented each winner with their award.

Councilor Truax read the proclamation declaring April 3-9, 2016 as Arbor Week in the City of Tualatin.

2. Basalt Creek Open House Announcement

Planning Manager Aquilla Hurd-Ravich announced the Basalt Creek Open House. The event will be held on April 28th, 2016, from 5:30 – 7:30 pm at the Juanita Pohl Center. The event will provide the community with the opportunity to learn about the preferred land use plan, parks and open space, pedestrian, bike and transit networks.

3. Tualatin River Greenway Bicycle and Pedestrian Shared Use Path Grand Opening

Community Services Director Paul Hennon announced the grand opening of the Tualatin River Greenway Bicycle and Pedestrian Shared Use Path. The grand opening will be held on April 9, 2016 at Barngrover Way, the official ribbon cutting will be held at 1 p.m.

C. CITIZEN COMMENTS

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent 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.

Chad Hastings, representing the Tualatin Community Police Foundation, announced the First Annual Breakfast with the Chief. The event will be held May 10, 2016, 7 a.m., at the Tualatin Country Club. All proceeds from the event will go to the Tualatin Community Police Foundation public safety programs.

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

MOTION by Councilor Joelle Davis, SECONDED by Councilor Ed Truax to adopt the consent agenda.

Aye: Mayor Lou Ogden, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Nancy Grimes (Absent)

MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Regular Meeting of February 22, 2016 and Work Session and Regular Meeting of March 14, 2016
2. Consideration of **Resolution No. 5271-16** Granting Heritage Tree Status to a Tree on City Property Near the Tualatin River Greenway at Barngrover Way
3. Consideration of Approval of 2016 Liquor License Renewals Late Submittals
4. Consideration of Approval of a New Liquor License Application for Tiny Wolf Brewing LLC

E. SPECIAL REPORTS

1. 2015 Annual Report of the Tualatin Park Advisory Committee

Parks and Recreation Manager Rich Mueller and Tualatin Parks Advisory Committee Chair Dennis Wells presented the 2015 Annual Report of the Tualatin Parks Advisory Committee. Chair Wells acknowledged committee members and staff for their hard work on the committee. The role of TPARK was recapped. Chair Wells reviewed the committee's activities for the year. TPARK's 2016 action plan includes fulfilling their prescribed duties, helping with the master plan update public involvement, support continued development of parks and recreation, and continue development of Greenway Trails. Chair Wells provided the Council with the committee's recommendations.

Mayor Ogden thanked the committee for their dedication and hard work.

F. 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.

G. COMMUNICATIONS FROM COUNCILORS

Mayor Ogden provided an update on transportation improvements from the Washington County Coordinating Committee meeting he attended. He highlighted the auxiliary lane improvements along I-5.

H. ADJOURNMENT

Mayor Ogden adjourned the meeting at 7:48 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 04/11/2016

SUBJECT: Consideration of Approval of a New Liquor License Application for Izumi Japanese Steakhouse

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Izumi Japanese Steakhouse.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Izumi Japanese Steakhouse.

EXECUTIVE SUMMARY:

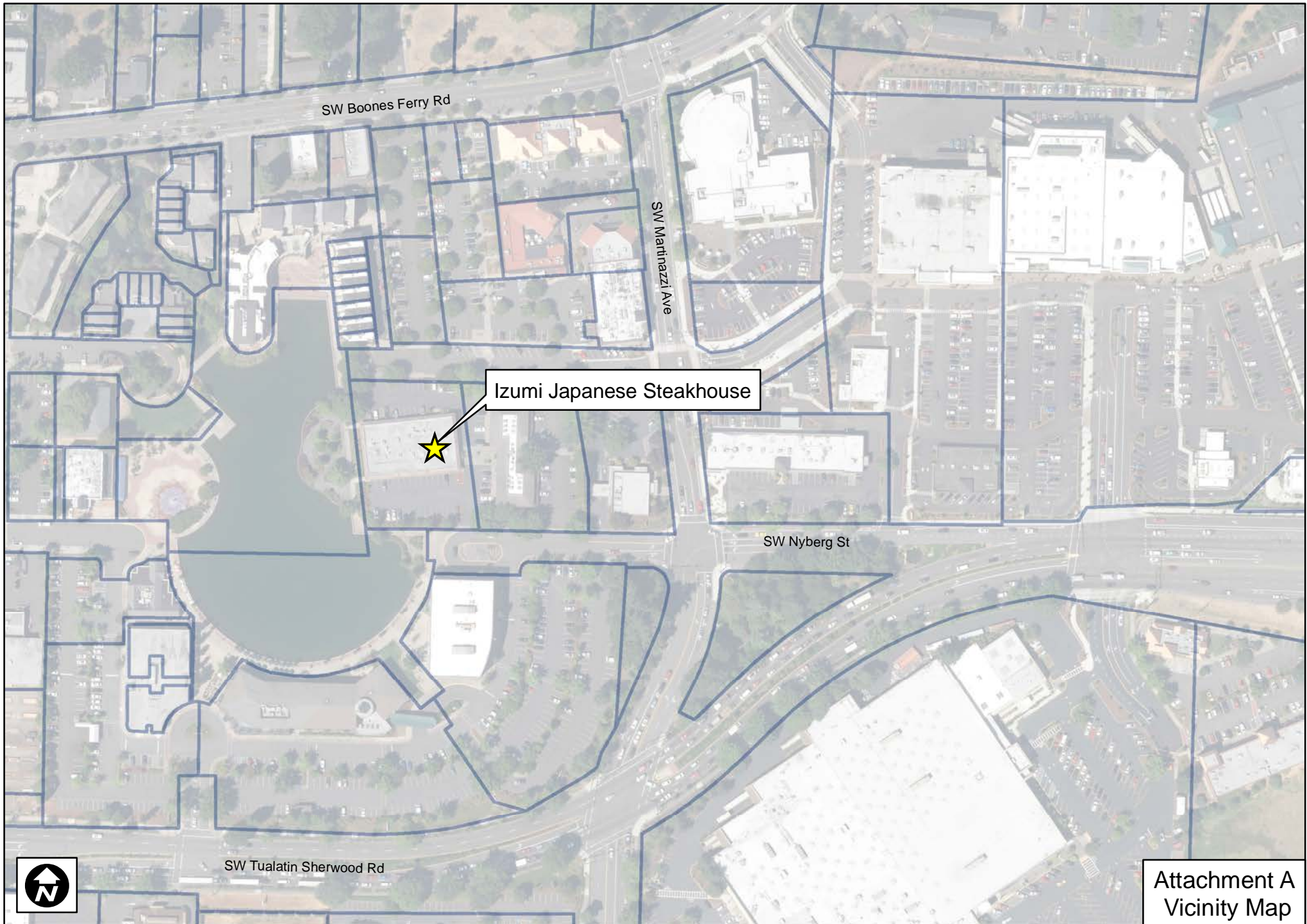
Izumi Japanese Steakhouse has submitted a new liquor license application under the category of full on-premises. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. They would also be permitted to sell malt beverages for off-site consumption in securely covered containers provided by the customer. The business is located at 8125 SW Nyberg Road. The application is in accordance with provisions of Ordinance No.680-85 which established a procedure for review of liquor licenses by the Council. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B- License Types](#)

Attachment C- Application



OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most “full-service” restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
- **Private Club**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, but only for members and guests. Food service required.

LIMITED ON-PREMISES SALES

Sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer.

OFF-PREMISES SALES

Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. Eligible to provide sample tastings of malt beverages, wine, and cider for consumption on the premises. Eligible to ship manufacturer-sealed containers of malt beverages, wine, or cider directly to an Oregon resident.

BREWERY PUBLIC HOUSE

Make and sell malt beverages. Import malt beverages into and export from Oregon. Distribute malt beverages directly to retail and wholesale licensees in Oregon. Sell malt beverages made at the business to individuals for consumption on or off-site.

WINERY

Must principally produce wine or cider in Oregon. Manufacture, store, and export wine and cider. Import wine or cider *If bottled, the brand of wine or cider must be owned by the licensee*. Sell wine and cider to wholesale and retail licensees in Oregon. Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off-site.



CITY OF TUALATIN
LIQUOR LICENSE APPLICATION

Return Completed form to:
City of Tualatin
Attn: Deputy City Recorder
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date 3/9/2016

IMPORTANT: This is a three-page form. You are required to complete all sections of the form.
If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.

Thank you for your assistance and cooperation.

REC'D
CITY OF TUALATIN

MAR 10 2016

SECTION 1: TYPE OF APPLICATION

- ☒ Original (New) Application - \$100.00 Application Fee.
☐ Change in Previous Application - \$75.00 Application Fee.
☐ Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # _____
☐ Temporary License - \$35.00 Application Fee.

MAYOR _____ COUNCIL _____ POLICE _____ ADM _____
FINANCE _____ COMM DEV _____ LEGAL _____ OPER _____
CITY CLERK _____

SECTION 2: DESCRIPTION OF BUSINESS IZUMI

Name of business (dba): IZUMI Japanese steak house
Business address 8125 SW Nyberg City Tualatin State OR Zip Code 97062
Mailing address 8125 SW Nyberg City Tualatin State OR Zip Code 97062
Telephone # 913.980.0806 Fax # N/A

Name(s) of business manager(s) First Allen Middle [initials] Last SONG

Date of birth [redacted] Social Security # [redacted] ☒ F ☒ M

Home address [redacted] City [redacted] State [redacted] Zip Code [redacted]
(attach additional pages if necessary)

Type of business Japanese steak house

Type of food served Japanese hibachi

Type of entertainment (dancing, live music, exotic dancers, etc.) N/A

Days and hours of operation 7 days a week 11:00 AM - 10:00 PM

Food service hours: Breakfast N/A Lunch 11:00 AM Dinner 10:00 PM

Restaurant seating capacity 112 Outside or patio seating capacity N/A

How late will you have outside seating? N/A How late will you sell alcohol? 10:00 PM

How many full-time employees do you have? 10 Part-time employees? 3

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants ELUFABA LLC

Type of liquor license (refer to OLCC form) Commercial Establishment, Full On-Premises

Form of entity holding license (check one and answer all related applicable questions):

☐ **INDIVIDUAL:** If this box is checked, provide full name, date of birth, and residence address.

Full name _____ Date of birth _____

Residence address _____

☐ **PARTNERSHIP:** If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.

Full name _____ Date of birth _____

Residence address _____

Full name _____ Date of birth _____

Residence address _____

☐ **CORPORATION:** If this box is checked, complete (a) through (c).

(a) Name and business address of registered agent.

Full name _____

Business address _____

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.

Full name _____ Date of birth _____

Residence address _____

(c) Are there more than 35 shareholders of this corporation? Yes No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.

Full name of president: _____ Date of birth: _____

Residence address: _____

Full name of treasurer: _____ Date of birth: _____

Residence address: _____

Full name of secretary: _____ Date of birth: _____

Residence address: _____

☒ **LIMITED LIABILITY COMPANY:** If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.

Full name: Allen Song Date of birth: _____

Residence address: _____

Full name: Tony Song

Date of birth: [REDACTED]

Residence address: [REDACTED]

Diane Song

☒ **OTHER:** If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

SECTION 4: APPLICANT SIGNATURE

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

[REDACTED]
Signature of Applicant

3/9/2016
Date

For City Use Only

Sources Checked:

☒ DMV by [Signature]

☐ LEDS by [Signature]

☐ TuPD Records by [Signature]

☒ Public Records by [Signature]

☒ Number of alcohol-related incidents during past year for location.

☒ Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

☒ **Granted**

☐ **Denied**

Cause of unfavorable recommendation: _____

[REDACTED]
Signature

3/14/16
Date

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Dominique Huffman, Project Engineer
Jeff Fuchs, City Engineer

DATE: 04/11/2016

SUBJECT: Consideration of **Resolution No. 5272-16** Authorizing the City Manager to Sign a Professional Services Agreement with Brown and Caldwell for the Development of Tualatin's Storm Water Master Plan

ISSUE BEFORE THE COUNCIL:

Consider authorizing the City Manager to sign the Professional Services Agreement with Brown and Caldwell for Engineering Services to prepare the Storm Water Master Plan and storm water and sanitary sewer system development charge (SDC) and rate studies.

RECOMMENDATION:

Staff requests that Council adopt the attached resolution to authorize the City Manager to sign the Professional Services Agreement with Brown and Caldwell that will authorize Brown and Caldwell to begin preparing the master plan.

EXECUTIVE SUMMARY:

In 1972, the City of Tualatin completed the Tualatin Drainage Plan with the assistance of R.A. Wright Engineering. Since 1972, the regulatory framework has changed for the City, as well as projected development patterns and characteristics; additional lands have been annexed or added to the City's urban planning area for future annexation; and the City entered into an agreement with Clean Water Services to manage sanitary sewer and storm water runoff.

In 2005 the City completed the Bridgeport Area Storm Water Master Plan with the assistance of CH2M Hill. This study established storm water management expectations and standards for the Bridgeport area to accommodate the planned development.

The City advertised a Request for Proposals to select a qualified, professional engineering consultant to perform civil engineering analysis and produce a comprehensive Storm Water Master Plan (SWMP), including SDC and rate studies for storm water.

During negotiations, the City added the rate study portion of the Sanitary Sewer Master Plan to this scope of work in order to develop a consistent methodology for evaluating rates and SDC

charges for storm water and sanitary sewer and consolidate discussions with Clean Water Services.

The Request for Proposals was advertised in the Daily Journal of Commerce on October 21, 2015 and again on October 23, 2015. Six proposals were received on November 20, 2015 and were subsequently evaluated by a review team on a qualifications basis. On January 14, 2016, a Notice of Intent to Award was issued to Brown and Caldwell. City staff entered into and completed negotiations with Brown and Caldwell on the scope of work and fee estimate for a time and materials contract.

This project was included in the 2016/2017 CIP and funding for development is included in the 2015/16 Annual Budget and the proposed 2016/2017 Annual Budget.

FINANCIAL IMPLICATIONS:

Funds are available for this project and are included in the 2015/2016 Annual Budget and the proposed 2016/2017 Annual Budget in the Storm Sewer SDC Fund and Sanitary Sewer SDC Fund. The time and materials not to exceed contract amount is \$275,424.

Attachments: Resolution 5272-16
 Exhibit 1-Professional Services Agreement

RESOLUTION NO. 5272-16

RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT TO BROWN AND CALDWELL FOR DEVELOPMENT OF TUALATIN'S STORM WATER MASTER PLAN

WHEREAS, the Request for Proposals was advertised in the Daily Journal of Commerce on October 21, 2015 and October 23, 2015; and

WHEREAS, six proposals were received on November 20, 2015 and subsequently evaluated on a qualifications basis; and

WHEREAS, a Notice of Intent to Award was issued to Brown and Caldwell on January 14, 2016; and

WHEREAS, City staff entered into and completed negotiations with Brown and Caldwell on the scope of work and fee estimate for a time and materials contract; and

WHEREAS, the procurement complies with the City's public contracting requirements; and

WHEREAS, this project is identified in the 2016/2017 Capital Improvement Program; and

WHEREAS, funds are available for this project in the 2015/2016 BUDGET and in the proposed 2016/2017 BUDGET in the Storm Sewer SDC Fund and the Sanitary Sewer SDC Fund;

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

Section 1. The City Manager is authorized to execute a Professional Service Agreement with Brown and Caldwell, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to approve changes to contract scope and not to exceed contract amount.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 11th day of April, 2016.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

CITY OF TUALATIN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Brown and Caldwell ("Contractor").

Section 1. Contract Documents. The Contract Documents, which together form the complete Agreement between the parties, consists of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; and (iii) the attached Scope of Work (Exhibit A); (iv) the attached hourly rate schedule (Exhibit B); (v) the invitation to bid/propose; (vi) the Tualatin Public Works Design Standards; and (vi) Contractor's bid/response. To the extent there is any conflict between the Contract Documents, the conflict is resolved by the order of precedence above. There are no other Contract Documents other than those listed.

Section 2. Work.

- A. Completion.** Contractor must complete all Work that is generally described as set forth in Exhibit A, which is incorporated into this Agreement as if fully set forth.
- B. Authenticity by Contractor.** All written documents, drawings, and plans submitted by Contractor in completing the Work must be stamped with the engineer, land surveyor, architect, or design professional's professional stamp and bear that professional's signature or initials.
- C. Qualified Professionals.** All Work must be performed by qualified engineers and other professionals that are properly licensed under the laws of the State of Oregon.
- D. City Standards.** All design work must be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. Solely Responsible.** Contractor is solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.
- F. Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.
- G. Subsurface Investigations.** City acknowledges Contractor makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.
- H. Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- I. Additional Work.** If City requests. Contractors to provide additional services not included in the Work described on Exhibit A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work will not exceed Contractor's hourly rate as agreed to in Exhibit A. No compensation for additional services will be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. Effective Date. The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the date of the last signature is the Effective Date.

Section 4. Time is of the Essence. Contractor agrees that time is of the essence under this Agreement.

Section 5. Standard of Care. In the performance of its professional or technical services, Contractor must use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. Contractor will reperform any services not meeting this standard without additional compensation. Contractor's reperformance of any services, even if done at City's request, will not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care or this Agreement.

Section 6. Duty to Inform. If during the performance of this Agreement or in the future, Contractor becomes aware of actual or potential problems, faults, or defects in the projects, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Contractor must give prompt written notice to City's Project Manager.

Section 7. Independent Contractor; Responsibility for Taxes and Withholding.

- A. Independent Contractor.** Contractor will perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all
- D.** claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 8. Subcontracting. Except for those subcontracts identified in Exhibit A, Contractor's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent. Any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement. All subcontracts for services must be issued under written agreements that include all provisions required under Oregon Public Contracting law. Upon request by the City, Contractor must provide City a copy of all agreements with subcontractors who are performing work under this Agreement.

Section 9. Agreement Price.

- A. Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Exhibit B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. Maximum Fee.** In no event will City pay Contractor a price not to exceed \$275,424, which is inclusive of all hours necessary to complete the Work.

Section 10. City Funds for Payment. (Check One Below)

- ☒ City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- ☐ Contractor understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 11. Payment Process.

- A. Invoices.** Contractor must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Contractor and the specific Work or portions of the Work performed.

- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Contractor and itemized on Contractor's invoice for services.
- C. Payment for Services.** City will pay Contractor for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 12. Contractor's Representations.

- A.** In order to induce City to enter into this Agreement Contractor makes the following representations:
- (i) Contractor has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (iii) Contractor has examined and carefully studied all Contract Documents and the other related data identified in the Contract Documents;
 - (iv) Contractor has become familiar with all conditions that may affect cost, progress, and performance of the Work;
 - (v) Contractor has the skill and knowledge possessed by well informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with generally-accepted standards prevalent in Contractor's industry, trade or profession;
 - (vi) Contractor must, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (vii) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- B. Representations Cumulative.** The representations set forth in this section are in addition to, and not in lieu of, any other warranties or representations provided.

Section 13. Suspension of Work. The City may suspend work by causing a written "stop work order" to be sent to Contractor as provided in the notice provisions of this Agreement and documenting the reasons for stopping the work. Contractor must stop all work upon receiving the "stop work order."

Section 14. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Contractor or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. **City's Project Manager: Dominique Huffman, Project Engineer, 18880 SW Martinazzi Ave Tualatin OR 97062-7092, Phone: 503-691-3036, Fax: 503-692-0147, dhuffman@ci.tualatin.or.us**
2. **Contractor's Project Manager: Angela Wieland, Senior Water Resources Engineer, 6500 SW Macadam Ave Suite 200 Portland OR 97239, Phone: 503-977-6655, Fax: 503-244-9095, awieland@brwnald.com**

Section 15. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City is responsible for providing the following:

- A. Timely Response.** City will respond in a timely manner to all properly submitted requests from Contractor.
- B. Cooperation.** City will cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 16. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 17. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 18. Severability. If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 19. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.

Section 20. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 21. Ownership of Intellectual Property.

- A. Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall upon payment to Contractor be the exclusive property of City. City and Contractor agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform

and display the pre existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. If the Work Product is the property of the Contractor-Architect, by execution of this Agreement, the Contractor-Architect grants to City an exclusive and irrevocable license to use the Work Product.

- B. Contractor Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Contractor are and will remain the exclusive property of Contractor. Notwithstanding the foregoing, Contractor hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 22. Records Maintenance; Access. Contractor must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance, for a minimum of three (3) years following final payment or termination of this Agreement. City may have access to all, documents, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts.

Section 23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 24. Nondiscrimination; Compliance with Applicable Law. Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.

Section 25. Public Contracting Requirements. Contractor must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Contractor's compliance.

Section 26. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 27. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 28. Use of Recycled Products. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 29. Force Majeure. Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, acts of political sabotage, or war or any other events where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor must make all reasonable efforts to remove or eliminate such a cause of delay or default and must diligently pursue performance of its obligations under this Contract.

Section 30. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 31. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 32. Indemnification.

- A. General Indemnity.** Contractor must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including reasonable attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement. Notwithstanding the foregoing, Contractor's indemnity and defense obligations arising out of professional errors and omissions is provided to the extent caused by Contractor's negligent acts, errors, or omissions.
- B. Control of Defense and Settlement.** Contractor will have control of the defense and settlement of any claim that is subject to this Section; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor will Contractor settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Contractor is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 33. Insurance. Contractor must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. Evidence must be provided to the City in a form satisfactory to the City that includes a copy of a certificate for each insurance policy issued by a company currently licensed in the State of Oregon certifying to the issuance of such insurance. Unless specifically set forth on Exhibit A, insurance and related costs must be borne by Contractor. All policies must be written on an "occurrence basis," except for Contractor's Professional Liability Insurance which may be written on a "claims made" basis, and maintained in full force for not less than three (3) years following Contractor's performance under this Agreement. All policies must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. Excepting professional liability and worker's compensation coverage, all policies must provide an endorsement naming the City, its officers, employees, and agents as additional insureds. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Contractor to proceed with work; pay an insurance carrier (either Contractor's or a substitute) the premium amount and withhold the amount from payment to Contractor; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employers, agents, or subcontractors, with limits of \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by the policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.

- E. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 34. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;
- (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor is entitled to the same remedies as if this Agreement was terminated.

- C. Default by City.** City is in default under this Agreement if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- D. Contractor's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor must pay immediately any excess to City upon written demand provided.

- E. Termination by City.** At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Contractor;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this

Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

- (iv) Immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

H. City's Remedies Cumulative. In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

Section 35. Dispute Resolution.

A. Process. If Contractor is not in agreement with a decision of the City under this Agreement, Contractor must comply with the following process:

- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
- (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
- (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.

B. Exhaustion of Remedies. If Contractor is not in agreement with the written decision of Public Works Director, Contractor will only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.

C. Complaint. Any claim that cannot be resolved between the parties as set forth in this Section shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 36. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 37. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 38. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 39. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED AND ENTERED this ____ day of _____, 20____.


(Contractor)

By | Bryan K. Paulson
Title | Vice President
Address | 6500 SW Macadam Ave
Suite 200 Portland OR
97239

Telephone | 503-244-7005

By _____
Sherilyn Lombos
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062
503-691-3010

94-1446346
Contractor's Federal ID Number

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit A

Scope of Services

City of Tualatin Stormwater Master Plan

The City of Tualatin (City) is developing a Stormwater Master Plan (SMP) to improve understanding of stormwater drainage characteristics and infrastructure in the city and support the prioritization of stormwater projects to address water quality and water quantity control for both existing and future development.

Key objectives for the SMP include the development/refinement of drainage basins, an evaluation of hydrology and stormwater flows, the identification of system deficiencies, the development and prioritization of capital improvement projects, and completion of a stormwater funding evaluation. Presentation of the SMP shall be clear, concise, and implementable.

Work on the SMP is scheduled to occur over the next 11 months, including presentation of the SMP to the public and to City Council for adoption.

Phase 1 Project Management

Objective To oversee project schedule, scope, and budget and maintain communication with the City of Tualatin (City). Provide quality assurance and quality control (QA/QC) throughout the project.

Task 1-1 Project Administration

Activities The Brown and Caldwell (BC) team project manager will ensure that the project receives staff support necessary to meet the schedule and maintain project quality. Activities budgeted under Task 1-1 include:

- Overall schedule management. An initial project schedule will be developed in Microsoft Project®. It will define anticipated task duration, start/stop dates, and QA/QC reviews. Schedule updates (in digital form) will be made available to the City every 3 months.
- Overall budget management. Budget tracking occurs via WorkSmart, BC's internal tool for tracking weekly project costs by project phase and task. Internal month end reporting is conducted by the project manager to estimate effort to complete and will be used to identify budget challenges in advance. While not anticipated, budget challenges will be communicated directly to the City, as necessary, during project coordination meetings, and resolution/scope adjustments/amendments will be documented with emailed meeting summaries.
- Subcontractor coordination and oversight. The BC team project manager will manage subcontractor schedule and budget. Deliverables from subcontractors will also be reviewed by assigned BC staff, with the exception of deliverables associated with Phase 007.

- Review and scheduling of QA/QC activities. Draft deliverables will have a QA/QC review in accordance with the updated project schedule. The BC project manager will schedule and notify senior reviewers. WorkSmart will be used to track QA/QC completeness for each deliverable.
- Monthly invoicing with project progress reports. Invoices will reflect budget spent at the phase level.
- Document Control and Delivery. Final deliverables including mapping, models, technical memoranda, and reports will be provided to the City at the conclusion of the project.

Task 1-2 Project Coordination Meetings

Activities Biweekly check-in phone calls will be conducted for the project duration to discuss project progress and coordinate deliverables for the City. The BC team project manager will provide a brief email following each call to summarize key decisions, action items for the BC team and City staff, issue resolution, and any scope/budget adjustments.

Phase 1 Deliverables

The following deliverables are included under Phase 1:

- Project schedule (updated every 3 months)
- Monthly progress reports with invoices
- Email highlighting discussion items prior to each project coordination meeting
- Emailed summaries of biweekly check-in meetings, including a list of key decisions and action items

Phase 1 Assumptions

The following assumptions are made for Phase 1:

- The project duration is 11 months, and will be completed by February 2017.
- The budget for specific QA/QC review of deliverables is reflected under the individual technical phases.
- Biweekly coordination meetings will be conducted via telephone and attended by the BC project manager and one or two technical team members, as required. The email with discussion items will be sent two working days prior to the project coordination meeting.
- Progress reports will summarize major activities completed during the invoicing period. BC will attempt to accommodate City preferences on invoicing in accordance with comments received on the first invoice and progress report.
- Additional project meetings are included under the individual technical tasks.

Phase 2 Data Collection

Objective To compile, examine, and evaluate existing data, records, and reports to aid in Capital Improvement Project (CIP) identification and SMP development. Use the data collection process to identify data needs and gaps.

Task 2-1 Project Kickoff Meeting

Activities City staff and the BC team will initiate the project kick-off meeting to confirm project goals and objectives, and outline the anticipated schedule for the project. Prior to this meeting, the BC team will prepare a meeting agenda, preliminary project schedule, data request list, and preliminary table of contents for the SMP. While the draft table of contents may be refined during the project, it will provide a starting point for discussion related to the format and content of deliverables.

The BC team will prepare a draft stormwater questionnaire, to be completed by City staff and Citizen Involvement Organization (CIO) leaders (see Task 11-2), to document areas of known stormwater system deficiencies. The data request list, preliminary table of contents, and draft stormwater questionnaire will be reviewed in detail during the project kick-off meeting.

Following the kick-off, BC will finalize the stormwater questionnaire and submit it to the City for distribution to staff and CIO members.

Task 2-2 Data Compilation and Review

Activities The BC team will review geographic information system (GIS) and other technical documentation provided by the City to compile and organize information in support of Phases 3 through 6.

BC will review the City's existing storm drainage information in GIS to determine the extent of existing information and locations of the city with limited storm drainage infrastructure. BC will conduct a desktop analysis to compare available light detecting and ranging (LIDAR) data with documented rim elevations to confirm that data are recorded on a consistent datum, and can be used for future system-wide modeling.

BC staff will review the received staff and CIO-completed stormwater questionnaires, photographs, and other planning and design reports to document areas of the city with known stormwater capacity issues, and areas requiring installation of stormwater infrastructure and/or treatment and detention facilities. A problem area summary matrix will be developed for discussion with the City in order refine locations to visit during the targeted site visit (Task 3-2).

Identified data gaps or deficiencies that may impact project objectives and schedule will also be documented in a matrix format for discussion with the City.

Two BC staff will attend an in-person project meeting with City staff to review the preliminary mapping (Task 2-3), the problem area summary matrix, and the matrix of identified data gaps. Options for and resolution to data gaps will also be discussed. Documentation of the resolution to data gaps will be provided in meeting minute format.

Task 2-3 Preliminary Mapping

Activities Base maps in GIS will be prepared to document information collected as part of Task 2-2. Maps will reflect current city limits, land use and areas of future development, soils and topography, and the current stormwater system. Base maps will be used in support of basin characterization and hydrologic analysis under Phase 3, and will be amended as needed during Phases 4 and 5 to reflect water quality opportunities and underground injection controls (UICs), and finalized and inserted into the SMP under Phase 11.

Phase 2 Deliverables

The following deliverables are included under Phase 2:

- Project kick-off meeting agenda
- Data request list
- Draft and final staff stormwater questionnaire, to be completed by City staff and CIO leaders and returned to BC
- Summary matrix documenting data received from the City and data gaps, including potential impacts of missing data
- Summary matrix documenting results of the received stormwater questionnaires and a preliminary list of areas to visit during the targeted site visit (Task 3-2)
- Data compilation and review meeting agenda
- Meeting minutes following the data compilation and review meeting to document options for addressing data gaps and decisions made
- Base maps (preliminary mapping) for City review and comment
- Data summary section for the SMP, documented in technical memorandum (TM) format (TM 1: Data Compilation)

Phase 2 Assumptions

The following assumptions are made for Phase 2:

- The City's project manager will invite staff to participate in the project kick-off meeting and distribute meeting materials prior to the meeting.
- The City will provide a venue for the project kick-off meeting and the data compilation and review meeting.
- Two BC staff members will attend a 2-hour project kick-off meeting.
- City staff will distribute the final stormwater questionnaire to City staff and CIO members and facilitate collection and return of completed questionnaires to BC within the timeline agreed upon during the project kick-off meeting.
- Two BC staff members will attend a 2-hour data compilation and review meeting.
- BC staff will supplement City-provided GIS information with Metro Regional Land Information System (RLIS) data to produce the base maps.
- Fieldwork to collect additional stormwater inventory data is included under Task 9-1.
- The draft TM 1 will be provided to the City for review and comment. City comments not affecting technical or project related assumptions will be addressed when TM 1 is incorporated into the SMP (Task 11-1).
- The City will provide BC with one consolidated set of comments on TM 1.

Phase 3 Basin Characterization/Hydrologic Analysis

Objective To evaluate drainage patterns, delineate representative stormwater subbasins, and calculate existing and future stormwater flows.

Task 3-1 Subbasin Delineation

Activities BC will use the GIS inventory (Task 2-2) and preliminary mapping (Task 2-3) to delineate stormwater drainage basins. Drainage basins will be established based on the location of stormwater outfalls or connections to neighboring stormwater systems (i.e., Clean Water Services [CWS], City of Tigard, etc.). Drainage basin size will vary according to the extent of the public stormwater system mapped in each. Drainage basins may extend outside of the city limits to account for contributing areas.

Drainage basin delineations for the Basalt Creek Planning Area and the SW Industrial Planning Area will be included. Development of drainage basins in these (undeveloped) areas will be based on existing concept planning documentation, proposed transportation corridors, and existing topography.

During the targeted site visit (Task 3-2), BC will review the draft drainage basin delineation and proposed drainage basin naming convention with City staff. The site visit (Task 3-2) will be used to review and refine the draft drainage basin delineation.

Task 3-2 Targeted Site Visit

Activities Two BC staff members will accompany City staff on a targeted tour of the stormwater drainage system and potential CIP locations. Objectives of the site visit may include:

- Verification and refinement of the subbasin delineation (if needed)
- Verification of areas with future development potential, including the Basalt Creek Planning Area and the SW Industrial Planning Area
- Initial observation and documentation of areas of the city with known capacity deficiencies, as identified in the completed stormwater questionnaires
- Observation, qualification, and documentation of known high pollutant source areas of the city with the potential to install stormwater treatment, in order to inform Phase 4
- Observation and documentation of existing stormwater treatment and detention facility installations and retrofit opportunities
- Observation and documentation of areas with current maintenance issues
- Observation and documentation of open-channel or natural-channel locations that may benefit from channel bank enhancement, improved riparian vegetation, or other in-stream channel improvements

Prior to the site visit, BC staff and City staff will coordinate locations to visit during a scheduled project coordination meeting. An agenda of targeted locations will be developed including locations where private property may require access agreements.

Field data forms for internal use will be completed during the site visit to document observations and findings.

Task 3-3 Hydrologic Analysis

Activities Using the GIS information and preliminary mapping completed under Phase 2 and the drainage basin delineation developed under Task 3-1, BC will conduct hydrologic modeling of the city using InfoSWMM or another approved SWMM software program.

Assumptions related to the hydrologic analysis, including land use and impervious characteristics and vacant and developable lands, will be confirmed with the City during a project coordination phone call.

BC will simulate the 2-year, 10-year, and 25-year, 24-hour rainfall (based on a Type 1A distribution). Model results will be compared with hydrologic calculations using USGS regression equations in order to qualify the results.

Hydrologic model results will be tabulated for inclusion in the SMP. Hydrologic modeling methods and results will be documented in a draft TM for city review.

Phase 3 Deliverables

The following deliverables are included under Phase 3:

- Draft and final drainage basin delineation in GIS format (.mxd and .pdf)
- Agenda of targeted locations to visit during the tour of the stormwater drainage system (Task 3-2)
- Draft TM describing hydrologic modeling methods and results, to be inserted into the SMP (TM 2: Modeling Methods and Results)

Phase 3 Assumptions

The following assumptions are made for Phase 3:

- Drainage basin areas are expected to range from 10 acres (in highly developed areas with a defined drainage system) to upwards of a couple hundred acres (in undeveloped areas with a limited, existing drainage system)
- City staff will provide transportation and accompany BC staff during the targeted site visit
- City staff will coordinate access to private property as required
- One day (8 hours) for two BC staff members is budgeted for the site visit under Task 3-2
- City staff participating in the site visit will include representation from maintenance and engineering with knowledge of the stormwater system
- Current land use and existing vacant lands will be used to calculate current (i.e., existing) condition stormwater flows for each design storm; future land use reflecting full-build out conditions will be used to calculate the future-conditions stormwater flows
- Validation of modeled flows to field-collected flow data will not be conducted under this phase
- The draft TM 2 will be provided to the City for review and comment. City comments not affecting technical or project related assumptions will be addressed when TM 2 is incorporated into the SMP (Task 11-1).
- The City will provide BC with one consolidated set of comments on TM 2

Phase 4 Water Quality Evaluation

Objective To conduct a desktop analysis to identify opportunity areas for siting water quality facilities or retrofits.

Activities BC will use base maps developed under Task 2-3 to review land use and existing stormwater treatment and detention facility coverage to identify potential high pollutant source areas that would benefit from the installation of stormwater treatment. Based on discussions with the City during project coordination meetings, detention facilities with the potential to retrofit for water quality will also be identified. BC will review land ownership and space opportunities (e.g., public properties) for the installation of retrofit or regional stormwater facilities.

BC will map observed water quality opportunity areas and prepare conceptual water quality CIP descriptions in tabular form.

For purposes of sizing conceptual CIPs, BC staff will review existing stormwater design standards for treatment, detention, and conveyance that are in place for the City of Tualatin. This may require interview and coordination with CWS staff to verify sizing assumptions related to design of stormwater facilities and infrastructure. Current National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit reissuance status will be also considered.

Phase 4 Deliverables

The following deliverables are included under Phase 4:

- Documentation of potential water quality opportunity areas and conceptual water quality CIP descriptions in tabular form
- Draft TM describing stormwater regulatory considerations, design criteria and standards, and surface water quality issues to be inserted into the SMP (TM 3: Water Quality Evaluation)

Phase 4 Assumptions

The following assumptions are made for Phase 4:

- Field survey and data collection activities, outside of those proposed under Task 3-2, are not included.
- Water quality CIPs will be integrated with other CIPs and refined under Phases 6 and 10.
- The draft TM 3 will be provided to the City for review and comment. City comments not affecting technical or project related assumptions will be addressed when TM 3 is incorporated into the SMP (Task 11-1).
- The City will provide BC with one consolidated set of comments on TM 3.

Phase 5 UIC Evaluation

Objective To inventory existing public UICs and determine CIP needs to rule-authorize the UICs.

Activities Based on review of the Oregon Department of Environmental Quality (DEQ) UIC database, the City currently has 19 registered but not rule-authorized UICs under public ownership.

BC will review and summarize DEQ guidelines for UIC rule authorization. BC will use available UIC inventory information from the City and review the Oregon Water Resources Department (OWRD) records for locations of identified water supply or drinking water wells, seasonal high groundwater (to assess vertical separation distance), and identified 2-year time-of-travel distances.

UICs will be categorized based on whether additional data are needed, whether rule-authorization could occur, whether retrofit is needed for rule authorization to occur, or whether decommissioning is recommended. Such information will be reviewed during Phase 6 and used to develop CIP needs.

Phase 5 Deliverables

The following deliverables are included under Phase 5:

- An updated UIC system inventory in GIS and Microsoft Excel® showing results of the evaluation, and identification of UICs requiring retrofit or decommissioning
- A summary of the UIC evaluation, to be inserted into the draft TM 3 prepared under Phase 4

Phase 5 Assumptions

The following assumptions are made for Phase 5:

- The City has coordinate information or GIS data to locate all public UICs for use in the evaluation.
- Where needed, additional field data collection efforts to verify UIC locations, depth, functionality, or groundwater conditions shall be conducted by the City or occur under Task 9-1.
- CIPs related to UIC retrofits or decommissioning will be developed and refined under Phase 6.
- OWRD well records will not be verified.

Phase 6 Preliminary CIP Development

Objective To coordinate with City staff in a workshop setting to review CIP design concepts, compile a preliminary list of capital improvement projects, and identify where stormwater system modeling is needed for master planning purposes.

Task 6-1 CIP Planning Workshop

Activities Using information collected under Phases 2 and 3, BC will prepare a summary of the existing storm system data available to support development of a hydraulic model. BC will summarize locations of the system that may warrant additional investigation and/or data collection.

BC will facilitate a 3-hour CIP Planning workshop with City staff. During the workshop, attendees will review storm system information in each basin to discuss the following:

- Known system capacity or hydromodification (i.e., in-stream) problems
- Project concepts currently proposed to address identified problems
- Anticipated future development that may cause future system capacity problems or exacerbate existing problems
- Locations where little is known about system capacity and additional information is desired
- Hydraulic modeling needs and additional field data collection needed to support hydraulic modeling

During the workshop, the conceptual projects identified in Phases 4 and 5 will be reviewed and discussed.

BC will prepare an agenda and workshop meeting materials for City review prior to the workshop. Meeting materials shall include individual drainage basin maps of predetermined “high-priority” areas and a summary table to track information related to the items bulleted above.

BC will also develop a CIP fact sheet template for inclusion in the SMP. The CIP fact sheet template shall include designated space for a map of the CIP location, identification of applicable drainage basin(s) and stormwater system components, a description of the conceptual CIP design, and conceptual cost information. The template fact sheet will be reviewed with City staff during the CIP Planning Workshop.

Following the workshop, BC will prepare a meeting summary of key results and decisions, including data collection and/or hydraulic modeling needs.

Task 6-2 Preliminary CIP Development

Activities Based on results from the CIP planning workshop (Task 6-1), CIP design concepts for flood control, system maintenance, water quality, and UIC compliance will be documented in a matrix format. System locations that require additional survey information and/or modeling to refine the CIP design concept will be highlighted in the matrix. Potential CIP integration (i.e., combination of CIP design concepts into one project) will also be documented in the matrix format.

BC will spend one day performing additional field reconnaissance to evaluate potential capital project solutions.

Based on the scale (size and anticipated cost) of the project and feedback obtained from City staff during the workshop, an initial project prioritization will be conducted. The initial project prioritization will reflect whether the project needs immediate resolution (high priority), whether it is a lesser priority, or whether it should be constructed in conjunction with future development. The initial project prioritization will be incorporated into the CIP design concept matrix.

Using recent bid tab information, RS Means, and City-specific cost information, BC will prepare unit cost tables for applicable CIP design components and features for City review and feedback.

Phase 6 Deliverables

The following deliverables are included under Phase 6:

- Agenda and materials (i.e., mapping of pre-determined “high priority” areas, tracking table, and CIP fact sheet template) for the CIP Planning workshop
- Attendance and facilitation by two BC staff members at a 3-hour workshop with the City
- Meeting summary, including documentation of additional survey and hydraulic modeling needs, following the CIP Planning Workshop
- Draft and final CIP design concept matrix
- Draft and final unit cost table

Phase 6 Assumptions

The following assumptions are made for Phase 6:

- City staff will coordinate logistics for the CIP Planning workshop, including securing a meeting location, establishing a meeting date and time, and inviting appropriate City staff
- Completed stormwater questionnaires from City staff and CIOs (referenced in Phase 2) will be returned to BC prior to the workshop

- One additional day (8 hours) for two BC staff members is budgeted to review additional CIP locations and development concepts in the field; City staff from engineering and maintenance will be available to guide the visit
- As available, City staff will provide recent, local bid tab information to BC to help establish unit costs for CIP planning and development

Phase 7 Sanitary Funding Evaluation

Objective To develop a sanitary system financial plan with supporting rates and a revised system development charge (SDC), based on a the City's recently completed sanitary master plan. The financial plan and SDC analysis will reflect the City's share of costs, independent of CWS rates and charges.

Task 7-1 Financial Kick-off, Sanitary Data Review and Sanitary Policy Framework

Activities The BC team will initiate a funding kick-off meeting to confirm Phase 7 and 8 goals and objectives and outline the anticipated schedule for the funding evaluations. Prior to the meeting, the BC team will prepare a meeting agenda and data request list for both the sanitary and stormwater funding evaluations.

FCS Group will review data provided by the City that is associated with the completed sanitary master plan and work with City staff to identify key policy questions necessary for providing direction in the sanitary SDC and rate analyses. Policy questions may include:

- Fiscal policies, potentially including recommended reserve levels and capital funding strategies, including available grant funding opportunities
- SDC methodology options, within constraints established by CWS methodology

The BC team will coordinate with City staff to confirm data and cost assumptions. This effort may occur in conjunction with Task 8-1 as schedule allows.

Task 7-2 Sanitary SDC Analysis

Activities The BC team will follow CWS' SDC rules including how SDCs are distributed between CWS and the City. The following activities are reflected under Task 7-2:

- Compile customer and growth information: FCS Group will compile customer information needed for the sanitary sewer analysis based on data in the sanitary sewer master plan and additional staff input.
- Determine the reimbursement fee cost basis: Using available City asset information, policy input from Task 7-1, and staff input, FCS Group will estimate the percent of project costs eligible for use in calculation of the sanitary SDC reimbursement fee.
- Compile the initial SDC project list: Using the sanitary sewer master plan and project costs and staff input, FCS Group will compile the list of sanitary sewer projects and costs to be used as the initial improvement fee basis.
- Calculate adjustments: FCS Group will make appropriate adjustments to cost bases for administrative costs, fund balance, and other funding sources.

- Calculate fees and surcharge: FCS Group will calculate the improvement fee from information on the eligible cost of planned future facilities, calculate the reimbursement fee, if applicable, from information on the cost of unused capacity in the existing system, and develop a schedule of charges, if applicable.

Task 7-3 Sanitary Rate Evaluation, Documentation, and Council Meeting

Activities The BC team will follow CWS' rate rules including how sanitary utility rates are distributed between CWS and the City. The following activities are reflected under Task 7-3:

- Capital financial planning analysis: The BC team will develop a financial plan to address the recommendations of the sanitary sewer master plan. The analysis will take into account current revenue streams (e.g., rates, SDCs, and capital cash reserves) and potential additional revenue resources such as system reinvestment funding from rates, revenue bonds, and/or other instruments to be applied.
- Revenue requirement and rates: FCS Group will update the forecast of operating and maintenance (O&M) costs, debt service, and other financial obligations of the stormwater utility over the planning horizon. The City's adopted fiscal year (FY) 2016-17 operating budget will be relied upon as the baseline, and used to incorporate updated planning growth forecasts and review economic factors for cost escalation. Additional O&M expenses, as determined under Task 7-1, will be integrated into the forecast. Recommended fiscal policies, capital financing impacts and the operating forecast, and updated operating cash flow over the planning horizon will also be integrated to determine the annual and cumulative revenue adjustments needed to ensure financial sustainability over time, and provide smooth impacts to utility customers (to the extent practical).
- Documentation: A draft sanitary financial plan including SDC methodology will be developed for review and comment by City staff. A final sanitary financial plan will be developed as a stand-alone document.
- Council Meeting Attendance: Two FCS Group staff members will attend and present to City Council (in a work session or meeting) the draft sanitary financial plan.

Phase 7 Deliverables

The following deliverables are included under Phase 7:

- Financial evaluation kick-off meeting agenda
- Financial (sanitary and stormwater) data needs
- Written summary of data assumptions related to project, policy, and operational costs per the sanitary master plan under Task 7-1
- An electronic copy of the draft sanitary financial plan, including the SDC methodology, for review and comment by the City
- Up to 5 bound copies of the final sanitary financial plan, integrating City review comments; the report will also be submitted in electronic format
- An electronic copy of the Microsoft Excel® spreadsheet model
- Attendance and presentation (in PowerPoint®) for two FCS Group staff members during one City Council meeting or workshop.

Phase 7 Assumptions

The following assumptions are made for Phase 7:

- Initiation of the sanitary funding evaluation will occur following completion of the sanitary master plan, developed under a separate contract
- All necessary operational and capital cost information will be provided by the City
- One meeting (via conference call) with City staff will be held to verify sanitary operational and project costs and confirm data assumptions. This meeting may be held in conjunction with Task 8-1 as schedule allows.
- One in-person meeting between FCS Group and City staff will be held to review interim sanitary SDC and financial plan findings
- FCS Group will present in PowerPoint® format during the City Council work session or meeting. The presentation will be provided to the City in advance of the work session or meeting
- BC will oversee schedule for this phase and review deliverables for clarity and readability, but technical review of data assumptions and calculations will not be provided.
- The City will provide FCS Group with one consolidated set of comments on the draft sanitary financial plan

Phase 8 Stormwater Funding Evaluation

Objective To develop a stormwater system financial plan with supporting rates and a revised system development charge (SDC). The financial plan and SDC analysis will reflect the City's share of costs, independent of CWS rates and charges.

Task 8-1 Stormwater Policy Framework and Staffing Evaluation

Activities The BC team will review data received in conjunction with Task 7-1, and will work with City staff to identify key policy questions necessary for providing direction in the stormwater SDC and rate analyses. Policy questions may include:

- Fiscal policies, potentially including recommended reserve levels and capital funding strategies, including available grant funding opportunities
- SDC methodology options, within constraints established by CWS methodology

BC will facilitate an in-person meeting with City staff to evaluate staffing and equipment needs, and establish assumptions for use in the stormwater rate analyses. Variable levels of service will be discussed with the City to aid in CIP prioritization.

Current City organization, staffing levels, and (if available) time sheet records documenting time spent on related activities will be used to assess whether current staffing levels are adequate to meet additional workload resulting from CIP implementation. Replacement costs and frequency for equipment used to implement the City's stormwater program will be discussed with the City.

Consideration of future NPDES MS4 requirements will also be used in evaluating future staffing needs.

Task 8-2 Stormwater SDC Analysis

Activities The BC team will follow CWS' SDC rules including how SDCs are distributed between CWS and the City. The following activities are reflected under Task 8-2:

- Compile customer and growth information: The BC team will characterize the customer base in the units required under the proposed methodology: equivalent service units. Forecasted growth will be applied to estimate the future customer base to be served.
 - Determine the reimbursement fee cost basis: Using available City asset information, policy input from Task 8-1, and staff input, the BC team will estimate the percent of project costs eligible for use in calculation of the stormwater SDC reimbursement fee.
 - Compile the initial SDC project list: Using the CIPs developed/finalized under Phase 10 and the collective input of City staff, the BC team will compile the list of projects and costs to be used as the initial improvement fee basis. It is assumed that the estimated "growth share" of each project will be determined by the BC team using available information for inclusion in the improvement fee.
 - Calculate adjustments: The BC team will make appropriate adjustments to cost bases for administrative costs, fund balance, and other funding sources.
 - Calculate fees and surcharge: The BC team will calculate the improvement fee from information on the eligible cost of planned future facilities, calculate the reimbursement fee, if applicable, from information on the cost of unused capacity in the existing system, and develop a schedule of charges, if applicable. The BC team will also evaluate an appropriate local stormwater SDC surcharge on top of the CWS SDC allowed by CWS. A designated surcharge will be developed for the Basalt Creek Planning Area.

Task 8-3 Stormwater Rate Evaluation and Documentation

Activities The BC team will follow CWS' rate rules including how stormwater utility rates are distributed between CWS and the City. The following activities are reflected under Task 8-3:

- Capital financial planning analysis: The BC team will develop a financial plan to address the stormwater CIPs developed under Phase 10. The analysis will take into account current revenue streams (e.g., rates, SDCs, and capital cash reserves) and potential additional revenue resources such as system reinvestment funding from rates, revenue bonds, and/or other instruments to be applied.
- Revenue requirement and rates: The BC team will update the forecast of operating and maintenance (O&M) costs, debt service, and other financial obligations of the stormwater utility over the planning horizon. The City's adopted fiscal year (FY) 2016-17 operating budget will be relied upon as the baseline, and used to incorporate updated planning growth forecasts and review economic factors for cost escalation. Additional O&M expenses, as determined under Task 8-1, will be integrated into the forecast. Recommended fiscal policies, capital financing impacts and the operating forecast, and updated operating cash flow over the planning horizon will also be integrated to determine the annual and cumulative revenue adjustments needed to ensure financial sustainability over time, and provide smooth impacts to utility customers (to the extent practical).

- Documentation: A draft stormwater financial plan including SDC methodology will be developed for review and comment by City staff. A final stormwater financial plan will be developed for inclusion with the final SMP.

Phase 8 Deliverables

The following deliverables are included under Phase 8:

- Written summary of key decisions related to staffing and maintenance assumptions under Task 8-1
- An electronic copy of the draft stormwater financial plan, including the SDC methodology, for review and comment by the City
- An electronic copy of the final stormwater financial plan, integrating City review comments, for inclusion in the SMP
- An electronic copy of the Microsoft Excel® spreadsheet model

Phase 8 Assumptions

The following assumptions are made for Phase 8:

- The City will provide the BC team with ongoing operational costs including street sweeping and catch basin cleaning for inclusion in the stormwater rate evaluation.
- One in-person meeting with the BC team and City staff will be held to finalize assumptions related to levels of service, staffing and equipment needs.
- One in-person meeting with the BC team and City staff will be held to review interim stormwater SDC and stormwater financial plan findings.
- The City will provide the BC team with one consolidated set of comments on the draft stormwater financial plan.

Phase 9 Targeted Data Collection and Hydraulic Modeling

Objective To obtain information to aid in the evaluation and CIP development of pipe/system capacity problems requiring hydraulic modeling and analysis.

Task 9-1 Field Data Collection

Activities Based on results from Task 6-1, BC will contract with a survey firm of the City's choosing to perform targeted field data collection of the stormwater drainage system. Data collection will be limited to measure downs on storm drainage manholes along main lines to obtain information related to flow direction, pipe diameters, and depths. Data collection may include global positioning system (GPS) horizontal locating of storm drainage structures including manholes, catch basins, culverts, outlet structures, and outfalls. LIDAR will be used to estimate the ground surface elevation if rim elevations are not available in the City's GIS.

LIDAR will be used to develop cross-sections and map any ditches or open channel portions of the conveyance system.

Collected data will be added to the City's existing GIS database.

Because of the unknown scope and scale of this work, a placeholder of \$20,000 in subconsultant services has been incorporated into the project budget.

Task 9-2 Hydraulic Model Development and Validation

Activities For select drainage basins, the stormwater system data collected under Task 9-1 will be imported into the InfoSWMM or approved other SWMM hydraulic modeling platform.

Existing-conditions flows calculated under Task 3-3 will initially be simulated in select drainage basins for model validation. Validation efforts will be limited to comparing existing-conditions model results for a select storm event to available information from the City such as flooding reports and photographs. If validation adjustments are necessary, the hydrologic model results developed under Task 3-3 will be adjusted and updated for reporting in TM 2.

For drainage basins not included in the hydraulic capacity analysis under Tasks 9-2 or 9-3, the available GIS data will be imported with placeholders for missing data to create a framework hydraulic model of the existing stormwater system. This effort will help the City to conduct future system-wide hydraulic modeling as additional survey information is available.

Because of the unknown scope and scale of this work, 80 hours of staff engineer time and 16 hours of senior engineer time for modeling support and QA/QC has been budgeted. Specific efforts include development of the hydraulic model for select drainage basins, development of a framework model for the existing stormwater system, model validation and hydrologic model adjustments, and documentation of hydraulic model development into TM 2 (developed under Phase 3). These hours reflect 16 hours of staff engineer time and 4 hours of senior engineer time to support the model validation efforts.

Task 9-3 Hydraulic Model Analysis (Targeted)

Activities BC will use the hydrologic model developed under Task 3-3 and validated hydraulic model developed under Task 9-2 to analyze the functionality of select portions of the existing, public stormwater drainage system along Manhasset Drive and associated with the Sandalwood development area for both current- and future-conditions flows.

Future-conditions flows will be incorporated into the hydraulic model. Hydraulic model results will be tabulated and included in TM 2 (developed under Phase 3).

Because of the unknown scope and scale of this work, 40 hours of staff time for hydraulic modeling and documentation and 8 hours of senior staff time for modeling support and QA/QC have been incorporated into the project budget.

Task 9-4 Hydraulic Model Analysis (Other Areas)

Activities BC will use the hydrologic model developed under Task 3-3 and validated hydraulic model developed under Task 9-2 to analyze the functionality of other portions of the existing, public stormwater drainage system not identified under Task 9-3 for both current- and future-conditions flows. These other portions of the drainage system would have been identified under Task 6-1 and incorporated into the framework hydraulic model under Task 9-2.

Future-conditions flows will be incorporated into the hydraulic model. Hydraulic model results for will be tabulated and included in TM 2 (developed under Phase 3).

Because of the unknown scope and scale of this work, 24 hours of staff engineer time for hydraulic modeling and documentation and 8 hours of senior engineer time for modeling support and QA/QC have been incorporated into the project budget.

Phase 9 Deliverables

The following deliverables are included under Phase 9:

- Digital (computer-aided design [CAD] or GIS) survey results, incorporated into the City's existing GIS database
- Hydraulic model results for targeted areas identified in Phase 6 for existing- and future-conditions flows based on design storms, in tabular format
- Updated TM 2 to incorporate hydraulic modeling methods and results. The updated TM 2 will include hydraulic results tables associated with Tasks 9-3 and 9-4 and a map depicting the extent of area (drainage basins) included as part of the hydraulic evaluation effort.

Phase 9 Assumptions

The following assumptions are made for Phase 9:

- The subcontract for field data collection in Task 9-1 is not to exceed \$20,000.
- Ground, manhole rim elevations, and open-channel system geometry shall be based on existing information in the City's system inventory, or interpolated from available LIDAR.
- No surveyed cross-sections of stream channels or detailed topographic survey needs are included
- Modeled pipe segments will be limited to the public conveyance system, 12 inches in diameter and larger.
- Validation efforts will be limited to comparing existing-conditions model results for a select storm event to available information from City flooding reports and photographs. 16 hours of staff engineer time and 4 hours of senior modeling support time are budgeted under Task 9-2 for validation efforts.
- The framework hydraulic model will not include model processing, model clean up, or QA/QC of existing storm system data in drainage basins not simulated as part of Tasks 9-3 and 9-4.
- The total hydraulic modeling scope reflected under Tasks 9-2, 9-3, and 9-4 reflects 144 hours of staff engineer time and 32 hours of senior modeling support and review. These hours assume only targeted modeling of select areas of the City will be required. If the hydraulic modeling needs determined under Task 6-1 extend to include a majority of the City's drainage basins, then an amendment will be required to update and expand the scope and budget for modeling efforts accordingly.

Phase 10 CIP Refinement and Prioritization

Objective To finalize the scope, costs, and implementation schedule of CIPs for inclusion in the stormwater financial plan (Phase 8) and final SMP (Phase 11).

Task 10-1 Flood Control CIP Development

Activities Using future-conditions flows evaluated under Tasks 9-3 and 9-4, BC will develop strategies to address observed system capacity deficiencies. Strategies may include pipe upsizing, adding new trunklines (to address areas of future growth), regional detention or retention facility installations, or other system retrofits.

Flood control CIPs will be added to the CIP design concept matrix developed under Task 6-2, and the final list of CIPs will be developed and provided to the City for review and approval. General CIP descriptions will be incorporated into the CIP design concept matrix.

Task 10-2 CIP Prioritization, Fact Sheet Development, and Cost Estimates

Activities BC will work with the City to develop CIP scoring criteria and weighting factors (if desired) and develop a management approach that considers the level of service needed for stormwater utilities. Prioritization criteria shall be developed to integrate with current planned improvements in the city and reflect water quality benefits, project integration, and public safety.

Using the final CIP design concept matrix to guide CIP scoring, BC will provide scoring forms to representatives from engineering and maintenance. BC will collect scoring forms and compile data to prioritize CIPs. CIPs will be scheduled as either highest priority (5-year CIP) or lower priority (20-year CIP) for use in developing the financial plan under Phase 7.

CIP fact sheets will be prepared for up to 10 of the highest priority CIPs for inclusion in the SMP. Using the unit cost tables prepared under Task 6-2, conceptual-level project cost estimates will be developed for each CIP fact sheet. CIP descriptions per the design concept matrix including general cost ranges will be prepared for lower priority CIPs for incorporation in the SMP.

Phase 10 Deliverables

The following deliverables are included under Phase 10:

- Updated hydraulic model results reflecting flood control CIP implementation for areas evaluated under Tasks 9-3 and 9-4
- Updated CIP design concepts matrix incorporating results from Task 10-1 and reflecting general CIP descriptions
- CIP scoring forms, reflecting selected prioritization criteria and final CIP scoring and scheduling
- CIP fact sheets with conceptual-level cost estimates for up to 10 highest priority CIPs

Phase 10 Assumptions

The following assumptions are made for Phase 10:

- Flood control CIP development for future growth areas will be limited to identification of conceptual locations for major trunklines and/or regional facilities; design of stormwater systems within individual development areas will be the responsibility of the developer.
- Flood control CIP development may incorporate design costs into the overall CIP cost estimate to account for more detailed modeling, survey, and analysis. This approach may be used in areas not evaluated in detail as part of Phase 9.
- For budgeting purposes, a maximum of 10 CIP fact sheets with conceptual level cost estimates will be prepared. General cost ranges will be developed for lower priority CIPs for inclusion in the SMP.

Phase 11 SMP Development

Objective To develop a final SMP document and to coordinate with City staff in public outreach efforts to help ensure SMP adoption.

Task 11-1 Draft SMP Development

Activities BC will develop the draft SMP based on compilation of the TMs (TM 1, TM 2, and TM 3) developed during previous tasks.

Preliminary mapping developed under Task 2-3 will be updated to reflect the City's stormwater conveyance system and include new survey data as available. Mapping will also reflect identified system capacity deficiencies, water quality opportunity areas, and CIP locations.

CIP fact sheets, scoring, prioritization, and proposed scheduling will be incorporated in the SMP.

A draft SMP in digital format will be provided to the City for internal and stakeholder review and comment.

Task 11-2 Draft-Final SMP Development

Activities City comments provided under Task 11-1 will be incorporated to create a draft-final SMP for City Council review and comment. A draft-final SMP in digital format will be provided to the City for review and comment by City Council.

City comments on the draft-final SMP will be incorporated to create a final SMP. A print and Web-ready electronic version of the final SMP, in addition to five hard copies, will be provided to the City.

Task 11-3 Public Meetings

Activities Two BC staff members will attend and provide project information during a meeting of CIO leaders at the beginning of the project. This meeting will be used to solicit feedback related to the stormwater questionnaire. Such feedback will be used to set priorities for field data collection and CIPs.

Two BC staff members will attend a public open house in support of the adoption of the SMP. BC will prepare a summary map for use at the public open house.

Two BC staff members and one FCS Group staff member will attend and present to City Council (in a work session or meeting) the draft SMP and stormwater financial plan.

Phase 11 Deliverables

The following deliverables are included under Phase 11:

- Draft SMP (in .doc format) for City review and comment
- Draft-Final SMP (in .pdf format) for Council review and comment
- Final SMP (in .pdf format) and five hard copies
- Electronic copies of project GIS data and InfoSWMM models
- Attendance for two BC staff members during one CIO meeting to discuss the project scope
- Attendance for two BC staff members during a 2-hour public open house
- Attendance and presentation (in PowerPoint®) for two BC staff members and one FCS Group staff member during one City Council meeting or workshop

Phase 11 Assumptions

The following assumptions are made for Phase 11:

- One consolidated set of City and stakeholder review comments on the draft SMP will be provided to BC.
- One consolidated set of City comments on the draft-final SMP will be provided to BC.
- No formal PowerPoint® presentation will be required for the CIO meeting or public open house.
- City staff will coordinate logistics for the open house, including securing a meeting location, establishing a meeting date and time, and advertising.
- Presentation during the City Council work session or meeting will be in PowerPoint® format and provided to the City in advance of the work session or meeting.
- Any public meeting materials developed may be reused during this project.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 04/11/2016

SUBJECT: Consideration of Approval of 2016 Liquor License Renewals Late Submittals

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve liquor license renewal applications for 2016. The businesses listed below submitted their 2016 renewal application too late to be included in the late renewals approved at the March 28, 2016 Council meeting. Copies have not been included with this staff report but are available at the City Offices for review.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the following liquor license application renewals for 2016:

7-Eleven
Brew Abyss
Covey Ridge Vineyard, LLC
Jo's Bar & Grill

EXECUTIVE SUMMARY:

Annually the Oregon Liquor Control Commission (OLCC) requires all liquor licenses be renewed. According to the provisions of City Ordinance No. 680-85, establishing procedures for liquor license applicants, applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The liquor license renewal applications are in accordance with all ordinances and the Police Department has conducted reviews of the applications.

According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license renewal requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

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

Attachments:

City Council Meeting

Meeting Date: 04/11/2016

ANNOUNCEMENTS: Tualatin Planning Commission
2015 Annual Report

ANNOUNCEMENTS

2015 Annual Report of the Tualatin Planning Commission

SUMMARY

The Planning Commission reviewed and approved the 2015 Annual Report at their regularly scheduled meeting on March 17, 2016. They recommended that the City Council accept the report.

The Municipal Code Chapter 11-1 directs the Planning Commission to file a report of its activities with the City Council every year no later than April 1st. The annual report includes a survey and report of activities of the Planning Commission of the previous year.

Attachment 101- 2015 Tualatin Planning Commission Annual Report



City of Tualatin

2015 ANNUAL REPORT

TUALATIN PLANNING COMMISSION

March 17, 2016

Planning Commissioners:

Alan Aplin, Chair
Bill Beers, Vice Chair
Jeff DeHaan
Cameron Grile
Mona St. Clair
Janelle Thompson
Angela Demeo

2015 ANNUAL REPORT OF THE TUALATIN PLANNING COMMISSION

BACKGROUND

The Tualatin Planning Commission, formerly the Tualatin Planning Advisory Committee established, was established on July 26, 1976 (Ord. 1339-12 and Ord. 342-76). The Planning Commission's membership, organization and duties are prescribed in Tualatin Municipal Code Chapter 11-1. The Planning Commission is the official Committee for Citizen Involvement in accordance with Statewide Land Use Planning Goal 1, Citizen Involvement. This annual report covers activities conducted by the Planning Commission in 2015.

This report will address a section of the Tualatin Municipal Code Chapter 11-1.

11-1-080: Not later than April 1 of each year, the Commission shall file its annual report of the activities of the Commission with the City Council. The annual report shall include a survey and report of the activities of the committee during the preceding year, in addition to specific recommendations to the City Council not otherwise requested by the City Council, relating to the planning process, plan implementation measures within the City, or the future activities of the Committee. The report may include any other matters deemed appropriate by the Committee for recommendation and advice to the Council.

2015 Planning Commission



2015 Planning Commission: Cameron Grile, Janelle Thompson, Jeff DeHaan, Mona St. Clair, Alan Aplin, Chair, Bill Beers, Vice Chair, Angela Demeo

CITIZEN INVOLVEMENT AND INPUT

The Planning Commission is the official Committee to fulfill Goal 1: Citizen Involvement of Oregon's statewide land use planning program. The purpose of Goal 1 is to develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the land use planning process.

Goal 1 is specific to land use and involving citizens in land use making decisions. The Planning Commission serves two functions in Tualatin's land use planning program. Their first and original function is to serve as an advisory committee to the City Council by reviewing and making recommendations on comprehensive plan amendments. Plan amendments implement policy direction and are essentially legislative decisions. The second function of the Planning Commission, a more recent addition, is decision making authority over a specified set of quasi-judicial land use decisions. In other words, the Planning Commission has the authority to approve or deny projects tied to specific properties.

Goal 1 allows for varying degrees of citizen involvement that is appropriate to the scale of the planning effort. For example in 2015 the Planning Commission recommended approval of Plan Text Amendment (PTA) 15-02 that amended the Light Manufacturing Planning District to allow a discrete set of commercial uses in two urban renewal blocks near downtown. In this instance City staff coordinated with representatives of the Commercial Citizen Involvement Organization in reaching out to property and business owners. Staff also presented at the Commercial Citizen Involvement Organization meetings, Chamber meetings and conducted an open house. Staff consistently updated the Planning Commission and asked for feedback on the code revisions. The level of effort was warranted because the changes affected multiple properties. Citizen outreach concerning the proposed Marijuana Facilities code was primarily handled by the City Manager's office. In both cases the level of effort was warranted based on the scope of potential impacts to the community.

In both cases, citizens had a chance make comments either in writing or verbally at the public meeting prior to the Planning Commission making a recommendation to the City Council.

Oregon state law sets minimum notification standards for quasi-judicial decisions such as the two variances considered by the Planning Commission in 2015. Applicants for the variances were required to host neighborhood developer meetings and staff notified property owners within 1,000 feet of a public hearing at the Planning Commission 20 days in advance of the meeting. Anyone who submitted comments or testified during the public hearing was then notified of the decision and given 14 calendar days to file an appeal to City Council to review the decision.

All Planning Commission meetings regardless of the agenda items are published on the City website and notices of the meetings are posted in two different locations in City buildings.

Additionally, the Community Development staff meets with the Citizen Involvement Organization Land Use Officers as topics arise. The purpose of the meetings is to provide updates on land use items such as projects under construction, upcoming decisions and long range planning. These meetings are held directly before the Planning Commission meetings, and they provide a forum for CIO officers to ask questions and get more information about community development processes.

PLANNING COMMISSION ACTION ITEMS

In January 2012, the City Council changed the Tualatin Planning Advisory Committee to the Tualatin Planning Commission. The Planning Commission met for the first time in February 2012 and has purview over certain quasi-judicial land use applications including:

- Industrial Master Plans
- Reinstatement of Use
- Sign Variance
- Variance
- Transitional Use Permit

The Planning Commission retains the duties of the Advisory Committee, which is to make recommendations to City Council on comprehensive plan amendments such as Plan Text and Plan Map changes. The Planning Commission reviewed and decided on two quasi-judicial decisions and made recommendations on two Plan Text Amendments in 2015. They met a total of eight times during the calendar year. Four meetings were cancelled due to a lack of agenda items.

SVAR-14-02 for LA Fitness Sign Variance – Variance to allow two signs with taller letters, increased sign face height, and increased area with maximum allowed in the Office Commercial (CO) Planning District. Recommended Approval 5-0.

PTA-15-01 Amending Chapters 31, 60, 61, 62 and a new Chapter 80 - Amendment to establish reasonable time, place and manner regulations for marijuana facilities. Recommended approval 6-0.

PTA-15-02 Blocks 28 & 29 of the Central Urban Renewal Plan- generally located south of Old Tualatin-Sherwood Rd, west of the railroad and Boones Ferry Road and east of 90th Court; amending TDC 60.030 to allow office, retail, service and other commercial uses. Recommended approval 5-0.

SVAR-15-01 Cabela's Sign Variance – Request for Cabela's store in the Office Commercial (CO) and Central Commercial (CC) planning district to allow 10-foot high

banners and 120 square foot banners instead of 3-foot maximum height and 42 square foot banners the code allows. Recommended approval 6-1.

STAFF UPDATES TO THE PLANNING COMMISSION

Staff presented several long range planning topics for discussion including:

- Updates on the regulation of marijuana facilities.
- Blocks 28 & 29 – Preview of the proposed code language for an amendment to allow office, retail, service and other commercial uses in an area located south of Old Tualatin-Sherwood Road and removal of Metro Employment Area design Type designation.
- Industrial Site Readiness Project – study of large (25 acres or larger) industrial sites needed for high-paying manufacturing and other traded-sector employers.
- Basalt Creek Concept Plan Briefing – Update of land use scenarios and jurisdictional boundary options; Newest boundary option and land use scenario analysis.
- Consideration of Outdoor Smoke and Tobacco free City spaces policy for property owned and/or managed by the City.
- Mobile food vending and food carts – City regulation of mobile food vending and potential modification of the TDC to allow larger mobile food vendors and food carts.

COMMISSIONER TRAININGS

- Ms. St. Clair attended a Planning Commissioner Training hosted by the Oregon City Planning Director's Association in September.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Clayton Reynolds, Maintenance Services Div Manager
Core Area Parking Board

DATE: 04/11/2016

SUBJECT: Consideration of **Resolution No. 5270-16** Approving the Recommendation of the Core Area Parking Board to Execute a Contract for Development of ADA Solutions for Core Area Parking Lots; and Approving a Supplemental Budget for the Core Area Parking District Fund

ISSUE BEFORE THE COUNCIL:

Consideration of **Resolution No. 5270-16** Approving the Recommendation of the Core Area Parking Board to Execute a Contract for Development of ADA Solutions for Core Area Parking lots; and and Approving a Supplemental Budget for the Core Area Parking District Fund.

RECOMMENDATION:

The Core Area Board and Staff recommends the City Council authorize a contract to provide ADA parking solutions and the transfer of \$9,040 from reserves to Materials and Services in the Core Area Parking District fund, after holding the required budget public hearing.

EXECUTIVE SUMMARY:

Tualatin Municipal Code (TMC) Chapter 11-3 created the Core Area Parking Board (Board) as the advisory body to the Council with responsibility for operation of the Core Area Parking District (District). Under TMC 11-3-040, the Board is authorized to make recommendations to Council for contracts and services for the District.

On March 7, 2016, the Board met to consider recommending the Council authorize a contract to provide solutions for compliance with ADA requirements within the District and unanimously voted to make that recommendation.

As a result, staff reached out to contractors to provide a scope and fees for professional services to provide solutions and the magnitude of work needed to address ADA deficiencies in each lot. Upon authorization from Council, the City will select the consultant and enter into a contract to provide recommended solutions for ADA compliance and prepare preliminary cost estimates for designing and constructing the recommended modifications. The concept level solutions will identify physical changes that can be made at each lot to update the ADA parking

to meet current standards and give cost estimates for construction needed to meet those standards. Solutions will include, but are not limited to restriping existing stalls, adding curb ramps, adjusting sidewalks, and parking slopes.

The resolution also authorizes the transfer of \$9,040 from reserves to the Materials and Services category of the Core Area Parking District Fund to cover the contract costs. Oregon Revised Statutes (ORS) 294.471 allows for the preparation and adoption of a supplemental budget. Consistent with Oregon Budget Law, a notice of public hearing was posted in a newspaper of general circulation and a public hearing was held at this same Council meeting to consider the supplemental budget.

FINANCIAL IMPLICATIONS:

Funds are available in the Core Area Parking District Fund reserves for this project.

Attachments: Resolution 5270-16 - Core Area
 Agreement

RESOLUTION NO. 5270-16

A RESOLUTION APPROVING THE RECOMMENDATION OF THE CORE AREA PARKING BOARD TO EXECUTE A CONTRACT FOR ADA PARKING; AND APPROVING A SUPPLEMENTAL BUDGET FOR THE CORE AREA PARKING DISTRICT FUND.

WHEREAS, Tualatin Municipal Code (TMC) Chapter 11-3 created the Core Area Parking Board (Board) as the advisory body to the Council with responsibility for operation of the Core Area Parking District (District); and

WHEREAS, under TMC 11-3-040, the Board is authorized to make recommendations to Council for contracts and services for the District; and

WHEREAS, on March 7, 2016, the Board met to consider recommending the Council authorize a contract to provide solutions for compliance with ADA parking requirements within the District; and

WHEREAS, under TMC 11-3-040, the Board unanimously recommended the Council authorize a contract to create concept level solutions for ADA parking within the District; and

WHEREAS, Oregon Revised Statutes (ORS) 294.471 allows for the preparation and adoption of a supplemental budget; and

WHEREAS, a notice of public hearing was posted in a newspaper of general circulation and a public hearing was held on April 11, 2016 to consider the supplemental budget; and

WHEREAS, consistent with Oregon Budget Law, it is necessary to transfer funds in the Core Area Parking District Fund's reserves to the Materials and Services category in the Core Area Parking District Fund.

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

Section 1. The Council accepts the recommendation of the Board to authorize a contract for concept solution for ADA parking.

Section 2. Consistent with the City's purchasing rules, the City Manager is authorized to select the contractor and enter into an agreement with the selected contractor to perform the work.

Section 3. The Council authorizes the supplemental budget to transfer \$9,040.00 from reserves to the Materials and Services category in the Core Area Parking District Fund.

Section 4. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 11th day of April, 2016.

CITY OF TUALATIN OREGON

BY _____
Mayor

APPROVED AS TO LEGAL FORM

BY _____
City Attorney

ATTEST

BY _____
City Recorder

CITY OF TUALATIN

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Otak, Inc ("Contractor").

Section 1. Contract Documents. The Contract Documents, which together form the complete Agreement between the parties, consists of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; and (iii) the attached Scope of Work (Exhibit A); (iv) the attached hourly rate schedule (Exhibit B); (v) the invitation to bid/propose; (vi) the Tualatin Public Works Design Standards; and (vii) Contractor's bid/response. To the extent there is any conflict between the Contract Documents, the conflict is resolved by the order of precedence above. There are no other Contract Documents other than those listed.

Section 2. Work.

- A. Completion.** Contractor must complete all Work that is generally described as set forth in Exhibit A, which is incorporated into this Agreement as if fully set forth.
- B. Authenticity by Contractor.** All written documents, drawings, and plans submitted by Contractor in completing the Work must be stamped with the engineer, land surveyor, architect, or design professional's professional stamp and bear that professional's signature or initials.
- C. Qualified Professionals.** All Work must be performed by qualified engineers and other professionals that are properly licensed under the laws of the State of Oregon.
- D. City Standards.** All design work must be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. Solely Responsible.** Contractor is solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.
- F. Sufficient Plans.** Contractor warrants that the Agreement specifications and plans, if any, prepared by Contractor will be adequate and sufficient to accomplish the purposes of the project and that review or approval by the owner of the plans and specifications does not diminish the warranty of adequacy.
- G. Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.
- H. Subsurface Investigations.** City acknowledges Contractor makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.
- I. Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- J. Additional Work.** If City requests. Contractors to provide additional services not included in the Work described on Exhibit A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work will not exceed Contractor's hourly rate as agreed to in Exhibit A. No compensation for additional services will be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. Effective Date. The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the date of the last signature is the Effective Date.

Section 4. Time is of the Essence. Contractor agrees that time is of the essence under this Agreement.

Section 5. Standard of Care. In the performance of its professional or technical services, Contractor must use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. Contractor will reperform any services not meeting this standard without additional compensation. Contractor's reperformance of any services, even if done at City's request, will not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care or this Agreement.

Section 6. Duty to Inform. If during the performance of this Agreement or in the future, Contractor becomes aware of actual or potential problems, faults, or defects in the projects, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Contractor must give prompt written notice to City's Project Manager.

Section 7. Independent Contractor; Responsibility for Taxes and Withholding.

- A. Independent Contractor.** Contractor will perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 8. Subcontracting. Except for those subcontracts identified in Exhibit A, Contractor's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent. Any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement. All subcontracts for services must be issued under written agreements that include all provisions required under Oregon Public Contracting law. Upon request by the City, Contractor must provide City a copy of all agreements with subcontractors who are performing work under this Agreement.

Section 9. Agreement Price.

- A. Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Exhibit B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. Maximum Fee.** In no event will City pay Contractor a price not to exceed \$9,425, which is inclusive of all hours necessary to complete the Work.

Section 10. City Funds for Payment. (Check One Below)

- ☒ City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- ☐ Contractor understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 11. Payment Process.

- A. Invoices.** Contractor must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Contractor and the specific Work or portions of the Work performed.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Contractor and itemized on Contractor's invoice for services.
- C. Payment for Services.** City will pay Contractor for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 12. Contractor's Representations.

- A.** In order to induce City to enter into this Agreement Contractor makes the following representations and warranties:
 - (i) Contractor has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (iii) Contractor has examined and carefully studied all Contract Documents and the other related data identified in the Contract Documents;
 - (iv) Contractor has become familiar with all conditions that may affect cost, progress, and performance of the Work;
 - (v) Contractor has the skill and knowledge possessed by well informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - (vi) Contractor must, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (vii) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- B. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Section 13. Suspension of Work. The City may suspend work by causing a written "stop work order" to be sent to Contractor as provided in the notice provisions of this Agreement and documenting the reasons for stopping the work. Contractor must stop all work upon receiving the "stop work order."

Section 14. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Contractor or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

D. Party to be Notified. Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. **City's Project Manager: Dominique Huffman, Project Engineer, 18880 SW Martinazzi Ave Tualatin OR 97062-7092, Phone: 503-691-3036, Fax: 503-692-0147, dhuffman@ci.tualatin.or.us**
2. **Contractor's Project Manager: Ken Ackerman, Senior Project Manager, 808 SW Third Ave, Suite 300 Portland OR 97204, Phone: 503-415-2378, Fax: 503-415-2304, ken.ackerman@otak.com**

Section 15. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City is responsible for providing the following:

- A. Timely Response.** City will respond in a timely manner to all properly submitted requests from Contractor.
- B. Cooperation.** City will cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 16. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 17. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 18. Severability. If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 19. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.

Section 20. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 21. Ownership of Intellectual Property.

- A. Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non exclusive, perpetual, royalty free license to use,

reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. If the Work Product is the property of the Contractor-Architect, by execution of this Agreement, the Contractor-Architect grants to City an exclusive and irrevocable license to use the Work Product.

- B. Contractor Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Contractor are and will remain the exclusive property of Contractor. Notwithstanding the foregoing, Contractor hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 22. Records Maintenance; Access. Contractor must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance, for a minimum of three (3) years following final payment or termination of this Agreement. City may have access to all, documents, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts.

Section 23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 24. Nondiscrimination; Compliance with Applicable Law. Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.

Section 25. Public Contracting Requirements. Contractor must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Contractor's compliance.

Section 26. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 27. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 28. Use of Recycled Products. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 29. Force Majeure. Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor must make all reasonable efforts to remove or eliminate such a cause of delay or default and must diligently pursue performance of its obligations under this Contract.

Section 30. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 31. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 32. Indemnification.

- A. General Indemnity.** Contractor must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement.
- B. Control of Defense and Settlement.** Contractor will have control of the defense and settlement of any claim that is subject to this Section; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor will Contractor settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Contractor is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 33. Insurance. Contractor must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon and certified as a true copy by an authorized representative of the issuing company or a certificate in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. Unless specifically set forth on Exhibit A, insurance and related costs must be borne by Contractor. All policies must be written on an "occurrence basis," except for Contractor's Professional Liability Insurance which may be written on a "claims made" basis, and maintained in full force for not less than three (3) years following Contractor's performance under this Agreement. All policies must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. Excepting professional liability and worker's compensation coverage, all policies must provide an endorsement naming the City, its officers, employees, and agents as additional insureds. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Contractor to proceed with work; pay an insurance carrier (either Contractor's or a substitute) the premium amount and withhold the amount from payment to Contractor; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.

- E. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 34. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;
- (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor is entitled to the same remedies as if this Agreement was terminated.

- C. Default by City.** City is in default under this Agreement if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- D. Contractor's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor must pay immediately any excess to City upon written demand provided.

- E. Termination by City.** At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Contractor;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this

Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

- (iv) Immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

H. City's Remedies Cumulative. In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

Section 35. Dispute Resolution.

A. Process. If Contractor is not in agreement with a decision of the City under this Agreement, Contractor must comply with the following process:

- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
- (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
- (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.

B. Exhaustion of Remedies. If Contractor is not in agreement with the written decision of Public Works Director, Contractor will only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.

C. Complaint. Any claim that cannot be resolved between the parties as set forth in this Section shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 36. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 37. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 38. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 29. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED AND ENTERED this 15th day of March, 20 16.


(Contractor)

By Mike Peebles
Title Sr. Vice President
Address 808 SW Third Avenue, Suite 300
Portland, Or 97204-2426

By _____
Sherilyn Lombos
City Manager
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062
503-691-3010

Telephone (503) 415-2354

93-0788869
Contractor's Federal ID Number

APPROVED AS TO LEGAL FORM

City Attorney



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Aquilla Hurd-Ravich, Planning Manager

DATE: 04/11/2016

SUBJECT: Consideration to Amend the Tualatin Development Code Chapter 38.230, Signs Permitted in the Medical Center (MC) Planning District to Revise Allowed Sign Types and Certain Sign Standards.

ISSUE BEFORE THE COUNCIL:

City Council consideration of a Plan Text Amendment (PTA 15-0001) to amend the Tualatin Development Code Chapter 38 Section 230 to allow additional sign types and revise certain sign standards. Legacy Meridian Park Medical Center is the applicant of these proposed changes. Plan Text Amendment 15-001 is a legislative matter.

RECOMMENDATION:

At their meeting on March 17, 2016 the Tualatin Planning Commission reviewed the proposed Plan Text Amendment and made the following recommendation: Modify the proposed language to omit the Campus Sign Master Plan at this time and recommend approval of the remaining proposed sign code text. (7-0)

Staff recommends the City Council consider the staff report, draft code language, and analysis and findings and provide direction on PTA 15-0001.

EXECUTIVE SUMMARY:

Legacy Meridian Park Medical Campus (Legacy Meridian) is located at 19300 SW 65th Avenue. Together with Legacy Health Systems, Legacy Meridian owns all property in the Medical Center (MC) planning district with the exception of land owned by Tualatin Senior Care LLC, which operates Brookdale senior living facility in the northwest corner of the district. There is no other property in the City designated MC. Attachment 100 shows the location of the MC district in Tualatin.

Legacy Meridian plans to replace most of the existing signs on their Tualatin campus. The proposed PTA is to amend the text of Section 38.230, Signs Permitted in the Medical Center (MC) Planning District, to provide language that allows for safer, more legible, and clearer wayfinding and identity signs. These changes would allow Legacy Meridian to:

- Provide clearer direction to drivers approaching the campus

- Aid visitors and patients to find their way to campus buildings and parking lots
- Allow Legacy to clearly identify the campus
- Provide consistency with signage at other Legacy Health Systems campuses throughout the Portland metro area where the proposed comprehensive sign programs have been or are in the process of being implemented.

As part of this Plan Text Amendment, staff added to Legacy's request by proposing language that would allow for a Campus Sign Master Plan. This option was presented to the Planning Commission in January and City Council at their work session in February. At their meeting in March, the Planning Commission questioned the review process of the Campus Sign Master Plan and whether or not the public would have the ability to comment or give input. The intention of the Campus Sign Master Plan is to allow for a medical campus to propose a sign program that may deviate from the prescribed code standards. In the draft language the Master Plan process would follow a typical sign permit review and approval which ends at the Planning Director level. Members of the Planning Commission expressed the idea that the public should be able to comment since there could be some discretionary judgement involved when approving a Campus Sign Master Plan. Although the Commissioners agreed that the Master Plan is a good idea they wanted more time to vet the appropriate review process. After hearing from the applicant that removing the Master Plan language from this proposal would not impede Legacy Meridian's ability to accomplish their objective of instituting a new sign program, the Commissioners agreed to recommend approval of the Plan Text Amendment without the Campus Sign Master Plan.

Additionally, staff presented a preview of the proposed code amendments to City Council on February 8, 2016. Several of the Council members expressed concerns relating to the proposed pole signs and potential light impacts on adjacent neighborhoods. The applicant has addressed these two concerns in a narrative included as Attachment 101. They amended their proposal to remove pole signs and have addressed the light impact concerns. Staff notes that existing sign code regulates the brightness of sign lighting and stipulates that lighting "shall be directed so the source of light is not visible from the public right-of-way or from properties in residential planning districts" (TDC38.100(7)).

Currently the following sign types are allowed in the MC Planning District:

- Monument signs
- Wall signs
- Hospital Identification Wall signs

The proposed PTA would allow two types of signs in the MC District:

- Monument Signs
- Wall Signs

The proposed code amendments distinguish among several types of monument signs and changes allowable height and size including:

- Property Boundary
- Vehicle Entrance
- Internal Signs

The proposed changes also include allowing additional wall signs, including Overhead Canopy signs.

The proposed PTA differentiates Property Boundary, Vehicle Entrance and Internal monument signs, adds sign categories to reflect locations and standards of all internal campus signs, and slightly increases the allowed height and area of monument signs at the perimeter of the campus. At the edge of campus, signs would be slimmer and slightly taller than currently allowed, increasing readability of messages while improving vision clearance at intersections. Signs on the interior of the campus would be the same as or slightly smaller than allowed by current standards. Another significant proposed change to the sign code would relax standards regarding number and location. For example, Internal Monument Signs are unlimited in number and can be placed in any location if the signs are greater than 30 feet from the public right-of-way. The proposed code language is included as Attachment 102 to this report.

The approval criteria of the Tualatin Development Code (TDC), Section 1.032, must be met if the proposed PTA is to be granted. Staff has reviewed the applicant's response to the applicable criteria and finds the proposed amendment meets the criteria. The Analysis and Findings are included as Attachment 103.

Public Involvement

On August 10, 2015, the applicant held a neighbor developer meeting to discuss the proposed PTA and changes to signage on the Legacy Meridian campus. One interested citizen representing the east Tualatin Citizen Involvement Organization (CIO), one City representative from the Planning Division, and two individuals representing the applicant attended the meeting. The proposed changes were well received and no concerns or objections were identified.

Next Steps

If approved at tonight's public hearing, staff anticipates bringing an ordinance to City Council on April 25, 2016.

OUTCOMES OF DECISION:

Approval of the Plan Text Amendment would result in the following:

- Tualatin Development Code Section 38.230 Signs Permitted in the Medical Center (MC) Planning District will be amended to allow additional monument signs, additional wall signs in addition to amending certain sign standards including height, size, location, and number of signs.

Denial of the Plan Text Amendment would result in the following:

- The Tualatin Development Code will not be amended and the current sign provisions will remain in effect.

ALTERNATIVES TO RECOMMENDATION:

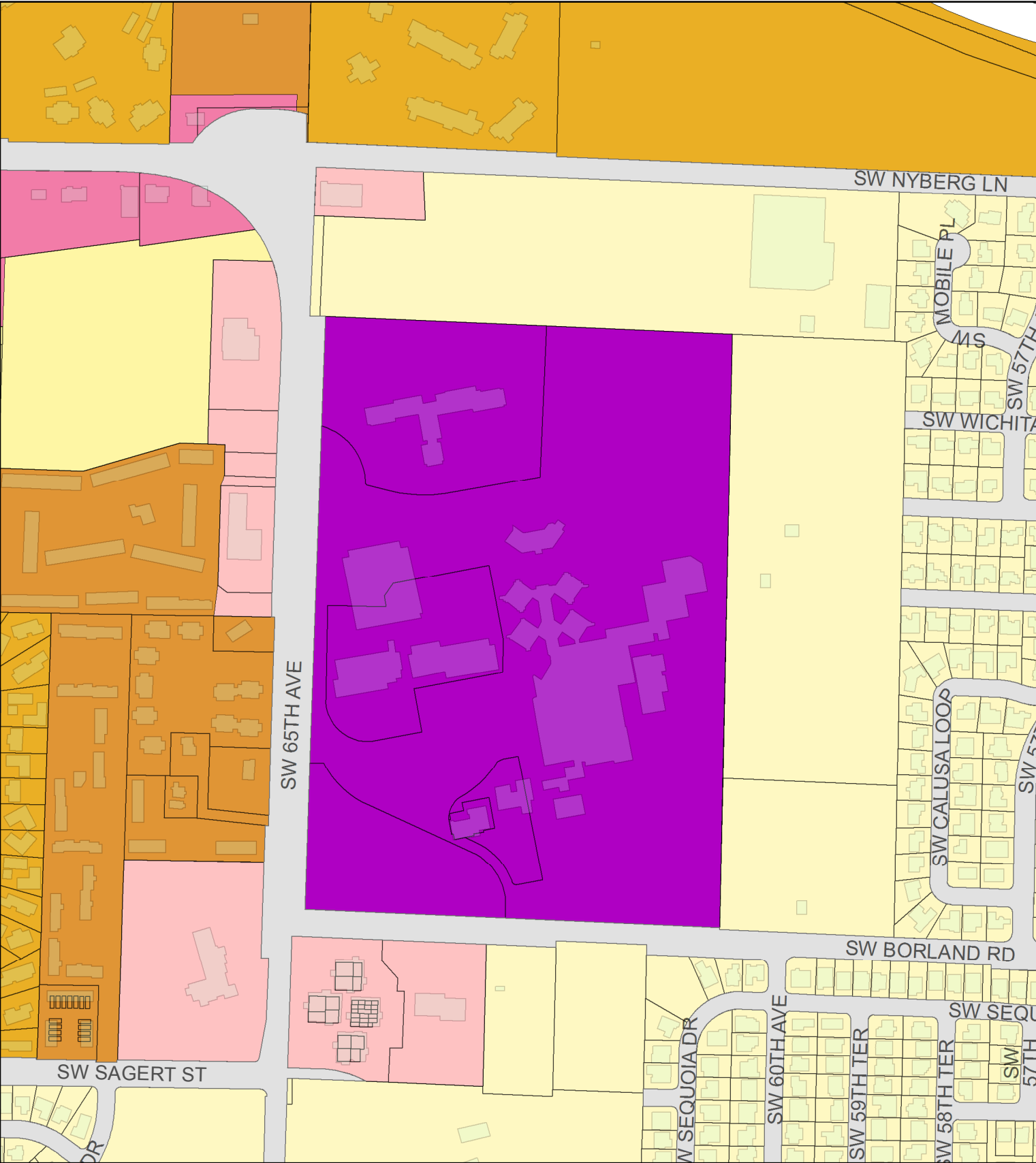
The alternatives to the Planning Commission recommendation are:








1. Approve the proposed Plan Text Amendment with alterations to the draft language.
2. Deny the proposed Plan Text Amendment.

FINANCIAL IMPLICATIONS:

The applicant, Legacy Meridian Park Medical Center, paid the required application fee of \$2,245.00 for the processing and review of their Plan Text Amendment application.

Attachments: Attachment 100 - Medical Center Planning District
 Attachment 101 - Applicant Response to Council Comment
 Attachment 102 - Revised Proposed Sign Code
 Attachment 103 - Analysis and Findings
 Attachment 104 - Presentation
 Attachment 105- Tualatin Planning Commission UNOFFICIAL Minutes



- | | | |
|---|--|---|
|  Office Commercial |  High Density Residential |  Low Density Residential |
|  General Commercial |  Medium High Residential | |
|  Medical Commercial |  Medium Low Residential | |



This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -TualGIS

Received 3/8/16
by
Community Development
Department

M E M O R A N D U M

To Aquilla Hurd-Ravich, Planning Manager
City of Tualatin Community Development Department
18880 SW Martinazzi Ave.
Tualatin, OR 97062

Project	Legacy Meridian Park Medical Center Site Signage	M/R Code	LMP
Date	March 8, 2016	Sent via	Email
		# Pages	1
Subject	Plan Text Amendment: Narrative addressing City Council concerns		
By	Mike Hawks	Copies to	file , City of Tualatin, Bob Ingber

Description of Proposal

Legacy Health proposes to amend the text of Section 38.230 Signs Permitted in the Medical Center Planning District in the Tualatin Development Code (TDC). The amendment will provide sign language that allows for safer, more legible signs to replace the existing signs on campus. The new sign program emphasizes clarity and legibility, consistent nomenclature, fewer messages and a clear information hierarchy. The wayfinding approach highlights routes to three major destinations: Emergency, Hospital and Medical Offices. The new sign program will also reflect the campus' recent rebranding as Legacy Meridian Park Medical Center.

As part of the Plan Text Amendment process, Legacy has had the opportunity to hear concerns from City Council members and would like to reassure the Council that the new sign program will not negatively impact any of Legacy's neighbors.

Aesthetics

In addition to meeting existing design requirements set forth in the code, Legacy *will not* request pole signs in the Plan Text Amendment.

Illumination / Directional signs

Legacy Health will ensure illuminated directional signs meet the restrictions set forth in section TDC 38.100(7)(c). The Council should also understand that the newly proposed directional monument signs will replace 12 existing illuminated directional signs. There will be no net gain in the quantity of these signs, and only one change in location. There will be no new signs facing towards the east. The new signs have opaque faces and *only* the messages are illuminated (see photo).

Illumination / Wall signs

Legacy Health will ensure illuminated wall signs meet the restrictions set forth in section TDC 38.100(7)(c). Legacy Meridian Park currently has two wall signs that may be of concern. Both face west, one is located on the tower, and the other is located on the parking garage. Legacy will update the existing signs to: display the new logo, and have more energy efficient lighting. There are no plans to move, change the sizes or otherwise alter these signs by any other means. There will be little to no change in the amount of illumination emitted by these signs.

EMERGENCY

Emergency



Urgent
Care





DRAFT

Section 38.230 Signs Permitted in the Medical Center (MC) Planning District.

(1) The provisions of this Section apply to all permitted and conditional uses in the Medical Center Planning District. To the extent that this Section conflicts with another Section of the TDC, this Section controls. Only those signs permitted in this Section are permitted. All other signs are prohibited. The following signs are permitted in the MC Planning District:

- (a) Monument Signs;
- (b) Wall Signs; and
- (c) Any sign approved through the Campus Sign Master Plan process.

(2) Monument Sign standards in the MC Planning District. Monument signs must comply with the following:

- (a) Height: No greater than fourteen feet high from the grade to the highest point of the sign, including the sign face, structure and any projection, decoration or trim of the sign face or structure.
- (b) Sign Face Area:
 - (i) Property Boundary: No greater than four faces per sign and no greater than 95 square feet of total sign face. A Property Boundary Sign must also use at least three of the following Sign Exterior Elements:
 - (A) Frame trim, cap, wing, grill, exposed bracketing or other decorative sign frame element(s);
 - (B) Variation in sign profile including use of asymmetrical & curvilinear shapes and planes, and irregular height of sign elements;
 - (C) Use of three or more exterior sign materials that are elements of the site's building architecture, including masonry, concrete, ceramic, glass (figured, block or tile), stucco, metal fabric, metal tubing and wood timber materials;
 - (D) Use 3-dimensional lettering and graphic;
 - (E) Use "halo," baffled and shrouded indirect illumination sources, or internally-lighted "push thru" lettering and graphic; or
 - (F) Have no more than 20 percent of sign face feature illuminated with direct lighting (exposed incandescent bulb, neon tube, LED or LCD electronic bulbs) or internally-lighted panels (fluorescent tube or other light source behind a translucent panel).

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A Property Boundary Sign must also use at least three of the following Sign Structure and Site Elements:

- (A) Two (2) or more individual pole, pylon or column supports separated by a minimum of 24”.
 - (B) Monument-style base occupying 75 percent or greater (>75%) of sign face width.
 - (C) Sign setback minimum of 5 ft. from property lines, measured to any feature of sign structure.
 - (D) Minimum 36” pylon or column width or diameter.
 - (E) Landscape plantings including shrubs and groundcover or hardscape features including decorative rock or masonry located at the base of the free-standing sign.
- (ii) Vehicle Entrance Sign: No greater than four faces per sign and no greater than 40 square feet of total sign face
- (iii) Internal Sign: No greater than four faces per sign and no greater than 40 square feet of total sign face.
- (c) Illumination: Indirect or internal.
- (d) Location:
- (i) Property Boundary Sign: One sign is allowed at each property boundary corner. Signs must be located within 30 feet of any public right-of-way.
 - (ii) Vehicle Entrance Sign: One sign at each vehicle entrance. Signs must be located within 30 feet of any public right-of-way.
 - (iii) Internal Sign: Signs located more than 30 feet from public right-of-way may be located anywhere on campus and be of an unlimited number.

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(e) Vision Clearance: All signs must comply with the vision clearance provisions in TDC 38.100.

(3) Wall Sign Standards in MC Planning District. Wall signs must comply with the following:

(a) Height:

(i) Main Sign: No greater than 8 feet high from lowest point to the highest point of the sign face, including any projection, decoration, and individual letters, cabinet or trim of the sign face. All letters or numbers must be four feet high or less. Height above grade shall be no higher than the height of the sign band.

(ii) Tenant Sign: Sign face shall be no greater than two feet high from lowest point to the highest point of the sign face, including any projection, decoration, and individual letters, cabinet or trim of the sign face. Height above grade shall be no higher than the height of the sign band.

(iii) Canopy Sign: Sign face shall be no greater than two feet high from lowest point to the highest point of the sign face, including any projection, decoration, and individual letters, cabinet or trim of the sign face. Height above grade shall be no higher than the height of the sign band.

(b) Sign Face: One sign face per sign and:

(i) Main Sign: No greater than 100 square feet.

(ii) Tenant Sign: No greater than 32 square feet.

(iii) Canopy Sign: No greater than 32 square feet.

(c) Illumination: Indirect or internal.

(d) Location: Wall signs are prohibited on any wall of any building that faces public right-of-way and that is within 150 feet of that public right-of-way.

(i) Main Sign: One wall sign may be located on each building.

(ii) Tenant Sign: One additional sign per tenant space may be located on each building, provided however not more than three walls of each building may have a sign on the wall.

(iii) Canopy Sign. In addition to the Main Sign and Tenant Signs, one wall sign per entry may be mounted to the canopy of a building in one of three ways: attached to the canopy fascia; mounted to the top edge of the canopy; or mounted to the underside of the canopy.

PTA-15-0001: ANALYSIS AND FINDINGS

AMENDMENT TO SIGN CODE IN THE MEDICAL CENTER PLANNING DISTRICT

Plan Text Amendment 15-0001 (PTA-15-0001) proposes amendments to the Tualatin Development Code Chapter 38 Section 230 to allow additional sign types and revise certain sign standards. Legacy Meridian Park Medical Center is the applicant of these proposed changes.

Amendments are proposed to the following chapters:

Chapter 38 Sign Regulations

Background

Legacy Meridian Park Medical Center proposes to amend the text of Section 38.230 *Signs Permitted in the Medical Center Planning District* in the Tualatin Development Code (TDC). The amendment will provide sign language that allows for safer, more legible, and clearer wayfinding and identity signs to replace the existing signs on campus. The proposed amendment differentiates Property Boundary, Vehicle Entrance and Internal monument, adds sign categories to reflect locations and standards of all internal campus signs, and slightly increases allowed sign height and area of monument signs at the perimeter of the campus. In addition this amendment will create the option for a Campus Sign Master Plan at the discretion of the property owner.

The Analysis and Findings presented here pertain only to the Plan Text Amendment proposed to amend language in the Tualatin Development Code.

Plan Amendment Criteria (TDC Section 1.032)

The approval criteria of the Tualatin Development Code (TDC), Section 1.032, must be met if the proposed PTA is to be granted. The plan amendment criteria are addressed below. The following narrative describes how the proposed text amendment addresses the applicable approval criteria contained in TDC Section 1.032 Burden of Proof. For ease of reference, the approval criteria are noted in ***bold italics*** and use the numbering system contained in the TDC. When appropriate, similar approval criteria are grouped and addressed together.

Section 1.032 Burden of Proof

Approval Criteria

- (1) ***Granting the amendment is in the public interest.***

The Tualatin Development Code (TDC) *Chapter 20 Sign Design* states that the purpose of regulating sign design is to promote the public health, safety and welfare through a comprehensive system of effective sign Objectives. The proposed text amendment revises certain sign standards to permit clearer direction to drivers approaching the campus, adds standards for signs that aid visitors and patients to find their way to campus buildings and parking lots, and allows Legacy to clearly identify the campus.

The proposed code amendment expands the use of monument signs. Such signs will be allowed at property corners, vehicle entrances to the campus and, for the first time, at internal campus locations. Each of these types will be discussed later in these findings. With the amendment, signs at property corners and vehicle entrances must be located within 30 feet of a right-of-way. A consistent system of logically formatted and located signs will facilitate wayfinding while not contributing to visual blight or distractions to drivers. The Campus Sign Master Plan approval process will ensure future consistency. Wayfinding clarity will assist the public navigating the large hospital campus and finding their way to important medical services such as the emergency room. Sign objectives of the TDC are more specifically addressed in Approval Criteria (3) below.

Criterion “1” is met.

(2) *The public interest is best protected by granting the amendment at this time.*

The existing signs on the Meridian Park Campus have reached the end of their useful life. The name of the hospital is being changed to add the words “Medical Center.” The existing signs on campus lack a hierarchy of size, form and content which reduces wayfinding clarity, they contain too much information which reduces legibility, and sign nomenclature is inconsistent. As part of a system-wide effort to improve signage and wayfinding information, Legacy has engaged a sign designer to develop a family of sign types that provides readable, clear messages on all of their campuses. Signs, using this typology have already improved wayfinding on Legacy's Emanuel and Salmon Creek campuses. Legacy would like to install these new sign types throughout the Meridian Park campus. The proposed Plan Text Amendment will allow Legacy to install a uniform system of new signs that comply with Tualatin City Code starting at the campus edge and continuing on internal circulation roads to building and parking lot entrances. These signs will provide current identity and wayfinding information in a clear, consistent form with an appropriate level of detail needed to easily navigate from the edge of the campus to destinations on campus.

Criterion “2” is met.

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

The following describes how the proposed text amendment addresses the applicable objectives of TDC Chapter 20 Sign Design.

(1) Preserve the right of free speech exercised through the use of signs.

The proposed amendment continues to permit signs in MC zone to impart wayfinding and identity information. Staff finds that the proposed amendment is neutral regarding the content of signs, and therefore preserves the right of free speech.

(2) Protect the public health, safety and welfare.

(3) Protect persons and property in rights-of-way from unsafe and dangerous signs that distract, rather than inform, motorists, bicyclists and pedestrians.

(10) Ensure the number, height and dimensions of signs allowed adequately identifies a business or use and does not result in sign clutter.

The proposed amended text allows a family of signs that will appropriately identify the campus, improve the visibility of critical wayfinding information, and provide appropriate levels of detail making it easier for patients, visitors, employees, and the general public to find and safely drive to the needed facility on campus.

The proposed amendment revises the existing code to allow additional monuments signs, wall signs and a Campus Sign Master Plan process. The proposed changes could allow for increased height and size and design standards to apply. There are three types of proposed monument signs: Property Boundary, Vehicle Entrance and Internal signs. Proposed code revisions describe height, sign face area, illumination and location. Proposed Wall Signs include a main sign, tenant sign and an overhead canopy sign. The revised code could allow for an additional Main Signs which are currently restricted to one per campus. Tenant Wall sign standards do not change in the proposed code revisions. A provision to allow Overhead Canopy signs is proposed. The Campus Sign Master Plan option could allow for an applicant to submit a plan that establishes sign standards and location. This could allow for future changes without changing code, while maintaining City oversight and providing the property owner with greater flexibility.

How these revisions allow signs that protect the public interest and safely inform motorists, bicyclists and pedestrians without sign clutter is addressed by each sign type below.

Monument Signs: Property Boundary signs are limited to property corners along the perimeter of the campus. They must be within 30 feet of the right-of-way. These signs are primarily for campus identification. The proposed sign area of these signs is larger and taller than allowed in the current standard, resulting in sign message sizes that can be read at safe speeds. In addition, directional information is placed at a height that can be seen by drivers and not obstructed by landscaping or other vehicles. Finally, the slimmer profile of the signs will allow a wider, less obstructed view for drivers and for pedestrians.

Vehicle Entrance signs are located at campus entrances or campus boundaries. These signs will clearly distinguish routes to emergency, hospital entrances and medical office buildings. The sign area for these types of signs remains the same as the existing code standard. These signs will be taller than allowed in the current standard, resulting in a slimmer profile allowing a wider, less obstructed view for drivers and for pedestrians. As with property boundary signs, vehicle entrance signs must be within 30 feet of the right-of-way.

Internal Monument Signs- New text is proposed to add standards for freestanding signs internal to campus. These signs are needed to direct drivers within the campus and to indicate when they have arrived at their specific destination. These signs continue the form and style established by the Property Boundary and Vehicle Entrance monument signs, but at a smaller scale appropriate to the speeds on internal campus roads and are designed to step down in size and height as they approach final destination points. The number of Internal Campus Monument Signs will not be restricted as long as they are located outside of 30 feet of the right-of-way.

Having identifiable, easy to read wayfinding signage from the edge of campus to final destinations promotes safe, more predictable traffic flow, and allows drivers, who are sometimes searching for their destination under stress conditions, to pay attention to pedestrians and road conditions.

Staff finds that, although the above discussion refers to different configurations of signs and their functions, the proposed text amendment associates sign function with location on the medical campus and does not prescribe any type or classification of sign message or content.

(4) Protect persons and property from unsafe and dangerous signs due to natural forces, including but not limited to wind, earthquakes, precipitation and floodwaters.

(5) Protect persons and property from unsafe and dangerous signs due to improper construction, repair and maintenance.

The proposed amendment leaves in place current regulations for construction, installation, repair and maintenance so that all campus signs will be safe. The proposed amendment allows signs that can be designed to limit damage in the case of natural forces. The proposed amendments do not make any changes to the Building Code and most all signs are required to obtain a building permit prior to construction.

(6) Protect and enhance the visual appearance of the City as a place to live, work, recreate, visit and drive through.

(7) Protect and enhance the quality streetscapes, architecture, landscaping and urban character in Tualatin.

(8) Protect and enhance property values.

(9) Protect and enhance the City's economy.

Legacy is planning to replace most of the existing signs on the Meridian Park campus. Monument Signs will contain Legacy's updated logo and the hospital's revised name: Meridian Park Medical Center. The new sign family will be uniform in design, color, material and typography and will present a visually attractive and consistent transition from public streets to the internal private streets of the campus. The new signs feature high quality, durable materials with sign cabinets of extruded aluminum with a clear anodized finish. Sign faces will be painted aluminum. Sign types noted as internally illuminated will have push through translucent acrylic messages. The proposed amendment does not affect current *Development Code* regulations regarding illumination and its potential negative impacts on drivers and adjacent properties. Sign types noted as non-illuminated will have messages in reflective vinyl applied to sign faces

The proposed text amendment permits new, high quality, visually attractive signs that appropriately identify a major hospital providing a range of health care services to the city's residents. The proposed text amendment also locates and provides standards, based on traffic speed, message size and content, for a family of directional signs sized to impart clear wayfinding information. The new signs

allowed by the text amendment will be visually attractive, contribute to a safe, enjoyable driving experience, and support the sign needs one of the city's major employers and health care providers.

Staff finds that the above objectives are met.

(12) Allow only temporary signs on a property with no building.

(15) Regulate the number, height and dimensions of temporary signs.

The text amendment does not address temporary signs.

(13) Allow no new permanent sign, or a change of face on an existing permanent sign, on a property with an unoccupied building.

(14) Allow permanent signs only on buildings, or parts of buildings, that are occupied.

The permanent signs addressed in the amendment are on a campus with occupied buildings. Staff finds that the proposed text amendment will have no effect on existing prescriptions against permanent signs on unoccupied buildings.

(11) Allow greater sign heights and dimensions for Major Commercial Centers.

(16) In the manufacturing and institutional planning districts allow permanent freestanding monument signs, but not permanent freestanding pole signs.

Staff finds that the proposed text amendment will apply only to the Medical Center planning district and will have no effect on Major Commercial Centers or manufacturing and Institutional planning districts.

(22) Adopt Sign Design standards and a Sign Design Review process for freestanding signs in commercial districts that encourage attractive and creative signage with varied design elements such as proportionally wider sign bases or pylons, a mix of exterior materials that have a relationship to building architecture, use of dimensional lettering and logos with halo or internal lighting and is consistent with the high quality of developments desired in commercial districts.

(24) Create an incentive for improvement of existing freestanding signs and adopt provisions allowing non-conforming freestanding signs in commercial districts to retain non-conforming sign status when structurally altered subject to improved compliance with Sign dimension and Sign Design standards.

The text amendment allows for signs whose height and scale respond to the larger physical contours, landscape features and buildings found on this and other medical campuses. Proposed sign face areas and letter heights allow for clear, legible wayfinding messages that are significantly easier to read than existing signs and more closely follow the legibility guidelines recommended by the United States Sign Council and the International Sign Association. The amendment adds language to reflect existing Hospital Identification Wall signs so that they will be conforming.

Staff finds that the proposed text amendment will apply only to the Medical Center planning district and will have no effect on commercial planning districts.

(17) In the residential planning districts sign numbers, heights and dimensions for dwelling units shall be restricted and for conditional uses shall be consistent with the use.

(18) Allow indirect and internal illumination in residential planning districts for conditional uses.

(19) Allow greater sign diversity in the Central Urban Renewal District's Central Design District for uses on properties abutting the City owned promenade around the Lake of the Commons.

(21) Adopt sign regulations for the Mixed Use Commercial Overlay District that are consistent with the type and high quality of developments desired in the District. New sign types to be allowed are wall-mounted plaques and inlaid floor signs.

(23) In Central Commercial and General Commercial planning districts, allow permanent freestanding monument signs on Arterial Streets, and restrict permanent freestanding pole signs to Collector or Local Commercial Street frontages.

The text being amended applies only to the Medical Center Planning District.

(20) The wiring for electrically illuminated freestanding signs shall be underground and for wall signs shall be in the wall or a race.

The proposed text does not modify the location of wiring.

Criterion “3” is met.

(4) The following factors were consciously considered:

- ***The various characteristics of the areas in the City;***

Staff finds that the proposed text amendment will apply only to the Medical Center planning district and will reinforce the unique character of the area. It allows for a family of identity and wayfinding signs appropriate to multiple buildings and destinations found on the Legacy Meridian Park Medical Center Campus..

- ***The suitability of the areas for particular land uses and improvements in the areas;***
- ***Trends in land improvement and development***

The proposed text amendment supports an existing land use

- ***Property values; the needs of economic enterprises and the future development of the area;***

The proposed text amendment supports the hospital’s need to provide clear identity and wayfinding information

- ***Needed right-of-way and access for and to particular sites in the area;***
- ***Natural resources of the City and the protection and conservation of said resources;***
- ***Prospective requirements for the development of natural resources in the City;***

The proposed text amendment does not affect right of way or natural resources

- ***And the public need for healthful, safe, aesthetic surroundings and conditions.***

The proposed amendment allows high quality, attractive signs with clear, uncluttered messages needed to find and navigate from public streets to destinations on campus. Property Boundary and Vehicle Entrance monument signs will be limited to locations within 30 feet of rights-of-way, thereby helping fulfill the public need for healthful, safe, aesthetic surroundings and conditions.

- ***Proof of change in a neighborhood or area, or a mistake in the Plan Text or Plan Map for the property under consideration are additional relevant factors to consider.***

The proposed text amendment clarifies and adds standards to cover all types of signs needed on a major medical center campus. It is not in response to a change in the area or a mistake in the plan text.

Criterion “4” is met.

(5) The criteria in the Tigard-Tualatin School District Facility Plan for school facility capacity have been considered when evaluating applications for a comprehensive plan amendment or for a residential land use regulation amendment. The Tigard-Tualatin School District's School Facility Plan criteria (formula) for new school capacity are:

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on school facility capacity.

Criterion “5” is met.

(6) Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules, including compliance with the Transportation Planning Rule TPR (OAR 660-012-0060).

***Statewide Planning Goals
Goal 1 Citizen Involvement***

Staff finds that the procedures used to process, consider and potentially grant the proposed text amendment have followed those stipulated by the acknowledged Tualatin Comprehensive plan and Development Code. These procedures include those required for a City Council public hearing on a legislative matter including: commenting agency notice of application; newspaper publication on March 24, 2016 announcing proposed amendment; DLCD notice of proposed change submitted February 22, 2016; and a City Council public hearing scheduled for April 11, 2016. Additionally, the Tualatin Planning Commission serves as the City’s standing committee on citizen involvement and the proposed amendments were presented to the Planning Commission on January 21, 2016 and again for a recommendation to City Council on March 17, 2016. These procedures ensure citizen involvement in a manner acknowledged by the State to be consistent with Statewide Planning Goal 1.

Goal 2 Land Use Planning

The Department of Land Conservation and Development (DLCD) has acknowledged the City's Comprehensive Plan as being consistent with the statewide planning goals. The Development Code implements the Community Plan and the two documents combine to make the Comprehensive Plan. The Community Plan establishes a process and standards to review changes to the Tualatin Development Code, thereby ensuring consistency with the Community Plan and the statewide planning goals.

The applicable Community Plan objectives are enumerated in Tualatin Development Code, Chapter 20 – Sign Design. The responses to Criteria “3” of the Tualatin Community Plan and Development Code, Section 1.032 Burden of Proof, apply these objectives to the proposed amendment. In those responses, staff found that the proposed amendment is consistent with these objectives of the Tualatin Community Plan. Therefore, staff finds that granting the proposed amendment is consistent with Statewide Planning Goal 2.

Goal 3 Agricultural Lands

Goal 4 Forest Lands

Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces

Goal 6 Air, Water and Land Resources Quality

Goal 7 Areas Subject to Natural Hazards

Goal 8 Recreational Needs

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on lands, resources or facilities related to or regulated by any Statewide Planning Goal 3 through 8 inclusive.

Goal 9 Economic Development

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on the inventory of buildable commercial lands, and no effect on the density or type of permitted and conditional uses in commercially zoned land.

Goal 10 Housing

Goal 11 Public Facilities and Services

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on lands, resources or facilities related to or regulated by Statewide Planning Goals 10 or 11.

Goal 12 Transportation

660-012-0060

Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government

must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will not significantly affect an existing or planned transportation facility. Specifically regarding 660-012-0060(1), the amended land use regulation will not: (a) change the functional classification of an existing or planned transportation facility; (b) change standards implementing a functional classification system; or (c) result in any change in the amount of traffic generated within the area affected by the amendment.

Goal 13 Energy Conservation

Goal 14 Urbanization

Goal 15 Willamette River Greenway

Goal 16 Estuarine Resources

Goal 17 Coastal Shorelands

Goal 18 Beaches and Dunes

Goal 19 Ocean Resources

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on lands, resources or facilities related to or regulated by any Statewide Planning Goal 13 through 19 inclusive.

Criterion “6” is met.

(7) Granting the amendment is consistent with the Metropolitan Service District’s Urban Growth Management Functional Plan.4

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on the comprehensive plan changes and related actions, including implementing regulations, required by the Metropolitan Service District’s Urban Growth Management Functional Plan, Title 4 – Industrial and Other Employment Areas.

Criterion “7” is met.

(8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

The proposed text amendments are limited to clarifying and adding sign standards for an existing planning district.

Criterion “8” is met.

(9) Granting the amendment is consistent with the objectives and policies regarding potable water, sanitary sewer, and surface water management pursuant to TDC 12.020, water management issues are adequately addressed during development or redevelopment anticipated to follow the granting of a plan amendment.

The proposed text amendment does not change traffic, water, sewer or surface water objectives and policies.

Criterion “9” is met.

(10) The applicant has entered into a development agreement.

(a) This criterion shall apply only to an amendment specific to property within the Urban Planning Area (UPA), also known as the Planning Area Boundary (PAB), as defined in both the Urban Growth Management Agreement (UGMA) with Clackamas County and the Urban Planning Area Agreement (UPAA) with Washington County.

Staff finds that the proposed text amendment will apply only to sign regulations in the Medical Center planning district and will have no effect on property within the Urban Planning Area.

Criterion “10” is met.



Legacy Meridian Park Medical Center

Proposed Amendments to Sign Code

PTA15-0001

City Council Public Hearing
April 11, 2016



City of Tualatin

Purpose of Tonight's Meeting

- Review draft code and hold a Public Hearing on PTA-15-0001
 - Amend the Tualatin Development Code Chapter 38.230, Signs Permitted in the Medical Center (MC) Planning District to revise allowed sign types and certain sign standards

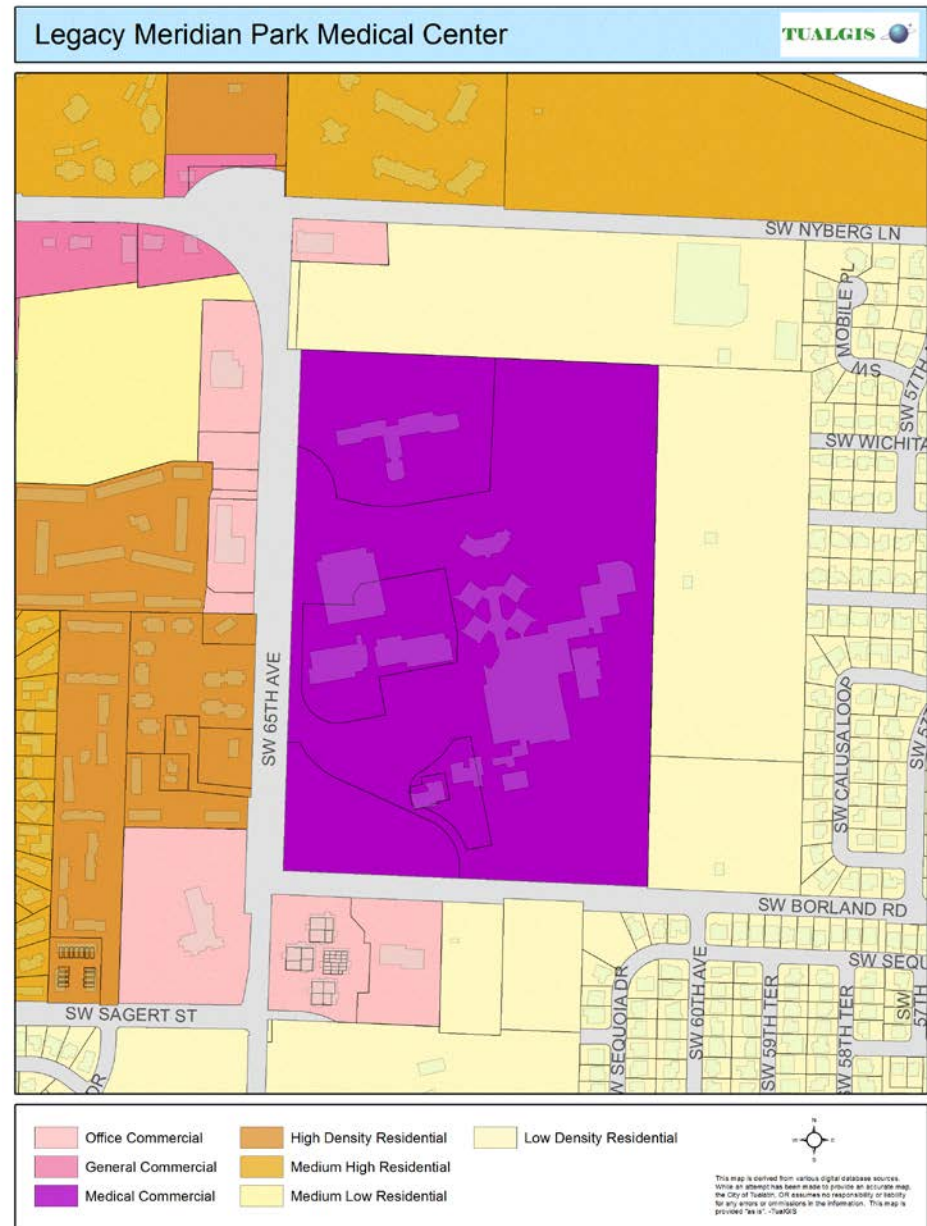
Background

- Introduction to proposed Code Amendment
 - Planning Commission January 2016
 - City Council February 2016
- Planning Commission Recommendation
 - March 2016
- City Council Public Hearing
 - April 11, 2016

Purpose of Application

- Application to amend the sign code for the Medical Center Planning District:
 - Emphasis on clarity and legibility
 - Consistent nomenclature
 - Fewer messages
 - Clear information hierarchy
 - Wayfinding approach based on routes/destination
 - Consistent application of brand element
 - New campus name, “Medical Center”

Medical Center Planning District



Revisions to Proposed Amendments

- Council feedback
 - Concerns with the light impacts to adjacent neighborhoods
 - Concerns with proposed free standing pole signs
- Applicant response
 - Existing code language has standards around brightness and indirect illumination of signs
 - Revised proposed language to remove free standing pole signs

Revisions to Proposed Amendments (cont)

- Planning Commission feedback
 - Remove Campus Sign Master Plan option from proposed language
 - More discussion later in presentation

Current Code

- Sign types allowed today in MC:
 - Monument
 - Wall
 - Hospital Identification



Proposed Amendments

- Amendments would allow:
 - Additional monument signs
 - Additional wall signs



Monument Signs

Property Boundary and Vehicle Entrance

Existing



- Height: 8' max
- Sides: 3 max
- Area: 40 sq ft max
- 1 per motor vehicle access
4 max

Proposed



Property Boundary

- Height: 14' max
- Sides: 4 max
- Sign Face Area: 95 sq ft max
- 1 per property boundary
corner; within 30' of ROW

Vehicle Entrance

- Height: 14' max
- Sides: 4 max
- Sign Face Area: 40 sq ft max
- 1 per motor vehicle access;
within 30' of ROW



Monument Signs: Internal

Existing



- No existing standards

Proposed



Internal Campus:

- Height: 14' max
- Sides: 4 max
- Sign Face Area: 40 sq ft max
- Located more than 30' from ROW
- No restriction on number or location

Wall Signs:

Main Sign and Tenant Sign

Existing



- Height of Sign Face: 8' max
- Height: match the Sign Band
- Sides: 1 max
- Area: 100 sq ft max
- 1 sign per tenant space and 1 Hospital Identification Sign

Proposed



Main Sign:

- Height of Sign Face: 8' max; match sign band
- Sides: 1 max
- Sign Face Area: 100 sq ft
- 1 per building

Tenant Sign:

- Height: 2' max; match sign band
- Sides: 1 max
- Sign Face Area: 32 sq ft
- 1 per tenant space not to exceed 3 walls of each building

Wall Signs: Overhead Canopy Signs

Existing



- No existing standards

Proposed



Overhead Canopy:

- Height of Sign Face: 2' max; no higher than sign band
- Sides: 1 max
- Sign Face Area: 32 sq ft
- 1 per building entry

Removed Campus Sign Master Plan Option

- Intention:
 - A property in the MC Planning District may submit a Campus Sign Master Plan to establish sign standards and locations that deviate from code standards.
- Accomplishes:
 - Avoid future plan text amendments if changes to campus sign programs do not meet code
 - Maintain City oversight and approval process
 - Provide greater flexibility for property owners in the Medical Center Planning District

Planning Commission Feedback

- Question raised by the Planning Commission:
 - What is the review process for a Campus Sign Master Plan?
 - How would the public be able to comment on a Master Plan?
 - Should Planning Commission review and decide on Campus Sign Master Plans?

Planning Commission Recommendation

- Recommend approval of the code amendments as proposed with the exception of the Campus Master Plan Option.
- Bring the Campus Master Plan Option back to discuss the appropriate process and public involvement.
- Staff has recommended that this proposal be incorporated into the overall Development Code update project.

Process & Next Steps

- Public Hearing before City Council
 - April 11, 2016
- If PTA is approved possible Ordinance adoption
 - April 25, 2016



City of Tualatin

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UNOFFICIAL

TUALATIN PLANNING COMMISSION -

MINUTES OF March 17, 2016

TPC MEMBERS PRESENT:

Alan Aplin
Bill Beers
Jeff DeHaan
Angela Demeo
Cameron Grile
Mona St. Clair
Janelle Thompson

STAFF PRESENT

Aquilla Hurd-Ravich
Zoe Monahan
Lynette Sanford

TPC MEMBER ABSENT: None

GUESTS: Mike Hawks, Bob Ingram.

1. CALL TO ORDER AND ROLL CALL:

Alan Aplin, Chair, called the meeting to order at 6:30 pm and reviewed the agenda. Roll call was taken.

2. APPROVAL OF MINUTES:

Mr. Aplin asked for review and approval of the January 21, 2016 TPC minutes.
MOTION by Beers SECONDED by Thompson to approve the minutes as written.
MOTION PASSED 7-0.

3. COMMUNICATION FROM THE PUBLIC (NOT ON THE AGENDA):

None

4. ACTION ITEMS:

A. 2015 Annual Report of the Tualatin Planning Commission

Ms. Hurd-Ravich stated that every year the Planning Commission is required to present an annual report to the City Council that outlines the activities of the Commission. This year it will be presented on April 11, 2016. The report may also include any other matters deemed appropriate by the Commission for recommendation and advice to the Council.

These minutes are not verbatim. The meeting was recorded, and copies of the recording are retained for a period of one year from the date of the meeting and are available upon request.

Ms. Hurd-Ravich noted that this past year, the Planning Commission reviewed and decided on two Plan Text Amendments and two Sign Variances. There were also multiple updates on Basalt Creek. Ms. Hurd-Ravich stated that we are looking for a recommendation to the City Council that they accept the report.

MOTION by Aplin to approve the annual report as written. MOTION PASSED 7-0.

B. Consideration to Amend the Tualatin Development Code Chapter 38.230. Signs Permitted in the Medical Center (MC) Planning District to revise allowed sign types and certain sign standards. Plan Text Amendment 15-0001 is a legislative matter.

Ms. Hurd-Ravich presented the Plan Text Amendment to amend the Tualatin Development Code Chapter 38 Section 230 to allow additional sign types and revise certain sign standards. Legacy Meridian Park Medical Center is the applicant of these proposed changes. Staff is seeking a recommendation from the Planning Commission to the City Council on the draft code language for the proposed amendment. This presentation was presented to City Council at a work session in February.

Ms. Hurd-Ravich stated that the application to amend the sign code for the Medical Center Planning District included:

- Emphasis on clarity and legibility
- Consistent nomenclature
- Fewer messages
- Clear information hierarchy
- Wayfinding approach based on routes/destination
- Consistent application of brand element
- New campus name, "Medical Center"

Ms. Hurd-Ravich noted that Council feedback included concerns with the light impact to adjacent neighborhoods and concerns with proposed free standing pole signs. The applicant response included revising the proposed language to remove free standing pole signs and that the existing code language has standards around brightness and indirect illumination of signs.

Ms. Hurd-Ravich stated that the current code allows monument signs, wall signs, and hospital identification. The proposed amendments would allow additional monument signs, additional wall signs, and a campus sign master plan process. Ms. Hurd-Ravich went through the PowerPoint presentation slides which detailed pictures of the different monument signs, internal signs, wall signs, and canopy signs proposed.

Ms. Hurd-Ravich discussed the campus sign master plan option which would avoid future plan text amendments if changes to campus sign programs do not meet code. This will also maintain City oversight and approval process, and provide greater flexibility for property owners in the Medical Center Planning District.

The next steps in the process are a public hearing before City Council on April 11, 2016 and possible Ordinance adoption on April 25, 2016.

Mr. Beers asked if a citizen had a problem with the master plan process, who would they appeal to. Ms. Hurd-Ravich answered that it would go straight to City Council. Mr. Grile asked if the surrounding property owners have issues with this proposal. Ms. Hurd-Ravich was not aware of concerns, but may there may be concerns brought up at the hearing.

Mike Hawks, a representative from Mayer/Reed, a design firm based in Portland, and Bob Ingram, a Facilities Manager from Legacy Medical Center were in attendance. Mr. Hawks stated that his company has worked with Legacy for many years and has designed the signs for their campus. He mentioned that there were issues with the legibility of the existing signs and since Legacy has gone through a rebranding, the signs need to be updated.

Mr. Hawks presented a PowerPoint presentation that detailed the proposed signs. Mr. Hawks noted that this medical center is also a stroke center, so it's important for signage to be clear and concise to direct people to the emergency room under stressful situations. Mr. DeHaan inquired about the height of the monument signs. Mr. Hawks replied that they are 14 feet in height and they will be placed at the corner of Borland and 65th Ave. Mr. Hawks added that the signs consist of push-through illuminated letters, so only the message is illuminated. The sign faces are opaque, so the concern for excess illumination will not be a problem.

Mr. Hawks shared the slides that detailed the signs at the Legacy Emanuel and Good Samaritan campuses, which will be similar to what is proposed at Legacy Meridian. He stated that the majority of the signs will be replacing existing signs.

Mr. Aplin inquired about height of the signs that abut the subdivision on the east side. Mr. Hawks replied that they are ten feet in height.

Ms. Thompson asked if there is a sign proposed at the entrance after Borland. Mr. Hawks replied that the current entrance is planned to be an exit only, so there is no sign proposed at that location. Ms. Thompson asked about the direction face of the larger sign on 65th & Borland. Mr. Hawks replied that it will be facing south. Mr. Aplin asked if they expected to change the signs within the next ten years. Mr. Hawks replied that he is not foreseeing the need for larger signs than the ones proposed.

Ms. Thompson asked if the rock accents count towards the size of the sign. Ms. Hurd-Ravich replied that the design standards include landscaping and horizontal planes but the stone is not part of the measurement and it can't exceed 90 square feet for the sign face. Mr. Hawks added that they feel it's important to fit into the neighborhood and existing landscaping on campus. Mr. DeHaan stated that he found it difficult to get a sense of scale with the presentation and was concerned the signs will be too large,

even though the proposed design would be an improvement. Mr. Hawks replied that the existing sign including the base is 14 feet, so the new sign will not be any larger and will be slimmer in design.

Mr. Beers asked if they implemented this strategy outside of Emanuel Hospital. Mr. Hawks replied that they are currently working with Good Samaritan, Meridian Park, Mt. Hood and Salmon Creek. Mr. Ingram added that he believes this new signage will be a great improvement in patient flow and wayfinding because the signs will be easier to read. It will also provide consistency with signage throughout the metro area. Mr. Aplin asked if all the property is owned and controlled by Legacy. Mr. Ingram replied that they own all the property including the Brookdale senior extended living facility.

Mr. Grile was concerned about the public being able to comment on an appeal of a master plan that didn't meet code. Mr. DeHaan was concerned that creating a sign variance-like process would be inefficient for the applicant. Mr. Beers suggested taking the master plan piece out and coming back with it later to allow Legacy to move on and the City additional time to consider public comment on a master plan.

Ms. Hurd-Ravich added that if someone were to appeal a sign master plan, the process would have to go through the current sign review process. This process consists of a staff level decision with the final decision being made by the Planning Director. This would mean appeals are not allowed whereas the sign variance process can get appealed to the City Council. Ms. Hurd-Ravich stated that to remedy this, text could be added in the decision making process to include an appeal of the staff level decision. Ms. St. Clair asked if the appeal process to the Director happens often. Ms. Hurd-Ravich responded that there have been no appeals in the past and that the current process works very well. Mr. Beers asked how many sign master plans we currently have in the City. Ms. Hurd-Ravich responded that there are none. Ms. Hurd-Ravich added that an option could be to mirror it after the sign variance process which includes public notice. Mr. Grile noted that following the sign variance process would be a good opportunity for public comment.

MOTION by DeHaan, seconded by Thompson, to approve the Plan Text Amendment with the exception of the Master Plan. MOTION PASSED 7-0.

5. COMMUNICATION FROM CITY STAFF:

A. Capital improvement plan (CIP) Update.

Zoe Monahan, Management Analyst, presented the Capital Improvement Plan (CIP) Update. The CIP is a living document which identifies the anticipated projects for the upcoming year as well as the projects that the City is planning for over the next four years providing a five year plan for the future. The CIP establishes, prioritizes, and ensures funding for projects to improve existing and develop new infrastructure and facilities. The use of a CIP promotes better use of the City's limited resources, reduces costs and assists in the coordination of public and private development. This draft will

go to City Council on March 28th.

Ms. Monahan stated the project categories include facilities equipment, park recreation, technology, transportation, and utilities. CIP priorities include health and safety of residents, coordination (cost savings), regulatory requirements, council goals, master plans, and service delivery. Ms. Monahan added that the funding sources include system development charges, water rates, road maintenance rates, gas taxes, general fund, grants, and donations.

Ms. Monahan went through the slides of the PowerPoint presentation that detailed the specific projects scheduled in each category. The CIP total is \$6,516,000.

The CIP schedule includes the review of the draft CIP with TPARK and the Planning Commission, which will go to City Council on March 28th. Ms. Monahan asked for questions from the Commission members and added that for more detailed questions, they may contact Jeff Fuchs, the City Engineer.

Mr. Beers inquired about the new bridge between 112th & 118th at the south end of town in the industrial area. Ms. Hurd-Ravich responded the bridge is scheduled to continue onto Myslony, near the new Industry Restaurant.

Mr. DeHaan asked if we have a copy of last year's CIP plan. He wanted to call attention to the Herman Road widening that was part of that plan. He is extremely concerned about the safety of this dangerous stretch of road that was never fully developed. In terms of health and safety, Mr. DeHaan believes someone will be seriously injured and feels that this should be a priority before 2021. Ms. Demeo added that she is concerned about the project being held off until 2021 since Herman Road traffic is getting busier. Ms. Hurd-Ravich stated that these comments will be taken to Jeff Fuchs, the City Engineer and Mr. DeHaan is welcome to bring his concerns to the City Council meeting.

Mr. Griles raised concern about the price of the traffic signal scheduled for 65th & Sagert Street. Mr. Beers asked about the I-5 South off-ramp guard rail and the discrepancy regarding it being moved or removed. Ms. Monahan said she will look into it and get back to him get back with him regarding the right wording.

Ms. Demeo asked if the City Facilities study is included in this report. Ms. Monahan stated that it is a separate project and not part of the CIP. Ms. Hurd-Ravich added that there could be a proposed bond measure that would fund the new City Hall.

6. FUTURE ACTION ITEMS

Ms. Hurd-Ravich stated that we are lacking agenda items for the April 21, 2016 meeting, but that could change. There is a Basalt Open House scheduled for April 28th at the Juanita Pohl Center that the Commission members may want to attend.

7. ANNOUNCEMENTS/PLANNING COMMISSION COMMUNICATION

Mr. Beers stated that he will be unable to attend the May meeting.

Mr. DeHaan mentioned that he will be unable to attend the April meeting because he will be visiting his son in the Peace Corp. Mayor Lou Ogden provided photographs of Tualatin's history that Mr. DeHaan will take to the Mayor of a town in the Philippines.

Mr. Aplin inquired about recent development activity in the City. Ms. Hurd-Ravich responded that there has been a lot of activity, mainly in the industrial side. The residential areas are generally built out aside from the new Sagert Farms subdivision – which will be 80 lots. There have been a few applications recently for lot partitions. The City recently approved an architectural review for a new building near Suburban Door on Herman Rd. A company called Brew Dr. Kombucha is moving in a building off Myslony.

Ms. Hurd-Ravich added that there has been an annexation request for a piece of unincorporated property near Pacific Drive/99W. The developer wanted to develop a gas station and convenience store. However, the nearby property owners were against this proposal, so the developer has removed the gas station piece.

Ms. Hurd-Ravich noted that there was a Neighborhood Developer meeting for the RV Park of Portland to develop an apartment complex on the site. A piece of the property has a commercial zone, so there will be a Plan Map Amendment coming before the Commission members.

Mr. DeHaan inquired about the Riverhouse property off Boones Ferry Rd. Ms. Hurd-Ravich responded that there has been interest, but no application submitted. Mr. DeHaan asked about the bridge closure near the property. Ms. Hurd-Ravich responded that the bridge was washed out and could be replaced. They have been working with our Engineering department regarding this.

Mr. Beers asked about the last pad near Cabela's. Ms. Hurd-Ravich responded that Cracker Barrel will go into the space north of Red Robin.

8. ADJOURNMENT

MOTION by Aplin to adjourn the meeting at 8:03 pm.

_____ Lynette Sanford, Office Coordinator