TUALATIN CITY COUNCIL MEETING

Monday, September 28, 2026

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

Mayor Frank Bubenik
Council President Valerie Pratt
Councilor Maria Reyes *Councilor Bridget Brooks*
Councilor Christen Sacco *Councilor Cyndy Hillier*
Councilor Octavio Gonzalez

To the extent possible, the public is encouraged to watch the meeting live on local cable channel 28, or on the City's website.

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, September 28. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so: either by speaking in person or entering the meeting using the zoom link and writing your name in chat. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 892 1345 4496

Password: 18880

Link: https://us02web.zoom.us/j/89213454496

Work Session

1. ***5:00 p.m. (40 min) Transportation Project Prioritization Overview.*** Staff and a consultant will provide an overview of a system developed to prioritize transportation projects for future design and construction. Next steps will be to consider the highest-scoring projects and City priorities and match projects to available funding sources in developing the Capital Improvement Program (CIP) and identify projects for which to pursue outside funding.

2. ***5:40 p.m. (30 min) Memorandum of Understanding with Washington County Cooperative Library Service (WCCLS).*** Staff will review and discuss the draft MOU with WCCLS that will guide the formation and implementation of the centralized collections project.

3. ***6:10 p.m. (20 min) City Council Compensation Discussion.*** During the Council deliberations for the Fiscal Year 2026-2027 budget adoption, questions were raised about the current level of

compensation for the Mayor and Council members. Staff has researched the history of the current compensation, as well as what other entities provide for council compensation. Staff will provide an update on their findings for discussion by the City Council.

4. ***6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.*** Council will review the agenda for the September 28th City Council meeting, hear a report from the City Manager, and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Proclamation Declaring October as Domestic Violence Awareness Month in the City of Tualatin

2. Proclamation Declaring October 1-8, 2026, as Week Without Driving in the City of Tualatin

Public Comment

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.

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.

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of September 14, 2026

2. Consideration of Approval of a New Liquor License Application for Game Show Battle Rooms

3. Consideration of **Resolution No. 5998-26** Authorizing the City Manager to Execute a Reinstatement Agreement with the Oregon Department of Energy, Accepting Energy Efficiency Community Development Block Grant Funds for the Purchase of Electric Vehicles

Special Reports

1. Water Transmission Line Leak Debrief

Public Hearings - *Legislative or Other*

1. Consideration of **Ordinance No. 1461-26** Amending the Tualatin Development Code (TDC) Related to Food Cart and Food Cart Pod Regulations Under PTA 26-0002

General Business

If you wish to speak on a general business item please fill out a Speaker Request Form and you will be called forward during the appropriate item. 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.

1. Consideration of **Ordinance No.1462-26** Amending the Tualatin Municipal Code (TMC) Title 9-10 Regulations Applicable to Pushcart Regulations

2. Consideration of **Resolution No. 5997-26** Authorizing The City Manager To Execute An Intergovernmental Agreement With the Cities Of Lake Oswego, Sherwood, and West Linn Regarding Sharing of Costs for a Sub-Regional Transit Service Study

3. Consideration of **Ordinance No. 1459-26** Adjusting the Building Division Fee Schedule

4. Consideration of **Ordinance No. 1560-26** Granting a Non-Exclusive Cable Franchise to Comcast of Oregon II, Inc.

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.

Council Communications

Adjournment

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at www.tualatinoregon.gov/citycouncil.

Tualatin City Council meets are broadcast live, and recorded, by Tualatin Valley Community Television (TVCTV) Government Access Programming. For more information, contact TVCTV at 503.629.8534 or visit www.tvctv.org/tualatin.

In compliance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. To request accommodations, please contact the City Manager's Office at 503.691.3011 36 hours in advance of the meeting.

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer

Aquilla Hurd-Ravich, Community Development Director

DATE: September 28, 2026

SUBJECT:
Transportation Project Prioritization Overview

EXECUTIVE SUMMARY:
Staff and a consultant will provide an overview of a system developed to prioritize transportation projects for future design and construction. The system includes a technical evaluation of the potential benefit of each project to the community in areas such as network completion, safety, congestion and emission reduction, and infrastructure needed for developing areas of the City. Next steps would be to consider the highest-scoring projects and City priorities and match projects to available funding sources in developing the Capital Improvement Program (CIP), and identify projects for which to pursue outside funding.

At the conclusion of the Transportation System Plan (TSP), the next step identified was to prioritize the projects identified in the TSP. The Council identified prioritizing transportation projects and funding; coordinating with partners as one of the actions in their 2026 priorities. This prioritization project partially fulfills that action. Staff will use this list to inform the development of our CIP and we can use it to target funding sources for new projects.

There is no action required of Council at this time. The item before you is for information purposes, asking questions, and providing staff with any feedback you have on the project prioritization methodology or priorities.

ATTACHMENTS:

-Powerpoint
-Project Prioritization Overview
-Project Prioritization Framework and Guidance
-Tiered List of Projects

CITY of TUALATIN

Transportation Project Prioritization Framework

September 28, 2026

Agenda

- Project Purpose
- Background & Methods
- Technical Evaluation
- Results
- How we'll use this

CITY of TUALATIN

Project Purpose

Support City Council's 2026 goals for transportation.

How do we prioritize transportation projects for funding and inclusion in the annual CIP?



Background & Methods

- Start from the work in the 2045 TSP (Adopted in 2025)
- This work is intended to be a technical evaluation of projects.
- Projects scored on how well they meet the following criteria.
- Projects are then listed in 'tiers' based on technical score
- Phase 2 would be to match projects to funding opportunities and assess feasibility for near-term implementation

Technical Evaluation

Network Completion

- Creates or enhances non-auto connections
- Improves connections to schools and key destinations
- Adds a new street connection
- Reduces pedestrian barriers



Technical Evaluation

Congestion and Emission Reductions

- Addresses vehicle bottlenecks
- Includes efficiency measures that don't add roadway capacity
- Reduces impact of greenhouse gases



Technical Evaluation

Safety

- Addresses a location with a history of collisions AND includes a proven treatment to potentially reduce collisions
- Addresses a location with a history of speeding
- Reduces pedestrian or bicycle level of traffic stress
- Adds a crossing where there are long blocks

Technical Evaluation

Critical Infrastructure

- Builds new transportation infrastructure to support developing areas of the city



Project Tiering Results

Name	Project Number	Description	Mode	Tiers
Tualatin River Greenway Trail to Hedges Creek Trail East-West Connection	AT32	Construct new shared-use path connections along the Tualatin River Trail alignment from the Tualatin River Trail across or under Martinazzi and/or Boones Ferry Rd across existing and new park property to the Tualatin River Trail north and west of the Juanita Pohl Center.	Trail	Tier 1
Tualatin-Sherwood Road and Boones Ferry Road and Portland & Western Railroad	CS1	[Bigger Project] Grade-Separate Tualatin-Sherwood Road from the railroad and/or Boones Ferry Road to eliminate the at-grade rail crossing and improve traffic flow, safety, and walking and cycling in this area. This would include one road and/or the railroad bridging over or tunneling under the other road and/or railroad. This could be revised to [Smaller Project] additional turn lanes and/or through lanes and improvements for walking and cycling to improve flow and safety at this intersection.	Roadway	Tier 1
65th and Sagert/65th and Borland	CS13	Implement the outcomes of the conceptual design which will likely include additional turn lanes and/or access changes to improve traffic flow and safety.	Roadway	Tier 1
Nyberg Creek Trail	AT19	Construct a new shared-use path under I-5, connecting 65th Ave in the east to Martinazzi Ave in the west with a spur on the west side of I-5 connecting north to Nyberg St. Include a crossing at 65th Ave.	Trail	Tier 1
Sagert St Sidewalk Project 11	AT84	Construct pedestrian cyclist bridge along existing bridge to infill 1626 ft of sidewalk gaps along Sagert St between Martinazzi Ave and 72nd Ave.	Sidewalk	Tier 1
Teton Ave and SW Tualatin-Sherwood Rd	CS12	Intersection improvements such as additional turn lanes (such as adding a right and second left turn lane for southbound traffic and a westbound right) and improvements for cyclists and pedestrians.	Roadway	Tier 1
Borland Rd from 65th Ave to Tualatin city limits	CS6	Upgrade SW Borland Road to urban roadway standards, includes new pedestrian crossing at Saum Creek Greenway Trail, sidewalks, and upgrade existing bike facilities along these extents to facilities with more cyclist separation from traffic. No new vehicle lanes are anticipated.	Roadway	Tier 1

Project Tiering Results

Name	Project Number	Description	Mode	Tiers
Boones-Ferry Road & Tualatin High School Area	CS8	Improvements for traffic safety and flow in the Boones Ferry Road / Tualatin High School area, including intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Roadway	Tier 2
Martinazzi Ave and Boones Ferry Rd	AT69	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Saum Creek Greenway Trail	AT26	Construct a new shared-use path extension of the Saum Creek Greenway Trail from Atfalati Park to the I-205 Trail. Include a new crossing at 65th Ave. Construct a spur to the west connecting to the existing Saum Creek Greenway Trails.	Trail	Tier 2
Sagert St and Boones Ferry Rd	AT76	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Pacific Hwy Sidewalk Project	AT47	Install 8 ft sidewalks along Pacific Hwy between Cipole Rd and Pacific Dr.	Sidewalk	Tier 2
72nd Ave Sidewalk Project	AT51	Install 6 ft sidewalks along 72nd Ave between Wasco Ct and Sagert St.	Sidewalk	Tier 2
Nyberg St and Tualatin Sherwood Rd	AT75	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Martinazzi Ave and Tualatin Sherwood Rd	AT72	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
95th Ave and Tualatin Sherwood Rd	AT83	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
108th Ave/ Jurgens Park Area Bridge	AT30	Construct a new bicycle and pedestrian bridge across the Tualatin River in the 108th Ave / Jurgens Park area, connecting the Tualatin River Greenway on the north and south sides of the river.	Trail	Tier 2
Southeast Tualatin Low Traffic Biking Streets	AT3	Designate mapped street(s) as a Low Traffic Biking Streets and provide elements facilitating cycling (extents shown on project map).	Bicycle	Tier 2

Project Tiering Results

Name	Project Number	Description	Mode	Tiers
I-5 Trail (Sagert to Blake)	AT16 - Lower Boones	Construct a new shared-use path on the west side of I-5 from Blake St. to Sagert St. Construct new roadway crossings for trail users at Sagert St.	Trail	Tier 3
I-5 Trail (Nyberg to Sagert)	AT16 - Nyberg	Construct a new shared-use path on the west side of I-5 from Sagert St to Nyberg St. Construct new roadway crossings for trail users at Nyberg St.	Trail	Tier 3
I-5 Trail (Lower Boones to Nyberg)	AT16 - Sagert	Construct a new shared-use path on the west side of I-5 Lower Boones Ferry Rd to Nyberg St. Ensure the path connects with the Nyberg Creek Trail (#3).	Trail	Tier 3
Tualatin Rd and Sweek Dr	AT78	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Martinazzi Ave and Seneca St	AT71	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Leveton Dr Sidewalk Project	AT46	Install 6 ft sidewalks to infill 654 ft of sidewalk gaps along Leveton Dr between 124th Ave and 126th Ave.	Sidewalk	Tier 3
Southwest Tualatin Low Traffic-Biking Streets	AT85	Widen sidewalks into multi-use paths along SW Teton Avenue between Tualatin-Sherwood Road and Herman Rd.	Sidewalk	Tier 3
Ibach St Sidewalk Project	AT42	Install 6 ft sidewalks to infill 190 ft of sidewalk gaps along Ibach St between 103rd St and Hedges Dr.	Sidewalk	Tier 3
Boones Ferry Rd and Iowa Dr	CS18	Intersection Improvements, including a possible signal or roundabout and elements to facilitate bicycle and pedestrian crossings.	Crossing	Tier 3
65th Ave and Nyberg Creek Trail	AT57	Install new crossing with intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Nyberg Ln and 65th Ave Trail	AT82	Install new crossing with treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3

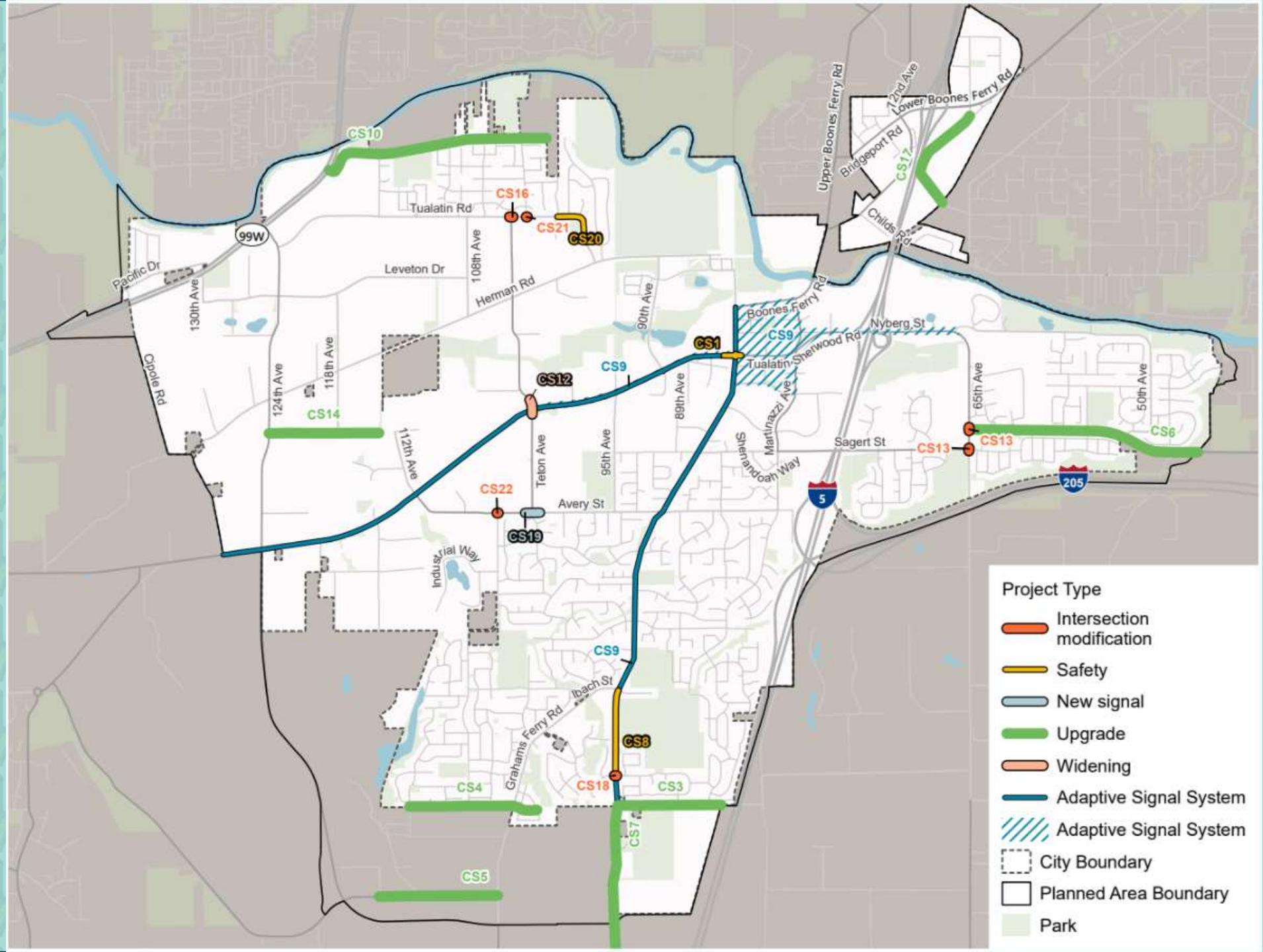
How we'll use this

Based on These Technical Scores

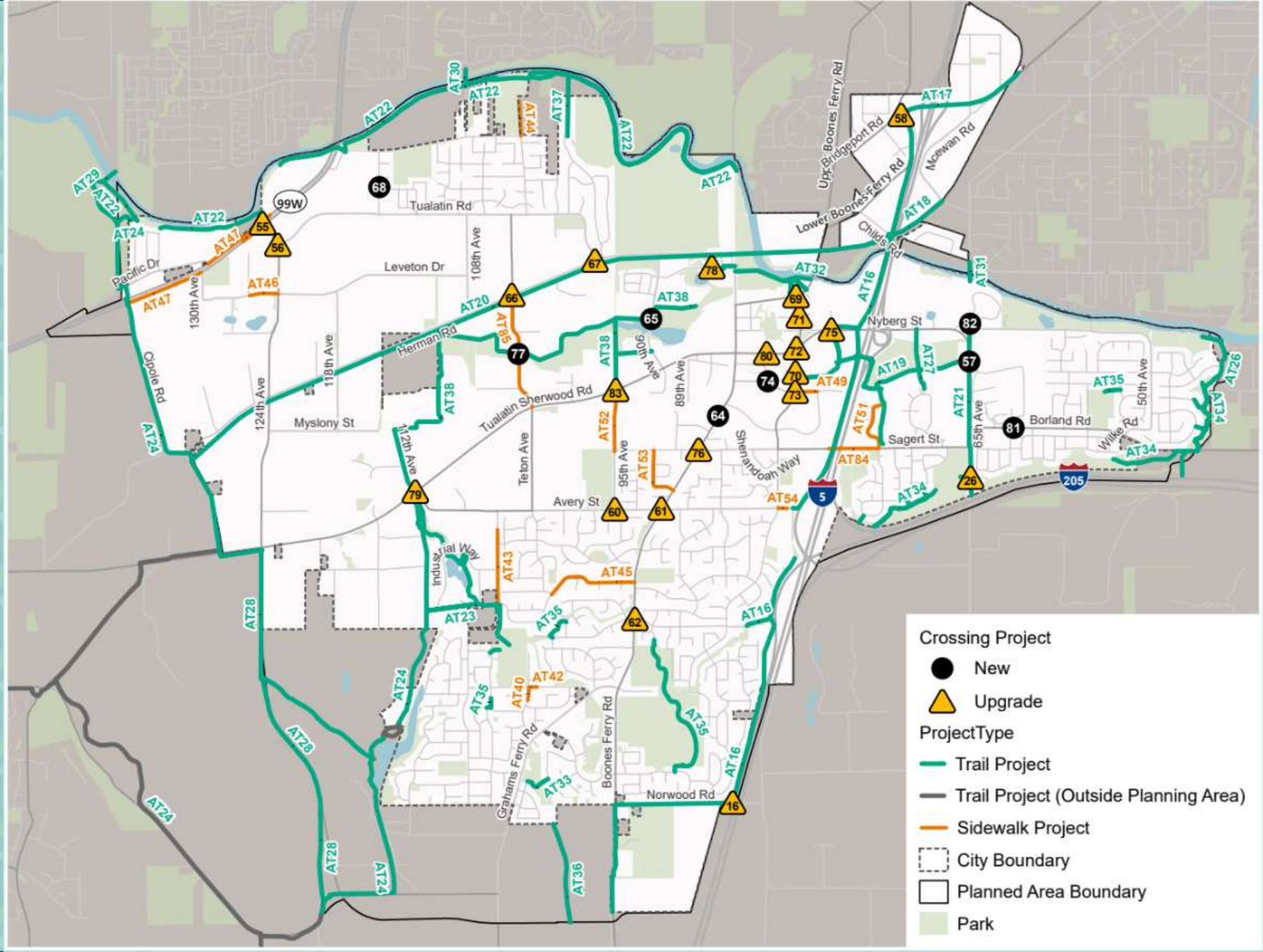
- Consider City Priorities and Match Projects to Funding Sources to Build Capital Improvement Plan
  - Highway Trust Fund (Gas Tax)
  - Transportation Development Tax (TDT)
  - Parks/Trails, Urban Renewal, Other City Funds
  - Outside Funding
    - Major Streets Transportation Improvement Program (MSTIP)
    - Community Development Block Grant (CDBG)
    - Federal (For Larger Projects)
    - Other Funding Sources



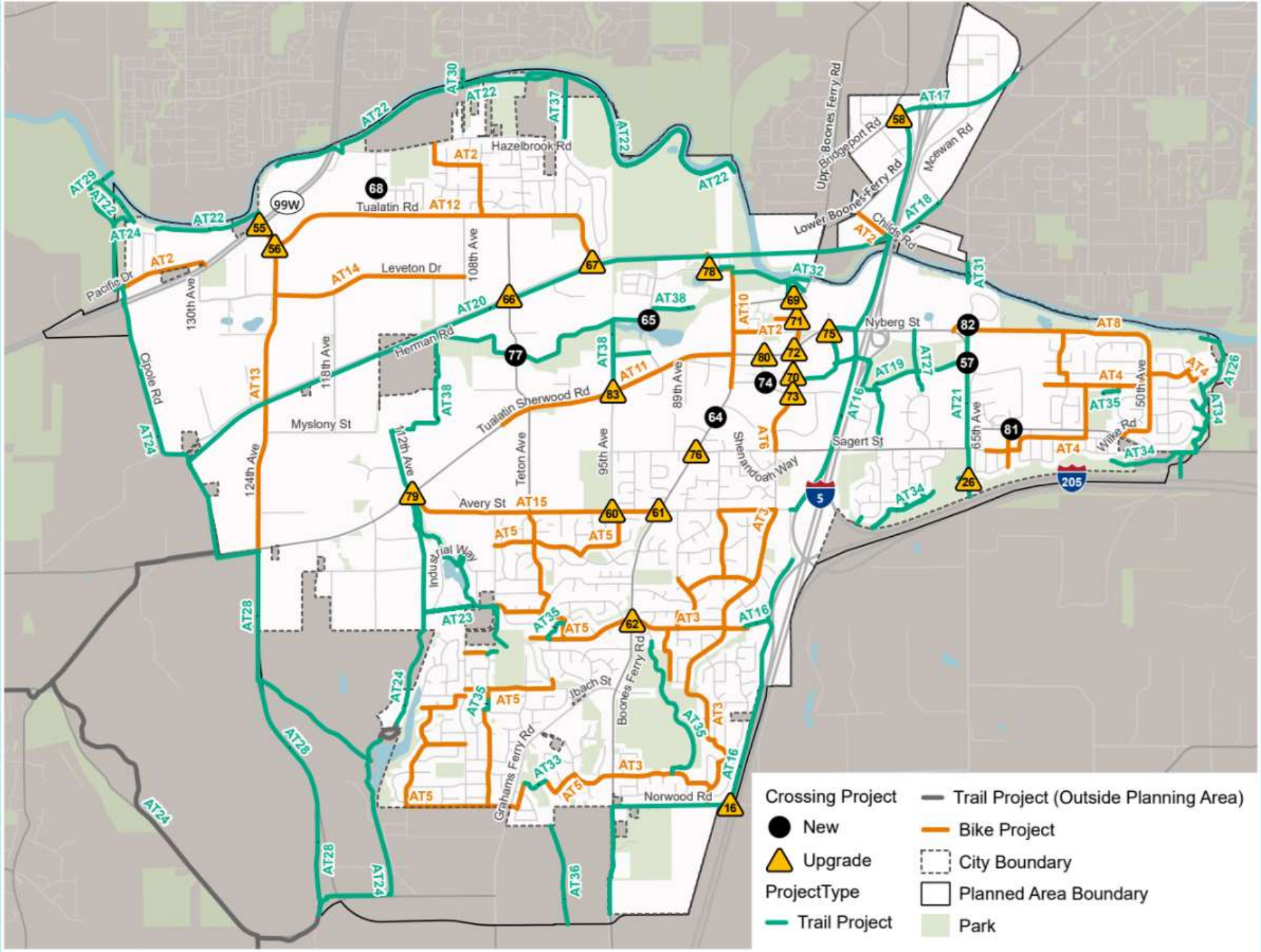
CITY of TUALATIN



COMPLETE STREETS PROJECTS



ACTIVE TRANSPORTATION PROJECTS



ACTIVE TRANSPORTATION PROJECTS

Tualatin Project Prioritization

The City of Tualatin has been updating the transportation project prioritization framework first created during the 2045 Transportation System Plan (TSP) process. The intent of this work was to create a practical, repeatable method the City can use to evaluate 2045 TSP projects and support the construction of 6-year Capital Improvement Program on a yearly basis. Feedback provided by the City led to refinements related to greenhouse gas reduction, destination-based scoring, project feasibility, and clearer scoring documentation.

This framework is intended to be **transparent, data-informed, and easy to maintain**. This process uses available technical data where it is available, while also implementing avenues to insert professional and staff judgment where quantitative data alone cannot evaluate project need, implementation feasibility, and overall fit with City priorities. This framework is intended to be applied consistently over time with opportunities to be refined as project types, funding conditions, and City priorities evolve.

Projects from the TSP were evaluated based on the following:

- Creates or enhances a non-motorized connection or amenity
- Improves connections to schools and other amenities
- Adds a new street connection
- Reduces a major pedestrian barrier such as a major roadway or waterway
- Addresses a vehicular bottleneck
- Includes a solution that improves vehicular movement without widening roadways
- Reduces greenhouse gas impacts
- Is a location with a history of collisions and the project applies a proven safety treatment
- Is a location with a history of speeding
- Improves bicycle or pedestrian comfort
- Reduces the space between pedestrian crossings
- Builds new transportation infrastructure to support developing areas of the city like Basalt Creek

Attached are the projects ranked based on their ability to meet multiple criteria. What is not included in this process is an evaluation of the financial feasibility or the public and Council support for a project. That evaluation would be a separate consideration outside of this technical screening and would be undertaken as new projects are suggested for inclusion on the City's 6-year Capital Improvement Program.

Fehr & Peers

Memo

Date: September 8th, 2026

To: City of Tualatin

From: Briana Calhoun and Ash Avila, Fehr and Peers

Subject: Updated Project Prioritization Framework and Guidance

---

Purpose and Overall Approach

This memo documents the approach for updating the City of Tualatin's transportation project prioritization framework. This process incorporates feedback provided by the Project Management Team throughout the course of the project and by City of Tualatin Staff during a June 2026 workshop and/or email correspondence following the workshop. The intent of this project is to create a practical, repeatable method the City can use to evaluate 2045 TSP projects and support the construction of 6-year CIPs on a yearly basis. Feedback provided by the City led to refinements related to greenhouse gas reduction, destination-based scoring, project feasibility, and clearer scoring documentation. This framework is intended to be applied consistently over time with opportunities to be refined as project types, funding conditions, and City priorities evolve.

This framework is intended to be transparent, data-informed, and easy to maintain. This process uses available technical data where it is available, while also implementing avenues to insert professional and staff judgment where quantitative data alone cannot evaluate project need, implementation feasibility, and overall fit with City priorities.

This framework is intended to:

- Reflect current City priorities and needs
- Provide a technical, transparent evaluation process
- Be replicable for annual or biennial updates, including use by future staff

Key Resources and Inputs

The framework builds on materials the City and project team already use, including the existing TSP project list, prior prioritization work, available GIS data, and working project documentation. These inputs position this framework within existing City policy, available technical information, and the implementation process.

Key resources and inputs include:

- Existing TSP prioritization criteria and project lists
- GIS datasets (crash data, project locations, network conditions)
- Working materials developed during the project, including workshop notes, email comments, review comments, and supporting technical documentation

Methodology

The prioritization framework is being developed so each part of the process can be reviewed, tested, and refined before it is applied to the full TSP project list. The methodology was initially laid out as follows:

1. **Confirm framework purpose and evaluation structure.** The first step was to confirm what decisions the framework is intended to support, how the results will be used in the CIP process, and what level of detail is appropriate for scoring. This step included reviewing the existing prioritization approach used during the 2045 TSP process, identifying gaps, and establishing a clear structure for the updated method.
2. **Refine prioritization criteria.** The next step was to develop a focused set of evaluation criteria that align with City goals and could be applied consistently across projects. This included simplifying the existing set of measures and refining our criteria based on Tualatin City staff input.
3. **Assemble data and supporting technical tools.** Once the criteria were defined, the next step was to organize the data needed to support scoring. This included compiling GIS layers, project attributes, and safety data sources that are transparent, replicable, and practical for future updates.
4. **Develop the scoring method.** The scoring approach was intended to be clear enough for consistent use, but flexible enough to reflect differences across project types. This step included defining the scoring scale, preparing guidance for each criterion, clarifying scoring assumptions, incorporating former bonus items into the core scoring structure, considering how cost and weighting should be handled, and testing the draft framework on a representative set of projects to confirm that the results are reasonable and understandable. A separate feasibility and timeline review phase will be used after the quantitative scoring to help staff consider funding readiness, implementation complexity, and delivery timing without changing the technical score.
5. **Framework Calibration and Staff Review.** The project team and City staff held a workshop in June 2026 to discuss the overall framework and scoring results. This meeting provided new refinements, which included expanding '1A) Bike/Ped/Trail/Transit Connection or Amenity' to better capture destination access; adding a simple greenhouse gas reduction criterion; adjusting the scoring structure emphasizing priority topics such as safety, connectivity, bottlenecks, and climate; and balancing quantitative inputs with structured professional judgment where needed.
6. **Apply, review, and document the framework.** After calibration, the framework was applied to the full project list once again and reviewed with City staff to confirm that the results align with expectations, funding realities, and implementation needs. The final step is to document the

methodology, scoring guidance, and update process so the framework functions as a usable handbook for future CIP cycles.

Key Data Inputs

Project List and Descriptions

The TSP project list provided a foundation for providing project prioritization scores. From the 2045 TSP, key fields included:

- Project Name
- Project Description
- Project Mode
- Initial Prioritization Score
- Project Cost
- Initial GIS mapping

Crash Modification Factors

Crash Modification Factors (CMFs) are a way to quantitatively measure the expected change in crash frequency based on the implementation of a transportation countermeasure. These measures are pulled from research studies in national reference databases. The CMFs are each associated with their own metadata, which include facility type, crash type, and quality rating. CMFs are expressed in factors relative to existing conditions:

- A value less than 1.0 means a reduction in expected crashes
- A value greater than 1.0 means a potential increase in crashes.

For this project, CMFs acted as a screening tool to increase the prioritization's process emphasis on safety and project implementation impacts. The CMFs were used to assess relative safety benefits of each project proposed by the City of Tualatin in the 2045 TSP.

We matched general CMF categories to the available City of Tualatin project descriptions and used the corresponding CMF (or CMG group) which best matched the description. This was initially screened using a Python-based workflow to narrow down the possibilities, given the CMF Clearinghouse contains a growing database with over 7,000 individual CMF records reporting on countermeasure type, area type, and more. This allowed the team to automatically screen and match TSP projects to potential CMFs, increase the ease of matching a project with a CMF and pull a respective CMF score for each project. CMF research was initially filtered to remove low star quality data points. Identified CMFs were grouped into clusters based on similarity to combine related countermeasures and reduce redundancy in the results. Scores that went above a 1.0 CMF were screened further where appropriate to identify CMF scores that more closely matched the conditions of the TSP project to the conditions of other research papers within that group.

Crash Data

Crash data was obtained from the ODOT crash database and processed in GIS. The dataset includes detailed crash-level information, such as:

- Location (mapped using XY coordinates)
- Severity (e.g., fatal, serious injury, minor injury)
- Mode (e.g., pedestrian, bicycle)

The crash data was spatially joined to project locations (within a 1-mile buffer) to identify clusters of crashes and assign counts of total crashes, total injuries, bicycle crashes, pedestrian crashes, and total fatalities to a project area.

Additional GIS Data

This project also relied on geographic boundaries for the City's key developing areas, including the CORA area and the Basalt Creek planning area. GIS mapping for the projects during the 2045 TSP was used to understand the locations of projects. The mapped projects were then cross-referenced to highlight which projects intersected with a developing area. These were then manually reviewed to understand the impact of the overall project on connectivity.

Scoring Guidance by Category

1A. Bike/Ped/Trail/Transit Connection or Amenity

Overview: Use the project's description, project mode, GIS mapping, and existing network information to determine whether the project enhances an existing bike, pedestrian, trail, transit connection or amenity or creates a new connection.

Scoring Scale:

0: **No enhancements** to an existing bike, pedestrian, trail, transit connection or amenity and **no new connections**

1: **Enhancing** an **existing** connection or amenity

2: **Creating** a **new** connection or amenity. Apply this criterion to projects that directly improve multimodal access, connectivity, or comfort.

1B. Improves a key walk/bike-to-school route or additional amenity

Overview: Through the project description and a GIS overlay of project locations + key destinations, review whether the project improves access to key destinations, including schools, parks, grocery stores, downtown, transit hubs, civic/community facilities, and other daily needs destinations. Use a .5-mile buffer and 1-mile radius buffer around the amenity and include intersecting projects.

Using "Points of Interest" provided in the 2045 Transportation System Plan update GIS mapping, use a scoring that ranges from 0-2 scored based on strength of connection + location or varying buffer distance. These points include:

1. Affordable Housing

2. Commercial Centers
- City Hall
- Community Centers
- Fire Stations
- Hospital
- Library
- Schools

Document the destinations served, whether the project creates or enhances a connection, and any GIS or network source used to support the score.

Scoring Scale:

0: **No** improvement to connection

1: **Light** improvement to connection (1-mile buffer or enhances connection)

2: **Strong** improvement to connection and/or improved school access (.5 mile buffer, provides a new connection, or is on a key walk/bike to school route)

1C. New Street Connection

Overview: Use the project description and GIS mapping to determine whether the project adds a new street connection. Confirm whether the connection creates a new link in the street network rather than only modifying an existing facility.

Score only projects that create a new street connection. Do not score projects that only improve an existing street unless they add a new through connection or meaningful network link. Document the new street segment, connection points, and basis for determining that it adds a new network connection.

Scoring Scale:

0: **No new** street connection

1: **New** street connection

1D. Major Pedestrian Barrier Reduction

Overview: Use the GIS map to display project location and barriers to determine whether the project reduces a major pedestrian barrier. Barriers include but are not limited to I-5, Tualatin-Sherwood Road, railroad tracks, the Tualatin River, other arterials, or creek crossings. Consider whether the project enhances an existing crossing or creates a new crossing.

Scoring Scale:

0: **No effect** on pedestrian connectivity

1: **Enhances** existing connection across/around a major barrier

2: **Creates** a new connection across/around a major barrier

1E. Network Completion

Overview: Use the GIS map to display project location and barriers to determine whether the project reduces a major pedestrian barrier. Barriers include but are not limited to I-5, Tualatin-Sherwood Road, railroad tracks, the Tualatin River, other arterials, or creek crossings. Consider whether the project enhances an existing crossing or creates a new crossing.

Former citywide and regional bonus language should be incorporated into this category or a related network-connectivity criterion. Citywide connections should improve access across a substantial portion of Tualatin. Regional connections should serve multiple jurisdictions or connect to regionally significant facilities. Document the barrier addressed, whether the project creates or enhances a connection, and whether the connection has citywide or regional significance.

Scoring Scale:

0: **No effect** on pedestrian connectivity

1: **Creates** a new citywide pedestrian connection

2: **Creates** a new regional pedestrian connection

2A. Vehicular Bottleneck / Congestion Reduction

Overview: Use existing and future LOS deficiency information, volume-to-capacity information, project descriptions, and intersection or arterial data to determine whether the project addresses a recurring bottleneck or constrained arterial/intersection.

Use staff judgment where LOS or volume-to-capacity data are incomplete. Document the bottleneck location, LOS or volume/capacity issue, arterial or intersection affected, and rationale for the 1–6 score. Higher scores in this category indicate effects of this congestion on the community such as vehicle queues extending through crosswalks and intersections, diversion of traffic into neighborhoods, economic impacts, etc.

Score as 0 for none or 1–6 based on the scale of the problem and expected effectiveness of the treatment. This category should focus on congestion and vehicular operations. If a separate greenhouse gas reduction criterion is added, avoid double-counting emissions benefits under this category.

Scoring Scale:

0: **No effect** on vehicular bottleneck

1-3: **Moderate** impact on vehicular bottlenecks, such as a small improvement project

4-6: **Moderate** impact on vehicular bottlenecks, such as a large improvement project

2B. TDM / TSMO / ITS Solutions

Overview: Use the project scope and description to determine whether the project provides non-construction solutions that make more efficient use of the existing built infrastructure. These non-construction solutions can include transportation demand management (TDM), transportation system management and operations (TSMO), or intelligent transportation system (ITS) elements. Consider whether TDM and TSMO/ITS should remain combined or be evaluated separately in future updates. Score only when these elements are specifically included in the project scope or can reasonably be confirmed through staff review. Document the TDM, TSMO, or ITS element included and the source used to confirm it.

Score as 0 for none and 2 when included.

Scoring Scale:

0: **No** TDM/TSMO/ITS

2: **Includes** TDM/TSMO/ITS

2C. Greenhouse Gas Reduction

Overview: Use project mode, project description, expected mode shift potential, Vehicle-Miles Traveled (VMT) reduction potential, and relationship to Climate Action Plan goals to determine whether the project is likely to reduce transportation emissions. Projects that improve walking, biking, transit, or shorter trip access generally have stronger potential Greenhouse Gas (GHG) reduction benefits than projects that primarily expand auto capacity.

This will not require detailed emissions modeling unless a future methodology is developed. Avoid double-counting congestion benefits from Criterion 2A unless the project also provides meaningful mode shift or VMT reduction potential. Document the expected GHG benefit, supporting rationale, relevant mode shift/VMT assumptions, and Climate Action Plan connection.

Scoring Scale:

0: **None or limited** GHG reduction benefit

1: **Low or indirect** GHG reduction benefit

2: **Moderate** GHG reduction benefit

3: **High** GHG reduction benefit

3A. Safety / Crash History and Crash Modification Factor Treatment

Overview: Use ODOT crash data, spatial crash summaries, project location buffers, and Crash Modification Factor (CMF) screening results. Score the crash history component based on injury, fatal/serious injury, and bike/ped crash patterns, then combine with the CMF component based on the expected safety benefit of the proposed treatment.

Document crash count, crash severity, bike/ped crash involvement, buffer or spatial method, CMF match, CMF value/range, and rationale for the final score.

Scoring Scale:

Crash History

0: **No crash history**

1: **Up to three** injury-only collisions or one bike/ped collision

2: **One fatal/severe injury** collision and/or **two or more** bike/ped collisions

3: **Multiple** f**atal/severe injury** collisions or 10 or more injury collisions

Crash Modification Factors (CMF)

1: **Small** CMF, 20% crash reduction or less (CMF≥ 0.7

2: **Moderate** CMF, **20% to 70%** crash reduction (0.3 > CMF< 0.7)

3: **High** CMF, **70%** crash reduction or higher (CMF≤ 0.3)

3B. Speeding / Safety Concern

Overview: Use available speed data to identify locations where the measured 85th percentile speed is at least 5 mph over the posted speed. Apply this criterion where speeding is documented and the project includes a treatment that could address the concern.

Score as 0 for none and 2 when included. Document posted speed, measured 85th percentile speed, data source, and project treatment expected to address speeding.

Scoring Scale:

0: 85th percentile speed is less than 5 mph over posted speed

2: 85th percentile speed is 5 or more mph over posted speed

3C. Pedestrian Level of Traffic Stress (PLTS) / Bike Level of Traffic Stress (BLTS) / Crossing Spacing

Overview: Use pedestrian level of traffic stress, bicycle level of traffic stress, crossing spacing, roadway characteristics, and network gap data if selected for future scoring. Use a combined BLTS + PLTS scoring to identify current conditions and expected changes. Add the BLTS and PLTS scores together, then score based on the resulting change. Use a .1-mile buffer for crossings to match to intersecting PLTS/BLTS roadways that may be slightly offset.

Scoring Scale:

0: Project is not anticipated to modify BLTS/PLTS

1: Project will have a minor impact on BLTS/PLTS

2: Project will have a large impact on BLTS/PLTS

4A. Developing Areas / Critical Infrastructure

Overview: Use GIS mapping for Basalt Creek, CORA, and other developing areas, along with project descriptions and staff review, to determine whether the project builds new transportation infrastructure that supports planned development or critical future connectivity.

Score subjectively from 0–6 based on the value of the new connection or improvement to developing areas of the City. Apply staff judgment to determine the relative value of the project to developing areas. Consider whether the project unlocks development potential, fills a key network gap, supports multimodal access, or provides critical infrastructure needed for future growth. Document the

developing area served, project relationship to planned growth, basis for the 0–6 score, and any staff judgment applied.

Scoring Scale:

0:	Project **is not located** in an identified developing area (Basalt Creek, CORA)
1-3	Project **is located** in an identified developing area (Basalt Creek, CORA) and **enhances** existing critical infrastructure
4-6:	Project **is located** in an identified developing area (Basalt Creek, CORA) and **creates** new critical infrastructure or provides capacity/connection necessary for area to develop.

Name	Project Number	Description	Mode	Tiers
Tualatin River Greenway Trail to Hedges Creek Trail East-West Connection	AT32	Construct new shared-use path connections along the Tualatin River Trail alignment from the Tualatin River Trail across or under Martinazzi and/or Boones Ferry Rd across existing and new park property to the Tualatin River Trail north and west of the Juanita Pohl Center.	Trail	Tier 1
Tualatin-Sherwood Road and Boones Ferry Road and Portland & Western Railroad	CS1	[Bigger Project] Grade-Separate Tualatin-Sherwood Road from the railroad and/or Boones Ferry Road to eliminate the at-grade rail crossing and improve traffic flow, safety, and walking and cycling in this area. This would include one road and/or the railroad bridging over or tunneling under the other road and/or railroad. This could be revised to [Smaller Project] additional turn lanes and/or through lanes and improvements for walking and cycling to improve flow and safety at this intersection.	Roadway	Tier 1
65th and Sagert/65th and Borland	CS13	Implement the outcomes of the conceptual design which will likely include additional turn lanes and/or access changes to improve traffic flow and safety.	Roadway	Tier 1
Nyberg Creek Trail	AT19	Construct a new shared-use path under I-5, connecting 65th Ave in the east to Martinazzi Ave in the west with a spur on the west side of I-5 connecting north to Nyberg St. Include a crossing at 65th Ave.	Trail	Tier 1
I-5 Trail (Blake to Norwood)	AT16 - Blake	Construct a new shared-use path on the west side of I-5 from Norwood Rd to Blake. Construct new roadway crossings for trail users at Norwood Rd.	Trail	Tier 1
Sagert St Sidewalk Project 11	AT84	Construct pedestrian cyclist bridge along existing bridge to infill 1626 ft of sidewalk gaps along Sagert St between Martinazzi Ave and 72nd Ave.	Sidewalk	Tier 1
Teton Ave and SW Tualatin-Sherwood Rd	CS12	Intersection improvements such as additional turn lanes (such as adding a right and second left turn lane for southbound traffic and a westbound right) and improvements for cyclists and pedestrians.	Roadway	Tier 1
Borland Rd from 65th Ave to Tualatin city limits	CS6	Upgrade SW Borland Road to urban roadway standards, includes new pedestrian crossing at Saum Creek Greenway Trail, sidewalks, and upgrade existing bike facilities along these extents to facilities with more cyclist separation from traffic. No new vehicle lanes are anticipated.	Roadway	Tier 1
Tualatin River Greenway Trail	AT22	Construct a new shared-use path along the south side of the Tualatin River through the north end of Jurgens Park, from the proposed West Side Trail bridge to the west to the Ki-A-Kuts Bicycle and Pedestrian Bridge to the east.	Trail	Tier 1
McEwan Road	CS17	Upgrade to urban standards, including walking and cycling improvements and intersection improvements (including bike/ped) at Lower Boones Ferry Road.	Roadway	Tier 1

Name	Project Number	Description	Mode	Tiers
65th Ave Pedestrian and Bicycle Bridge	AT31	Construct a new bicycle and pedestrian bridge across the Tualatin River at 65th Ave, connecting the Tualatin River Greenway on both sides of the river and connecting to 65th Ave and Childs Rd on the north side of the river.	Trail	Tier 1
Nyberg Creek Trail Extension	AT27	Construct a new shared-use path from Las Casitas Park northward to the Nyberg Creek Greenway and to Nyberg St.	Trail	Tier 1
95th Ave Sidewalk Project	AT52	Install 6 ft sidewalks to infill 1050 ft of sidewalk gaps and add bike facilities along 95th Ave between Tualatin-Sherwood Rd and Sagert St.	Sidewalk	Tier 1
Herman Rd and Tualatin Rd	AT67	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 1
Boones Ferry Rd Upgrade (Norwood to Future City Limits)	CS7	Upgrade to urban standards and add multi-use paths on both sides or sidewalks plus additional separation for cyclists. No new vehicle lanes are anticipated.	Roadway	Tier 1
New roadway connection across I-5 near the Bridgeport Interchange	CS2	Create a new two-lane (with sidewalks and bike lanes) bridge crossing Interstate 5 in the Bridgeport interchange area.	Roadway	Tier 1
Adaptive Signal System Update and Possible Expansion	CS9	Update or replace the existing SCATS adaptive traffic signal control system in Tualatin. Includes costs for a consultant to develop new timing/coordination plans for each signal in the updated system. Possible expansion to additional signals along Boones Ferry or elsewhere.	Roadway	Tier 1
Teton Ave and Avery St	CS19	Add a signal or roundabout at SW Avery Street and SW Teton Avenue.	Roadway	Tier 1
Tualatin Sherwood Road Bikeway	AT11	Upgrade the existing bike facilities on Tualatin Sherwood Rd between Boones Ferry Rd and West of Teton Ave, connecting to the shared-use path being constructed along Tualatin Sherwood Rd, to facilities with more cyclist separation from traffic.	Bicycle	Tier 1
Bridgeport to Milwaukie Trail	AT17	Construct a new shared-use path connecting the I-5 Trail to city limits following the Bridgeport to Milwaukie conceptual trail alignment via Lower Boones Ferry Rd.	Trail	Tier 1
Helenius Greenway - Hedges Creek Trail Extension	AT23	Construct a new shared-use path from Tualatin-Sherwood Rd to 105th Ave and to Ibach Park to the south. Include an east-west spur at Blake St over the railroad tracks connecting Blake St to the Hedges Creek Greenway Trail.	Trail	Tier 1
Southwest Concept Plan Area Trails	AT28	Construct a new shared-use path in the Southwest Plan Area, connecting Tualatin-Sherwood Rd to the north to the Ice Age Tonquin Trail to the south. Include a spur to the east connecting to Johnnie and William Koller Wetland Park.	Trail	Tier 1
Avery St and 105th Ave	CS22	Intersection improvements including a traffic signal or roundabout and treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 1

Name	Project Number	Description	Mode	Tiers
Norwood Rd	CS3	Upgrade SW Norwood Road to urban roadway standards, including multi-use path and/or sidewalk and bike lanes, enhanced crosswalks, and signal or roundabout at Norwood/Boones Ferry intersection.	Roadway	Tier 1
Dundee- Tualatin Regional Trail Extension	AT18	Construct a new shared-use path and bridge connecting McEwan Rd on the east side of I-5 to the Dundee - Tualatin Regional Trail and SW Childs Rd on the west side of I-5. Could be coordinated with the new I-5 crossing in the Bridgeport area.	Trail	Tier 1
Hazelbrook Rd	CS10	Upgrade SW Hazelbrook Road to urban roadway standards, including a bike lane, sidewalk, and crossing improvements.	Roadway	Tier 1
65th Ave Trail	AT21	Construct a new shared-use path along the east side of 65th Ave from Nyberg Ln to I-205.	Trail	Tier 1
Dundee - Tualatin Regional Trail	AT20	Construct a new shared-use path from I-5 to Cipole Rd following the Dundee - Tualatin Regional Trail alignment.	Trail	Tier 1
Ice Age Tonquin Trail	AT24	Construct a new shared-use path from the Tualatin River Greenway to Tualatin Sherwood by way of Cipole Rd following the Ice Age Tonquin regional trail alignment.	Trail	Tier 1
Hedges Creek Trail	AT38	Construct a new shared-use path from Sweek Dr to the Ice-Age Tonquin Trail following the planned Hedges Creek regional trail alignment. Includes crossings of 90th Ave and Teton Ave. Include an eastward spur connecting to 90th Ave. Include a spur connecting to Herman Rd where the trail alignment is closest to Herman Road.	Trail	Tier 1
Martinazzi Bikeway	AT6	Construct continuous bike facilities with more separation from traffic along Martinazzi Ave from Sagert St to Nyberg St.	Bicycle	Tier 1
Downtown Boones Ferry Road Bikeway	AT10	Upgrade the existing bike facilities on Boones Ferry Rd and Tualatin Rd between Warm Springs St and Chinook St to facilities with more cyclist separation from traffic. Include intersection treatments.	Bicycle	Tier 1
East Side Trail Connections	AT34	Construct new shared-use path connections between neighborhoods and the I-205 Path and Saum Creek Greenway at Delaware Cir, SW 69th St, SW Saum Way, and SW Chunut Ct.	Bicycle or	Tier 1
Avery St Bikeway	AT15	Upgrade the existing bike facilities on Avery St between Tualatin Sherwood Rd and Boones Ferry Road to facilities with more cyclist separation from traffic. Include crossing treatments at the intersection of Tualatin Sherwood Road and Avery Street to facilitate pedestrian and bicycle crossings and turning movements.	Bicycle	Tier 1
124th Ave Bikeway	AT13	Construct Multi-Use paths along both sides of 124th Ave between Pacific Hwy and the southern Tualatin City Limits.	Bicycle	Tier 1

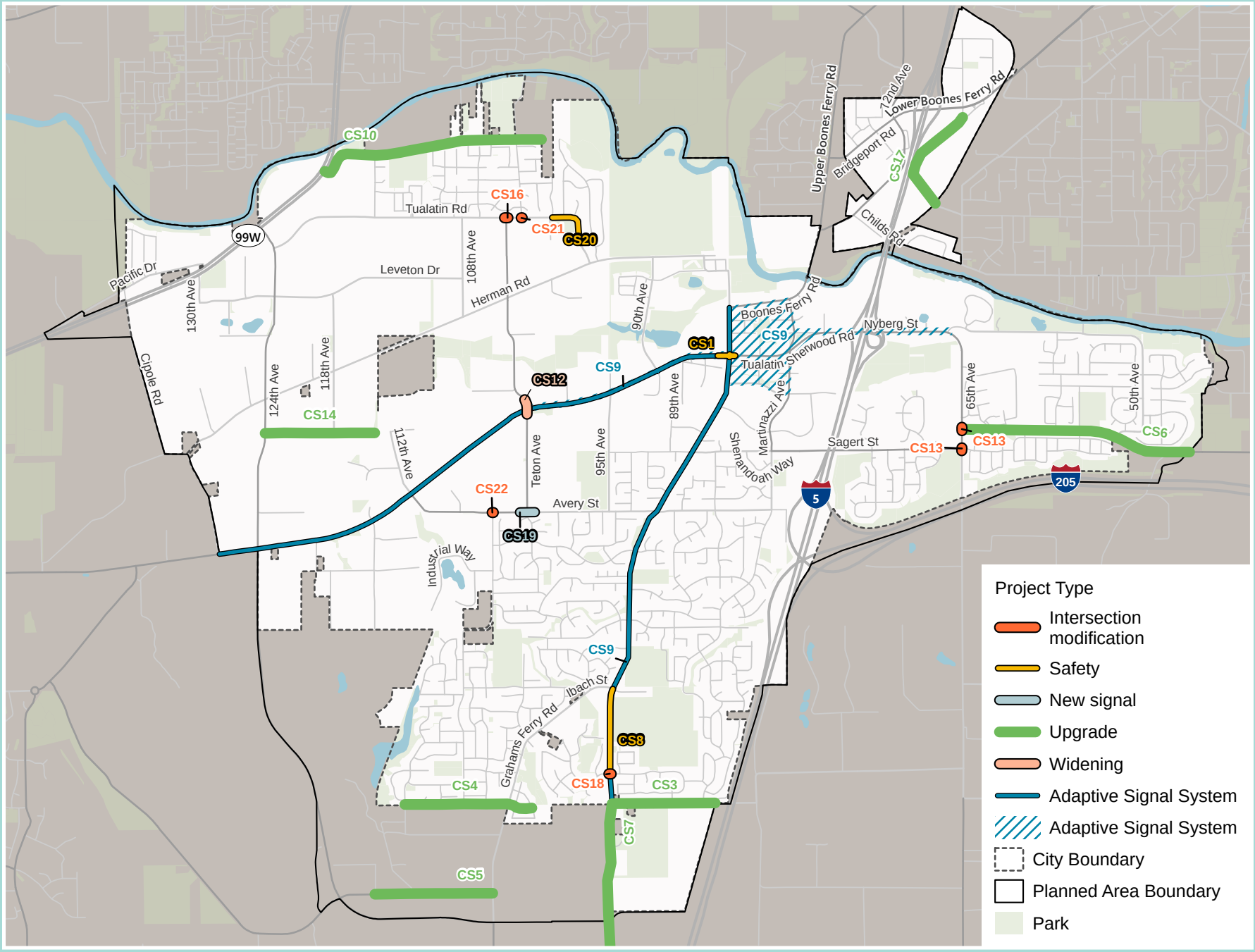
Name	Project Number	Description	Mode	Tiers
Boones-Ferry Road & Tualatin High School Area	CS8	Improvements for traffic safety and flow in the Boones Ferry Road / Tualatin High School area, including intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Roadway	Tier 2
Martinazzi Ave and Boones Ferry Rd	AT69	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Saum Creek Greenway Trail	AT26	Construct a new shared-use path extension of the Saum Creek Greenway Trail from Atfalati Park to the I-205 Trail. Include a new crossing at 65th Ave. Construct a spur to the west connecting to the existing Saum Creek Greenway Trails.	Trail	Tier 2
Sagert St and Boones Ferry Rd	AT76	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Pacific Hwy Sidewalk Project	AT47	Install 8 ft sidewalks along Pacific Hwy between Cipole Rd and Pacific Dr.	Sidewalk	Tier 2
72nd Ave Sidewalk Project	AT51	Install 6 ft sidewalks along 72nd Ave between Wasco Ct and Sagert St.	Sidewalk	Tier 2
Nyberg St and Tualatin Sherwood Rd	AT75	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Martinazzi Ave and Tualatin Sherwood Rd	AT72	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
95th Ave and Tualatin Sherwood Rd	AT83	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
108th Ave/ Jurgens Park Area Bridge	AT30	Construct a new bicycle and pedestrian bridge across the Tualatin River in the 108th Ave / Jurgens Park area, connecting the Tualatin River Greenway on the north and south sides of the river.	Trail	Tier 2
Southeast Tualatin Low Traffic Biking Streets	AT3	Designate mapped street(s) as a Low Traffic Biking Streets and provide elements facilitating cycling (extents shown on project map).	Bicycle	Tier 2
Warm Springs St Sidewalk Project	AT49	Install 8 ft sidewalks to infill sidewalk gaps along Warm Springs St between Martinazzi Ave and Mohawk St.	Sidewalk	Tier 2
Tualatin Community Park entrance / Tualatin Road	CS20	Improve safety and access for all modes.	Roadway	Tier 2
Nyberg-50th Bikeway	AT8	Upgrade existing bike facilities along Nyberg Ln, 50th Ave, and Wilke Rd to facilities with more cyclist separation from traffic.	Bicycle	Tier 2
Tualatin Rd and SW Teton Ave	CS16	Intersection Improvement (such as a traffic signal or roundabout).	Roadway	Tier 2
Martinazzi Ave and Warm Springs St	AT73	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2

Name	Project Number	Description	Mode	Tiers
Boones Ferry and Blake St / Alsea Dr	AT62	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Avery St and Boones Ferry Rd	AT61	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Martinazzi Ave and Nyberg Creek Trail	AT70	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 2
Tualatin Sherwood Rd at South Access to Lake at the Commons	AT80	Treatments to facilitate pedestrian crossings and turning movements.	Crossing	Tier 2
Nyberg Creek Trail and Warm Springs St	AT74	Crossing and/or treatments to facilitate pedestrian crossings and turning movements.	Crossing	Tier 2
72nd Ave and Lower Boones Ferry Rd	AT58	Upgrade existing crossings with intersection treatments to facilitate bicycle crossings and turning movements.	Crossing	Tier 2
Basalt Creek Trail	AT36	Construct a new shared-use path connection in conjunction with Basalt Creek residential development.	Trail	Tier 2
124th Ave and Pacific Hwy	AT55	Upgrade existing crossings with intersection treatments to facilitate bicycle crossings and turning movements.	Crossing	Tier 2
124th Ave and Tualatin Rd	AT56	Upgrade existing crossings with intersection treatments to facilitate bicycle crossings and turning movements.	Crossing	Tier 2
North Tualatin Low Traffic Biking Streets	AT2	Designate mapped street(s) as a Low Traffic Biking Streets and provide elements facilitating cycling (extents shown on project map).	Bicycle	Tier 2
Tualatin Road Bikeway	AT12	Upgrade the existing bike facilities on Tualatin Rd between 124th Ave and Herman Rd to facilities with more cyclist separation from traffic.	Bicycle	Tier 2
Apache Dr Sidewalk Project	AT53	Install 6 ft sidewalks along Apache Dr between Sagert St and Boones Ferry Rd.	Sidewalk	Tier 2
Killarney Ln Sidewalk Project	AT45	Install 6 ft sidewalks along Killarney Ln between Moratoc Dr and Boones Ferry Rd.	Sidewalk	Tier 2
I-5 Trail (Sagert to Blake)	AT16 - Lower Boones	Construct a new shared-use path on the west side of I-5 from Blake St. to Sagert St. Construct new roadway crossings for trail users at Sagert St.	Trail	Tier 3
I-5 Trail (Nyberg to Sagert)	AT16 - Nyberg	Construct a new shared-use path on the west side of I-5 from Sagert St to Nyberg St. Construct new roadway crossings for trail users at Nyberg St.	Trail	Tier 3
I-5 Trail (Lower Boones to Nyberg)	AT16 - Sagert	Construct a new shared-use path on the west side of I-5 Lower Boones Ferry Rd to Nyberg St. Ensure the path connects with the Nyberg Creek Trail (#3).	Trail	Tier 3
Tualatin Rd and Sweek Dr	AT78	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3

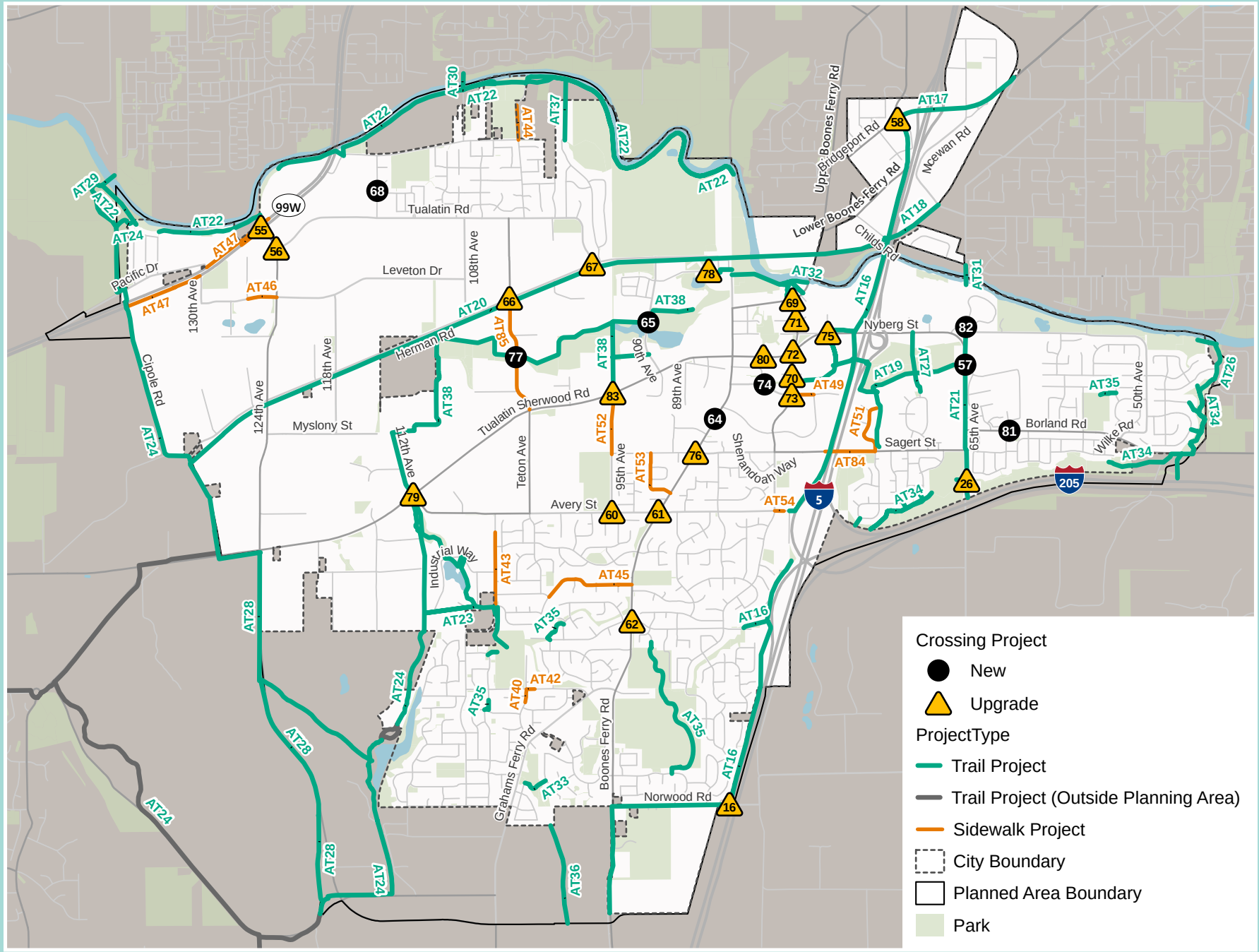
Name	Project Number	Description	Mode	Tiers
Martinazzi Ave and Seneca St	AT71	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Leveton Dr Sidewalk Project	AT46	Install 6 ft sidewalks to infill 654 ft of sidewalk gaps along Leveton Dr between 124th Ave and 126th Ave.	Sidewalk	Tier 3
Southwest Tualatin Low Traffic-Biking Streets	AT85	Widen sidewalks into multi-use paths along SW Teton Avenue between Tualatin-Sherwood Road and Herman Rd.	Sidewalk	Tier 3
Ibach St Sidewalk Project	AT42	Install 6 ft sidewalks to infill 190 ft of sidewalk gaps along Ibach St between 103rd St and Hedges Dr.	Sidewalk	Tier 3
Boones Ferry Rd and Iowa Dr	CS18	Intersection Improvements, including a possible signal or roundabout and elements to facilitate bicycle and pedestrian crossings.	Crossing	Tier 3
65th Ave and Nyberg Creek Trail	AT57	Install new crossing with intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Nyberg Ln and 65th Ave Trail	AT82	Install new crossing with treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Boones Ferry Rd between Mohawk St and Nasoma Ln	AT64	Install new crossing and/or intersection treatments to facilitate pedestrian crossings and turning movements.	Crossing	Tier 3
Hedges Creek Trail and 90th Ave	AT65	Install new crossing and/or treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Tonquin Rd	CS5	Upgrade SW Tonquin Road between SW Waldo Way and SW Grahams Ferry Road and add sidewalks and bike lanes. Includes signal or roundabout at Tonquin Rd/Grahams Ferry Rd.	Roadway	Tier 3
Westside Trail	AT29	Construct a new bicycle and pedestrian bridge across the Tualatin River as part of the Westside regional trail alignment, connecting to the Tualatin River Greenway on the north and south side of the river, and the Ice Age Tonquin Trail on the south side of the river.	Trail	Tier 3
Leveton Bikeway	AT14	Upgrade the existing bike facilities on Leveton Dr between 124th Ave and 108th Ave to facilities with more cyclist separation from traffic.	Bicycle	Tier 3
103rd Ave Sidewalk Project	AT40	Install 6 ft sidewalks to infill 293 ft of sidewalk gaps along 103rd Ave between Ibach St and Taylors Dr.	Sidewalk	Tier 3
Tualatin Sherwood Rd and Avery St	AT79	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Avery St and 95th Ave	AT60	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3

Name	Project Number	Description	Mode	Tiers
Avery St Sidewalk Project	AT54	Install 6 ft sidewalks along Avery St between Martinazzi Ave and the 80th Ave trail.	Sidewalk	Tier 3
Southwest Tualatin Low Traffic Biking Streets	AT5	Designate mapped street(s) as a Low Traffic Biking Streets and provide elements facilitating cycling (extents shown on project map).	Bicycle	Tier 3
Helenius Rd	CS4	Upgrade SW Helenius Road to urban roadway standards, including sidewalk and bike facilities.	Roadway	Tier 3
Herman Rd and Teton Ave	AT66	Intersection treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
61st Ter and Borland Rd	AT81	Treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
East Tualatin Low Traffic Biking Streets	AT4	Designate mapped street(s) as a Low Traffic Biking Streets and provide elements facilitating cycling (extents shown on project map).	Bicycle	Tier 3
Victoria Woods Trail	AT33	Upgrade the Victoria Woods Trail to a paved shared-use path connecting SW 104th Terrace to SW Miami Dr (includes stairs).	Trail	Tier 3
Cheyenne Way- Tualatin River Greenway Trail	AT37	Construct a new shared-use path connection between Cheyenne Way and the Jurgens Ln-Tualatin River Greenway spur.	Trail	Tier 3
Kalispell St and 115th Ave	AT68	Install new crossing and/or intersection treatments to facilitate pedestrian crossings and turning movements.	Crossing	Tier 3
Jurgens Ln Sidewalk Project	AT44	Install 6 ft sidewalks along Jurgens Ln between Hazelbrook Rd and Jurgens Park.	Sidewalk	Tier 3
105th Ave Sidewalk Project	AT43	Install 6 ft sidewalks to infill 1660 ft of sidewalk gaps along 105th Ave between Siletz Dr and Paulina Dr.	Sidewalk	Tier 3
Tualatin Rd and SW Jurgens Ave	CS21	Intersection Improvement (such as a traffic signal or roundabout).	Crossing	Tier 3
Myslony Street	CS14	Upgrade SW Myslony Street to roadway standards, including bike lane and sidewalks.	Roadway	Tier 3
Sagert St Bikeway and Sidewalk	AT7	Upgrade the existing bike facilities on Sagert St between 95th Ave and 86th Ave. Install 6 ft sidewalks to infill 882 ft of sidewalk gaps, and improve crossing at 86th Ave for pedestrians and bicyclists.	Bicycle	Tier 3
Upgrade to Trail Connections	AT35	Upgrade the following locations to shared-use bicycle and pedestrian path connections by ensuring curb access is provided on both ends of the connection, widening the connection to a minimum of 10ft (if possible, though in most cases the ROW is too narrow) and adding signage to encourage slower riding speeds (<5mph) or dismounting in the narrow through way: Ibach Park Trail,106th - Meier Connector, Tualatin High School Trail, Bridgeport Elementary School Trail, Bryom Elementary School Trail, Indian Meadows Greenway Trail.	Trail	Tier 3

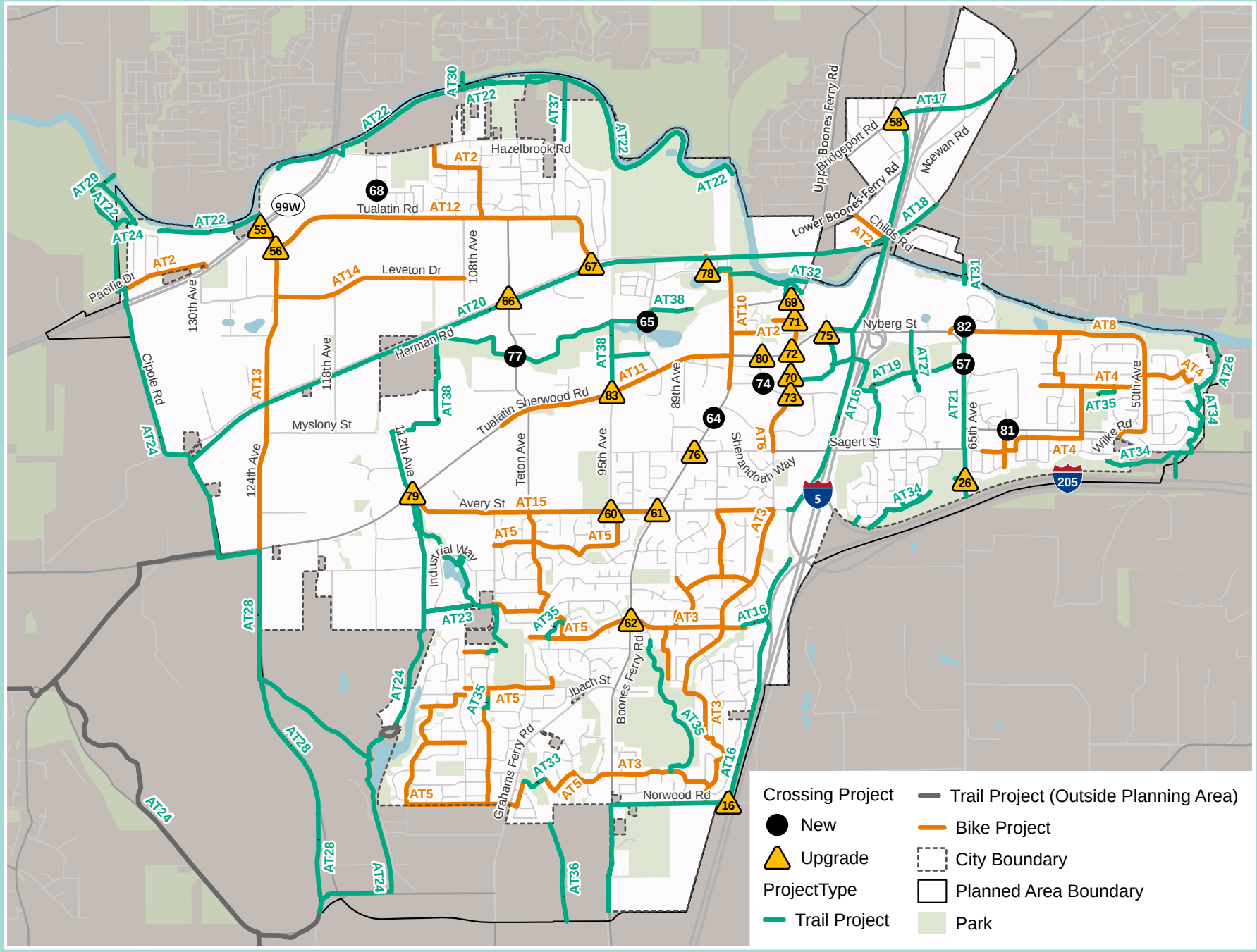
Name	Project Number	Description	Mode	Tiers
Teton Ave and Hedges Creek Trail	AT77	Treatments to facilitate pedestrian and bicycle crossings and turning movements.	Crossing	Tier 3
Bridgeport Transportation Subarea Management Plan	CS11	Develop subarea management plans for Bridgeport and Nyberg subareas establishing lists of improvements to be made to accommodate development and how proportional share contributions are collected from developers and used to make improvements.	Roadway	Tier 3



COMPLETE STREETS PROJECTS



ACTIVE TRANSPORTATION PROJECTS



ACTIVE TRANSPORTATION PROJECTS

CITY OF TUALATIN

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Sarah Jesudason, Library Public Services Manager / Acting Director
DATE:	9/28/2026

SUBJECT:
WCCLS Memorandum of Understanding

RECOMMENDATION:
This report is informational only.

EXECUTIVE SUMMARY:
The Memorandum of Understanding (MOU) is a working document between WCCLS and the member libraries. It ties into the recently approved IGA. It is not a procedural document, but a set of shared expectations of how WCCLS and the member libraries will interact during the formation and implementation of the centralized collections project.

Library Directors (known as the Library Leadership Group as per the IGA) met in July to give feedback and recommend changes after the MOU was presented in draft earlier in the spring. It went to the WCCLS Executive Board earlier this month.

Major points of the current Memorandum draft:

- The member libraries' right and ability to maintain locally distinct collections, respond to community needs, and maintain historic collection areas of focus and strength is stated in the MOU. This includes adding titles/materials that WCCLS is not purchasing.
- An expectation of flexibility is now stated, meaning: as collections usage patterns change, WCCLS may decide to focus on formats that are gaining community interest, address emergence of new language needs, etc.
- WCCLS will incorporate the collection development expertise that already exists in member libraries via Subject Matter Expert (SME) groups. Further collaborative work has also called for technical services expertise to be incorporated via an SME group.
- More collaborative work is called for in the MOU, especially on matters concerning budgets, policy, and systemwide impacts. Collaborative work on the collection development policy is already taking place.
- More shared documentation of collection baselines and outcomes with member libraries.
- More collaborative communication and information sharing. WCCLS has committed to more frequent communication with library staff about the centralization project, which is currently taking place.

ATTACHMENTS: MOU DRAFT 8/26

CITY of TUALATIN

WCCLS Memorandum of Understanding (MOU) for Centralized Collections

September 28, 2026

Background

- The IGA for Library Services called for centralized collections beginning in Fiscal Year 2027.
- The MOU is a statement of working agreements between the WCCLS and partner libraries as the centralized collections project develops. It is in tandem with the IGA.
- WCCLS Policy Group (now Library Leadership Group) indicated at their June meeting that they wished to work on the document; work started in July along with work on other Centralization Project initiatives.
- MOU draft finalized and distributed in August.

CITY of TUALATIN

What's in the MOU

- The collaborative process with the Library Leadership Group established several keystones that are important to Tualatin:
  - Partner library expertise in selection and other collection matters will be drawn upon continuously.
  - Added agreement for periodic discussions about new formats and language to consider for the collection.
  - We retain the ability to evaluate how the collection meets the needs of Tualatin's community.
  - Collections will continue to have local relevance and unique areas of local importance.
  - Partner libraries are able to continue purchasing additional materials.
- MOU is between the County and each partner. Each partner organization has the same language in the MOU.

CITY of TUALATIN

Centralization Work

Project foundations

Structures we need in place to do the project

- **MOU** is at final draft stage
- **Project manager** in place to support project coordination
- **Project Steering Committee** meeting once per month (4 library directors, WCCLS, Project Manager)
- **Regular communication with library staff** on progress (increasing to 3x/month in October) and will host webinar for staff in October
- **Library directors meeting 2x per month** through December to work on the project

CITY of TUALATIN

Next Steps in Centralization Project

- RFP went out for materials vendors
  - Vendors are required to keep same purchasing discounts with individual libraries.
- Collection Development Policy worked through with Library Leadership Group
- Materials and Languages
- Profiles of member libraries to help keep their identities
- "Nuts and bolts" decisions on collection codes, labels, cataloging standards to be made with library input
- Development of Subject Matter Expert groups from member libraries' staff
- Phasing libraries in cohorts

CITY of TUALATIN

Steps in Context

How these pieces fit together

July 2026	August	Sept	October	Nov	Dec	January 2027	Feb	March	April	May	June	July 2027
Operational foundations (vendors, policies, profiles, formats/languages)												
		Procedural foundations (agreements on processes/procedures) *and* **library onboarding foundations** (agreements on cohort criteria)										
			WCCLS staff training, vendor account set up, SaaS integrations set up									
						Cohorts and onboarding (more clarity about will come out of the discussions we have this fall with libraries)						

CITY of TUALATIN

Questions?

CITY of TUALATIN

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE **CITY/NONPROFIT**
AND
WASHINGTON COUNTY

This Memorandum of Understanding ("MOU") dated as of **upon signature** and entered into between the **CITY/NONPROFIT** ("the Library") and Washington County, acting by and through Washington County Cooperative Library Services ("WCCLS") For purposes of this MOU, the "WCCLS Cooperative" means the cooperative library system administered by WCCLS and composed of its participating member libraries. "Member Libraries" means all libraries participating in the WCCLS Cooperative, including but not limited to the Library executing this MOU. "Executive Board" means the WCCLS Executive Board established under the Cooperative Governance Agreement to provide strategic leadership, oversight, accountability, and recommendations regarding Cooperative-wide funding, governance, and service delivery. "Library Leadership Group" means the WCCLS Library Leadership Group established under the Cooperative Governance Agreement to provide operational leadership, technical and professional expertise, and recommendations regarding Cooperative-wide library services and policies. WCCLS and the Library are collectively referred to as the "Parties."

PURPOSE

The purpose of this MOU is to document commitments and responsibilities related to WCCLS centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries, beginning no earlier than July 2027. Centralization is intended to reduce duplication of effort while strengthening community responsive service across the Cooperative and preserving the ability of Partner Libraries to meet distinct local needs. Centralization will allow Partner Libraries to redirect collection dollars and staffing resources to other strategic priorities as Partner Libraries see fit. The Library will retain the ability to maintain locally distinctive collections, respond quickly to community-specific needs, and sustain historical strengths in language, format, or subject-area representation.

The Parties commit to careful stewardship of public resources and to sustaining high-quality library service through cooperation, transparency, and iterative improvement. The Parties acknowledge that this MOU focuses on establishing shared goals, responsibilities, decision-making expectations, and commitments related to centralized collection services. Many operational details, including workflows, procedures, service standards, communication practices, collection management processes, and implementation

DRAFT

approaches, will be developed through collaborative work involving WCCLS and Partner Libraries and may evolve over time as experience is gained. The Parties intend that future policies, procedures, and operational guidance will support and implement the principles outlined in this MOU.

The Parties acknowledge that long-term success depends on balancing adaptability with stability. The centralized collections model is intended to provide the flexibility necessary to respond to changing community needs, emerging formats, evolving technologies, budget realities, and new opportunities, while ensuring that collections will remain community-centered, responsive, diverse, and informed by professional expertise and local knowledge. The Parties further recognize that Partner Libraries will continue to evolve their physical spaces, services, programs, and community uses over time in response to local needs and priorities. These local changes may influence collection demand, access patterns, space allocation, and service delivery across the Cooperative. The Parties intend that this flexibility be implemented to build and maintain confidence among Partner Libraries, Library staff, and community members through transparent decision-making, open communication, and shared stewardship of collection resources.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Term. This Agreement shall commence on the date last signed by a party and continue through June 30, 2031.

2. Responsibilities of WCCLS in the Transition to Implementation. WCCLS, by and through its employees and representatives, shall be responsible for the following:

A. Incorporation of Library Staff Expertise.

i. WCCLS will establish ongoing mechanisms for incorporating frontline and subject matter expertise from Partner Libraries into collection evaluation, selection, deselection, and continuous improvement activities. Library staff observations, patron interactions, and local operational knowledge will be recognized as valuable inputs alongside systemwide data.

B. Transition Planning, Risk Management, and Communication.

i. Collaborative transition planning, identification of operational risks, phased onboarding of Partner Libraries as needed, and regular communication during implementation.

C. Project Steering Committee Establishment and Support.

DRAFT

i. Establish a Project Steering Committee to provide advisory guidance to the Project Sponsor, Project Leader, and Project Manager during the transition, as set forth in **Appendix A**.

D. Partner Library Director Engagement .

i. Engaging Partner Library directors at no less than the "Involve" level on the IAP2 Spectrum throughout the design, implementation, and ongoing evolution of centralized collection services. WCCLS will use the "Collaborate" level of engagement for matters with significant systemwide impact, budgetary import, and policy development.

E. Decision Transparency.

i. As decisions are identified, clearly communicate which decisions related to centralized collections are advisory, shared, or solely within WCCLS authority. When Library input does not align with final decisions, WCCLS will communicate how that input was considered.

F. Documentation of Library Level Collection Baselines.

i. Document library-level collection baselines in concert with Partner Libraries for planning and evaluation purposes and share documentation. Such baselines may include measures such as overall collection size, format mix, circulation levels, level of cataloging standards, language representation. These baselines are intended to support transparency and ongoing assessment and do not constitute guaranteed future funding levels or minimum spending commitments.

3. Responsibilities of the Library in the Transition to Implementation. The Library, by and through its employees and representatives, shall be responsible for the following:

A. Designation of Liaisons and Participation Capacity.

i. Designate appropriate staff liaisons to participate in planning, feedback, and implementation activities, and ensure reasonable staff capacity to engage in transition work as mutually agreed during implementation planning.

B. Information Sharing and Local Context.

DRAFT

i. Provide timely access to relevant local information, policies, procedures, and operational constraints that may affect centralized collection implementation, including space considerations, service patterns, and known community needs.

C. Change Management and Local Communication.

i. Support clear and consistent communication with Library staff regarding the goals, scope, and timeline of centralized collection implementation, including reinforcing shared messaging developed in collaboration with WCCLS.

D. Operational Readiness and Local Adjustments.

i. Collaborate with WCCLS to identify and prepare for operational impacts at the local level, including workflows, staff roles, and public service implications, and to implement agreed-upon changes, made through a collaborative process, necessary for successful transition.

E. Feedback and Issue Identification.

i. Proactively identify and communicate concerns, risks, or unintended impacts observed during implementation, and participate in problem-solving conversations with WCCLS to support iterative improvement.

F. Support for Shared Stewardship.

i. Acknowledge and support the principle of shared stewardship of systemwide collections, recognizing that participation includes providing informed input and local context, and that the Library will support and implement finalized centralized collection decisions, while retaining the Library's ability to request revision or remediation when centralized decisions have a negative impact on local community needs.

4. Responsibilities of WCCLS in Ongoing Service Delivery. WCCLS, by and through its employees and representatives, shall be responsible for the following:

A. Scope.

i. Manage physical and digital library collections funded through WCCLS, including selection, acquisition, cataloging, evaluation, processing and deselection. A project scope defining in-scope and out-of-scope formats will be developed and shared by August 31, 2026, based on the project timeline, capacity, and input from the Library Leadership Group, who will convey the

DRAFT

perspective of their subject matter experts. To realize efficiencies and effectiveness gained through coordinated, systemwide work, the scope will be designed to be sufficiently broad to support work at scale. Factors to be considered include, but are not limited to, scalability, capacity, and vendor resilience and limitations.

B. Collection Management Policy.

i. Develop and maintain collections that reflect the languages, cultures, identities, and interests of communities across Washington County, guided by a collection development policy developed in collaboration with the Library Leadership Group input, reviewed by the WCCLS Executive Board, and adopted by Washington County.

ii. WCCLS currently manages collections in accordance with intellectual freedom principles supported by Washington County policy and legal review, as captured in the current collection development policy, and will continue to do so in the future collection development policy to support central collections. Collection decisions will be transparent and guided by an established collection development policy and professional collection maintenance standards, including a collaborative process for staff and patron feedback.

iii. WCCLS upholds the American Library Association's Library Bill of Rights (version last amended January 2019) and the Freedom to Read Statement (version last amended in June 2004). This commitment includes providing access to materials that represent a wide range of viewpoints, including those that others might find controversial or unacceptable and those that support individual choice, exploration, and access to ideas and information.

iv. Maintain a systemwide request for reconsideration process for physical and digital library collections funded through WCCLS. This process provides for concerned community members engaging with Library staff as the typical first point of contact if sharing the concern in person, or with WCCLS staff if the community member is sharing the concern online, all the way up to a formal reconsideration request to WCCLS. WCCLS will hold annual intellectual freedom trainings open to Library staff that include a review of the WCCLS collection development policy and the request for reconsideration process for materials owned by WCCLS.

C. Ongoing Partnership and Communication.

DRAFT

i. Maintain regular, constructive communication with Partner Libraries regarding collection performance, including access to circulation data reports and patron registration data reports.

ii. Participate in established forums, check-ins, and feedback processes related to centralized collection management, as capacity allows.

D. Community Focused Collection Development.

i. WCCLS will manage collections with a spirit of continuous improvement, using collection development best practices, system level and local data analysis, and transparent and regular consultation with Library staff to ensure collections are responsive to community needs.

ii. Library staff serve as the primary interface with the community, and they are familiar with the library space usage patterns. WCCLS will actively engage Library staff to incorporate their on-the-ground knowledge of patron behavior, emerging needs, and community context.

iii. WCCLS will maintain accessible, streamlined mechanisms for community purchase suggestions and will prioritize those requests consistent with collection policy and demonstrated need. If an item is not centrally purchased, there will be a process for Partner Libraries to determine whether to purchase it outside of centralization.

iv. WCCLS and Partner Libraries will periodically review emerging collection formats, technologies, publishing models, and community access needs to ensure collections remain relevant and responsive. Consideration shall include accessibility, evolving patron preferences, and emerging information environments. These emerging needs are driven by the marketplace and will be reviewed on a mutually agreeable timeline.

E. Service Responsiveness and Access.

i. WCCLS will monitor indicators of responsiveness, including access to high demand materials, fulfillment of purchase suggestions, and language representation, and will provide indicator information to Partner Libraries on a regular basis, no less than annually.

ii. WCCLS will use systemwide data to inform, evaluate and improve collection performance over time. Such data will include quantitative indicators as well as qualitative feedback, including input from Library staff based on their direct experience with patrons and knowledge of community

DRAFT

needs. This reporting will be regularly shared across Partner Libraries, no less than annually.

iii. WCCLS will maintain and provide Partner Libraries with access to collection evaluation and reporting information necessary to support local decision-making, service planning, and participation in centralized collection management. This includes access to available reporting tools, dashboards, and collection performance data. WCCLS will consult with Partner Libraries before making significant changes to reporting access or available collection analytics.

iv. Collection evaluation will balance quantitative and qualitative measures, such as circulation and hold data, patron and staff feedback, community demographics, emerging trends, professional expertise, and local knowledge, to support responsive and community-centered service.

v. WCCLS will work collaboratively with Partner Libraries to establish service expectations and performance indicators related to collection responsiveness, including access to high-demand materials and fulfillment of purchase suggestions.

vi. WCCLS will continue to provide Library access to cataloging and acquisition functionality in the ILS for local management purposes.

F. Honoring Local Distinctiveness and Local Investment.

i. Centralization is not intended to create uniform collections across all Partner Libraries. Collection strategies will support local relevance, community identity, language needs, cultural representation, and unique areas of community interest.

G. Intent to Maintain Library-Level Collection Capacity

i. WCCLS' intent in centralizing physical collection services is to maintain or strengthen the effective collection capacity available to each Partner Library over time, taking into account local community demand, usage patterns, and historical collection investment.

ii. While specific spending levels cannot be fixed over the term of this agreement due to budget constraints and evolving usage patterns, centralized collection management is not intended to have a sustained negative impact to collection breadth, depth, format availability, or language representation at any individual Partner Library in the Cooperative, relative to

DRAFT

overall systemwide trends. If budget reductions in overall collection spending or 10% or more from the previous fiscal year are anticipated due to reduced revenue or reduced demand, WCCLS will collaborate and discuss with Partner Libraries about the approach before making final decisions.

iii. WCCLS intends to maintain or strengthen effective collection capacity going forward. Collection investments under the centralized model will focus on sustaining current service levels and responding to evolving community needs rather than addressing historical differences in local collection development practices or funding levels.

H. Collection Funding Allocation.

i. In allocating centralized collection resources, WCCLS will consider historical collection investment and the intent to maintain or strengthen capacity for library materials in scope. Additional factors include demonstrated demand, circulation trends, community size, facility size, community access, and evolving systemwide priorities. WCCLS will work with the Library Leadership Group to annually review and discuss resource allocation approaches and outcomes, to support collaboratively informed decision-making.

ii. In advance of and during implementation, WCCLS anticipates that resource allocation approaches and project scope may be refined based on experience, data, and partner input, and intends to retain appropriate flexibility to support effective implementation and long-term sustainability.

iii. WCCLS will provide annual reporting regarding collection resource distribution decisions, including the factors considered, relevant data sources, and resulting distributions. Partner Libraries will have opportunities to review and discuss distribution outcomes and identify emerging concerns as part of the decision-making process.

I. Ownership and Materials Management.

i. All physical library materials purchased by WCCLS under the centralized model remain the property of WCCLS.

ii. Existing locally purchased materials remain the property of the Library, unless the Library wishes to make changes.

iii. Future ownership or management changes will be addressed collaboratively.

DRAFT

iv. WCCLS and the Library recognize that materials management decisions benefit from both systemwide coordination and local expertise. Procedures governing deselection, retention, replacement, condition review, and collection maintenance will be developed collaboratively and will take into consideration local community needs, operational realities, collection diversity, and intellectual freedom principles.

v. The Library may take reasonable actions necessary to address immediate condition, safety, space, or service concerns. Processes for communication, review, and disposition of WCCLS-owned materials will be established through mutually developed procedures.

J. Local Purchasing.

i. The Library may supplement centralized collections with local funds. Local purchasing decisions should be developed in coordination with WCCLS to ensure alignment with centralized selection practices and integration with systemwide acquisition workflows.

ii. Partner Libraries may develop and maintain locally funded collections, provided they are compatible with existing system infrastructure and policies. When a proposed collection or format requires the creation of new ILS collection codes, format codes, check out limits, or other system-level configuration changes, WCCLS will evaluate feasibility, resource requirements, and potential Cooperative-wide impacts before potential implementation. During the project implementation phase, WCCLS may have limited capacity to support new system-level coding or configuration changes.

K. Deselected Materials.

i. WCCLS will work with the Library to support optional surplus of deselected materials for local needs, including, but not limited to, Friends group fundraising or to support local book giveaway practices.

L. Library-Level Collection Review Meetings.

i. Following the implementation phase of centralized physical collections, WCCLS will conduct structured, periodic meetings no less frequently than every 12 months to review library-level collection outcomes. Reviews will consider patron experience, collection discoverability and browsability, staff observations, purchase request fulfillment, service responsiveness, and

DRAFT

other qualitative indicators of collection effectiveness. For the first year, reviews will be quarterly.

ii. The results of these reviews will be shared with Partner Libraries and used to inform service adjustments, policy refinements, or operational changes as appropriate, consistent with available resources and governance authority.

M. Collaborative Problem-Solving.

i. WCCLS recognizes that implementation and ongoing operation of centralized collection services may result in differing perspectives regarding collection decisions, service impacts, or operational practices. Partner Libraries are encouraged to raise concerns as they arise. WCCLS will make reasonable efforts to engage in timely discussion, consider the information provided, explain relevant decision-making factors, and explore potential solutions. Nothing in this section supersedes existing governance, authority, or dispute resolution provisions contained in the Cooperative Operating Agreement.

5. Responsibilities of the Library Once WCCLS Is Providing Ongoing Service Delivery. Once centralized physical collections are operational, the Library, by and through its employees and representatives, shall be responsible for the following:

A. Ongoing Partnership and Communication.

i. Maintain regular, constructive communication with WCCLS regarding collection performance, service impacts, and community needs.

ii. Participate in established collection feedback and assessment processes by providing timely input regarding patron experience, collection effectiveness, service impacts, and community needs, and will assist in evaluating the effectiveness of corrective actions and service adjustments.

B. Local Service Delivery and Community Engagement.

i. Serve as the primary point of contact with the community regarding library materials and services, including assisting patrons with access, discovery, and use of collections.

ii. Serve as the first point of contact with the community when informal materials challenges are initiated at the Library for physical and digital materials purchased by WCCLS. Library staff will move formal requests for

DRAFT

reconsideration through local authority, as appropriate, then escalate to WCCLS.

iii. Gather and share qualitative feedback from patrons and staff related to collection strengths, gaps, emerging needs, browsing behaviors, in-library use patterns, and community priorities. Partner Libraries will communicate significant trends and concerns to WCCLS and participate in Cooperative discussions regarding potential responses.

iv. Partner Libraries will help identify emerging community needs, demographic shifts, service barriers, and developing areas of patron interest, and will communicate these changes to WCCLS and partner libraries to support proactive collection planning.

C. Staff Support and Role Alignment.

i. Support Library staff as roles and workflows evolve under centralized collection management, including helping staff understand how centralized services interface with local operations.

ii. Encourage staff with collection, technical services, programming, language, cultural, outreach, and subject expertise to contribute professional insight through established Cooperative feedback and advisory mechanisms.

D. Operational Coordination.

i. Coordinate with WCCLS on local operational matters that affect collection delivery and access, including space constraints, shelving practices, and logistical considerations.

ii. Implement mutually agreed operational adjustments necessary to support effective systemwide collection delivery.

E. Local Purchasing and Supplementation.

i. When supplementing centralized collections with local funds or donations, coordinate with WCCLS to ensure alignment with collection policies, selection practices, and acquisition workflows.

ii. Communicate planned local purchases or pilots that may have systemwide implications, consistent with Section 4I of this Agreement.

F. Stewardship of Materials and Facilities.

DRAFT

i. Provide appropriate care, handling, and public access for WCCLS-owned materials housed at Library facilities, consistent with shared standards and practices.

ii. Notify WCCLS of material condition concerns, loss patterns, or facility changes that may affect collection sustainability or access.

G. Participation in Review and Continuous Improvement.

i. Participate in Library-level collection review check-ins conducted by WCCLS, providing local context, operational insight, and feedback on outcomes.

ii. Engage in good-faith dialogue regarding potential service adjustments or refinements identified through review processes.

H. Shared Stewardship and Systemwide Perspective.

i. Recognize that centralized collection services are designed to serve the system as a whole, and that balancing local and systemwide considerations is an ongoing, collaborative process.

ii. Support the Cooperative's shared goals of providing access for all community members to collections that represent a wide range of ideas, experiences, and perspectives; upholding intellectual freedom; and ensuring responsible stewardship of public resources.

iii. Support Cooperative efforts to maintain collection breadth, depth, language representation, and local relevance by communicating evolving community interests and identifying opportunities to improve representation and responsiveness.

6. General Provisions.

A. This MOU is not a contract. It is a statement of intent and willingness to cooperate to achieve mutual goals of the Parties.

B. Modification: No modification or amendment to this MOU shall be effective unless made in writing and signed by all Parties.

C. Each Party represents that it has the authority to enter into this MOU on its behalf and the individual signatory for each Party represents that it has been authorized by that Party to execute and deliver this MOU.

DRAFT

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered in person or (b) two business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

[parties]

DRAFT

Draft steering committee charter

Appendix A

Project Steering Committee Charter

1. Purpose

The Project Steering Committee (PSC) is an advisory group established to support the successful implementation of the centralized collection project.

The PSC provides input, guidance, and system-level perspective to the Project Sponsor, Project Leader, and Project Manager throughout project planning and implementation. The PSC plays an important advisory role and is subject to the existing governance, management, and approval processes.

2. Scope

The PSC's advisory scope includes:

- How implementation is phased and rolled out
- Readiness for the transition and potential impacts on day-to-day operations
- Identifying risks, and how they may be mitigated
- Communication with stakeholders and change management considerations
- Alignment with MOU commitments during implementation

Out of scope:

- Approving budget or funding
- Making contract or procurement decisions
- Directly managing staff or resources
- Making final project decisions

3. Authority

The PSC serves in an advisory role and provides input to help inform project planning and implementation. Recommendations are advisory in nature and provided to guide decision making. Final decisions rest with the Project Sponsor, WCCLS management, and subject to established governance and Washington County Board approval. When PSC input is not reflected in decisions, the reasoning will be shared as part of the project's commitment to transparency.

4. Membership

DRAFT

- Four (4) Partner Library directors, appointed by Library Leadership Group (Policy Group)
- Project Sponsor
- Project Leader
- Project Manager

Members are expected to bring a systemwide perspective, balancing local needs with the shared goals of the Cooperative.

5. Roles and Responsibilities

Project Sponsor

- Accountable for overall project success and alignment with strategic objectives
- Serves as primary point of escalation for significant risks or issues

Project Leader

- Accountable for day-to-day operational leadership of the project team executing the centralized collection project
- Oversees and coordinates the work of project staff and functional contributors to ensure activities align with approved plans, timelines, and priorities
- Partners with the Project Manager to ensure project activities are progressing as intended and that impacts day-to-day operations are understood and managed

Project Manager

- Leads day-to-day project planning and coordination
- Facilitates PSC meetings and prepares agendas
- Share project updates and provides context for discussion and decisions
- Documents PSC recommendations and tracks follow-up actions

Library Directors

- Provide professional, experience-based perspective and input
- Identify risks, dependencies, and potential impacts to the system
- Advise on readiness and transition considerations
- Serve in an advisory capacity to support informed decision-making bringing a system-wide lens

6. Operating Model

- Meeting Cadence: Monthly

DRAFT

- Format: Virtual
- Inputs: Project status reports, risk and issue logs, implementation plans
- Decision Style: Advisory discussion; no formal voting

Meeting summaries will be documented as part of the project record and shared with Library Leadership Group and posted on the Extranet.

7. Escalation and Integration

- Significant risks or issues identified by the PSC may be elevated to the Project Sponsor for awareness and consideration
- The PSC complements but does not replace previously established processes or governance

8. Duration

The PSC is a temporary, phase-limited body, established at the start of implementation. Its work will continue until centralized physical collection services are operating in a steady state as determined by the Project Sponsor, unless extended by WCCLS.

9. Guiding Principles

The PSC will operate with a shared commitment to:

- Transparency and clear communication
- Respect for all members' experiences and expertise, while recognizing established governance roles
- Stewardship for the system overall and the community it serves
- Constructive, solution-oriented collaboration

DRAFT

Timeline

Appendix B

Draft Project Timeline

- June 2026 – ongoing: Regular Partner Library visits by WCCLS staff to meet with Library staff experts, understand local practices, layouts, specialties, and concerns
- July 2026: kicking off project steering committee composed of 4 Partner Library, chosen by Library Leadership Group
- By end of September 2026: finalize MOU with Partner Libraries
- July 2026 – September 2026: work with full Library Leadership Group to develop a collection management policy and request for reconsideration policy
- By August 31, 2026: a project scope defining in-scope and out-of-scope formats developed and shared
- August 2026 – October 2026: RFPs to establish vendor contracts for book orders
- October 2026 – January 2027: process development for ordering, processing, distribution with more structured staff engagement
- January 2027: begin piloting and refining processes with willing pilot Partner Libraries
- July 2027: first Partner Libraries onboarded
- By June 2028: final Partner Libraries onboarded

DRAFT

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Assistant City Manager/Finance Director

DATE: September 28, 2026

SUBJECT:
Discussion Regarding City Council Compensation

EXECUTIVE SUMMARY:
During the Council deliberations for the Fiscal Year 2026-2027 budget adoption, questions were raised about the current level of compensation for the Mayor and Council members. Council agreed to ask staff to add a discussion on a future Council Work Session.

Staff has researched the history of the current compensation items, as well as what other entities provide for council compensation. Staff will provide an update on their findings for discussion by the City Council.

ATTACHMENTS:

CITY of TUALATIN

Council Compensation Discussion

September 28, 2026

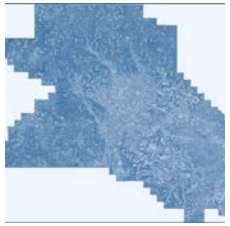
Current Compensation

Technology Stipend	• Adopted by Resolution in January 2013 • $750 received at beginning of term, grossed up for taxes
Health and Dental Insurance	• Adopted by Resolution in March 2001 • Offer @ 90/10 cost share • Mayor – Full Family ($2,834/month) • Council – Single Party ($985/month)
$20 Credit on Utility Bill	• In place prior to 1986

FY 26-27 Budget = $67,030

CITY of TUALATIN

Surveyed Neighboring Cities



Washington County

Banks
Beaverton
Cornelius
Durham
Forest Grove
Hillsboro
King City
Sherwood
Tigard



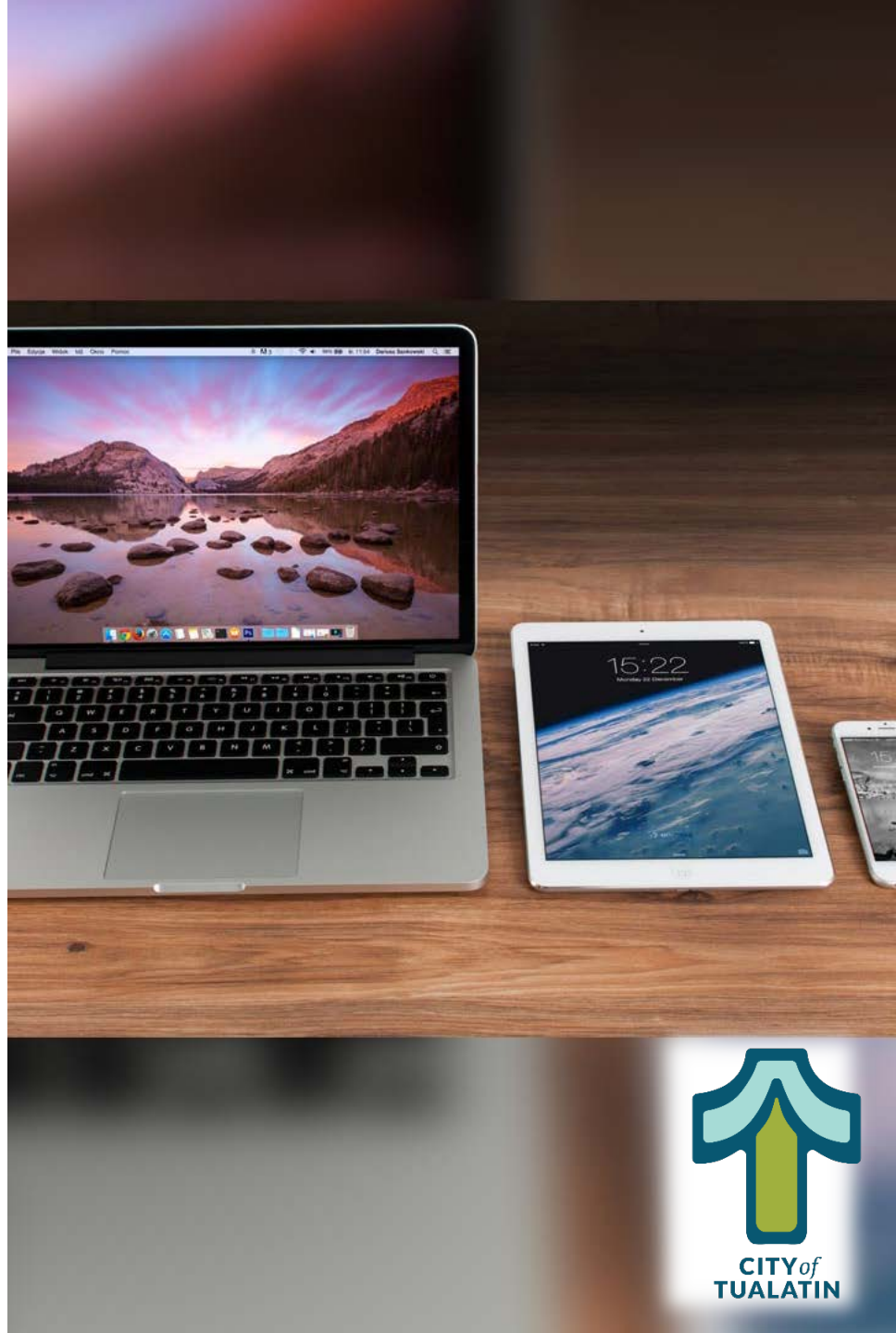
Clackamas County

Canby
Estacada
Gladstone
Happy Valley
Lake Oswego
Molalla
Sandy
West Linn
Wilsonville

CITY of TUALATIN

Technology

- 8 of 18 cities surveyed offer some technology related benefits
  - 3 cities provide city-owned laptop and/or cell phone
  - Hillsboro offers choice of city-owned laptop or monthly stipend
  - Happy Valley offers city cell phone or monthly cell phone stipend – no technology stipend/reimbursement
  - Estacada provides monthly stipend for cell and internet
  - Sandy provides free internet from the City's Broadband service
- Forest Grove offers a similar benefit as Tualatin
  - $850 per term stipend for purchase of device
- Tualatin went from city-owned devices to stipend in 2013 due to tax implications and council device preferences



Health Benefits

- Only 3 cities surveyed offer health benefits
  - Wilsonville offers benefits at a 90/10 cost share
  - Beaverton's Mayor and Council can purchase coverage at the City's cost
  - Tigard provides for 50% coverage under the City's plan
- Hillsboro doesn't offer health benefits, but provides Term Life Insurance of $10,000



General Stipend

- 11 cities offer some form of monthly/annual monetary compensation
  - All but 1 of these 11 have separate amounts for the Mayor and the rest of the Council
    - 3 cities offer separate amounts for the Council President
  - Only 3 cities offer ability to purchase health and dental coverage, in addition to monthly stipend

CITY of TUALATIN

Other Compensation

City	Benefit
Tualatin	$20 Credit on Utility Bill
Hillsboro	Annual Membership at City Recreation Facilities Annual TriMet Pass
Tigard	Mayor - $3,300/year vehicle allowance
Sandy	Free Gym Membership at City Facility

CITY of TUALATIN

Questions?

WASHINGTON COUNTY CITIES				
Who	**General Stipend**	**Technology**	**Health Benefits**	**Other**
Tualatin	**N/A**	**$750/term-device purchase**	**Offer @ 90/10 cost share Mayor-full family, $2,834/mo city cost Councilors-employee only, $985/mo city cost**	**$20/mo water bill discount**
Banks	Mayor - $ 300/2x/yr Councilor - $ 150/2x/yr *referred to as a reimbursement*	City-issued laptop	N/A	N/A
Beaverton	Mayor - $11,842/mo (Full-Time) Councilor - $ 2,208/mo	N/A	Can buy at City cost	N/A
Cornelius	$ 250/mo	N/A	N/A	N/A
Durham	N/A	N/A	N/A	N/A
Forest Grove	Mayor - $ 1,000/mo Council President - $ 792/mo Councilor - $ 667/mo	$20/mo-internet access $850/term-device purchase	N/A	N/A
Hillsboro	Mayor - $ 4,000/mo Mayor - $ 350/mo expense stipend Council President - $ 1,300/mo Councilor - $ 1,050/mo	Option of laptop -or- $75/mo tech stipend	Term life insurance of $10,000	Annual membership at City recreation facilities Annual TriMet pass
King City	N/A	N/A	N/A	N/A
Sherwood	N/A	N/A	N/A	N/A
Tigard	Mayor - $ 5,131/mo Councilor - $ 674/mo	City-issued cell phone (or $396/yr stipend) City-issued laptop	Eligible for 50% coverage under City plan	Mayor - $3,300/yr vehicle allowance

CLACKAMAS COUNTY CITIES				
Who	**General Stipend**	**Technology**	**Health Benefits**	**Other**
Tualatin	**N/A**	**$750/term-device purchase**	**Offer @ 90/10 cost share Mayor-full family, $2,834/mo city cost Councilors-employee only, $985/mo city cost**	**$20/mo water bill discount**
Canby	Mayor - $ 200/mo Councilor - $ 100/mo	N/A	N/A	N/A
Estacada	N/A	$75/mo-reimbursement for cell & internet	N/A	N/A
Gladstone	N/A	N/A	N/A	N/A
Happy Valley	Referred a measure to the voters in 2020 that would have authorized the Mayor to receive a $750/mo stipend. It did not pass	$49/mo phone stipend -or- receive a city-issued phone	N/A	N/A
Lake Oswego	Mayor - $ 556.37/mo Councilor - $ 247.22/mo	N/A	N/A	N/A
Molalla	Mayor - $ 200/mo Councilor - $ 150/mo	N/A	N/A	N/A
Sandy	N/A	Free internet from City broadband (valued @ $52/mo)	N/A	Free gym membership @ City facility (valued @ $50/mo)
West Linn	Mayor - $ 2,500/mo Councilor - $ 1,250/mo	Provide laptop and city cell phone	N/A	N/A
Wilsonville	Mayor - $ 2,300/mo Council President - $ 1,150/mo Councilor - $ 850/mo	N/A	Offer @ 90/10 cost share	N/A

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Greg Pickering, Chief of Police

DATE: September 28, 2026

SUBJECT:
Proclamation declaring the month of October as Domestic Violence Awareness Month

EXECUTIVE SUMMARY:
Domestic Violence Awareness Month provides an excellent platform to show support for the domestic violence advocates, crisis hotline staff, victim service organizations, the prosecutors who hold offenders accountable and law enforcement officers in our community. It also provides our community the opportunity to learn more about preventing domestic violence and show support for the numerous organizations and individuals who provide critical advocacy, resources, hope and assistance to victims.

ATTACHMENTS:

-Proclamation – Domestic Violence Awareness Month

CITY of TUALATIN

Proclamation

WHEREAS, domestic violence is a serious crime that affects people of all backgrounds and abilities but often has a disproportionate effect on communities and groups impacted by inequity; and

WHEREAS, domestic violence includes physical, emotional, social, sexual, spiritual, financial, and digital abuse; and can occur between family members, intimate partners and within dating relationships; and

WHEREAS, 1 in 2 women and 1 in 6 men in Oregon report having experienced domestic violence, stalking, sexual assault or physical assault by an intimate partner during their lifetimes; and

WHEREAS, domestic violence impacts vulnerable victims including children, as approximately 50% of Washington County children who are child abuse victims also live in homes with domestic violence; and

WHEREAS, in 2025, the Family Justice Center served over 6,000 survivors and the Domestic Violence Resource Center provided over 7,400 crisis services to survivors despite challenges due to the pandemic; and

WHEREAS, domestic violence incidents are some of the most complex and dangerous incidents that law enforcement respond to in our community, putting their lives at risk every day in the belief that a coordinated community response is necessary to support survivors, hold offenders accountable and work toward ending the cycle of violence;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon Tualatin designates the month of October 2026 as "*Domestic Violence Awareness Month*". Domestic Violence Awareness Month provides an excellent platform to show support for the domestic violence advocates, crisis hotline staff, victim service organizations, the prosecutors who hold offenders accountable and law enforcement officers in our community. It also provides our community the opportunity to learn more about preventing domestic violence and show support for the numerous organizations and individuals who provide critical advocacy, resources, hope and assistance to victims.

INTRODUCED AND ADOPTED this 28nd day of September, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

CITY of TUALATIN

Proclamation

WHEREAS, access to mobility is fundamental to health, safety, economic opportunity, and community connection, enabling residents of Tualatin to reach education, employment, medical care, food, recreation, faith communities, and social networks; and

WHEREAS, transportation is the second-largest household expense for most families, and the American Automobile Association estimates that the average cost of owning and operating a vehicle exceeds $12,000 per year, placing significant financial strain on households, particularly low- and moderate-income families; and

WHEREAS, transportation costs are directly tied to housing and land use decisions, and communities that lack affordable housing near jobs, schools, healthcare, and essential services often require residents to travel farther and rely more heavily on costly car ownership; and

WHEREAS, nearly one-third of people in the United States do not have a driver's license due to age, disability, income, health conditions, or other barriers, and many others face temporary or permanent circumstances that prevent them from driving; and

WHEREAS, not all neighborhoods in Tualatin have safe sidewalks, accessible curb ramps, protected bike infrastructure, reliable public transit, or land use patterns that allow daily needs to be met within a reasonable distance; and

WHEREAS, transportation is a leading source of greenhouse gas emissions in the United States, and expanding safe, accessible options for walking, rolling, biking, and public transit supports climate action, cleaner air, and environmental stewardship; and

WHEREAS, communities designed with multiple transportation options support local businesses, reduce traffic injuries and fatalities, improve public health, and create vibrant, connected neighborhoods; and

WHEREAS, experiencing a week without driving offers residents and leaders an opportunity to better understand the barriers faced by nondrivers and to identify practical solutions that promote safety, affordability, accessibility, climate resilience, and equitable land use;

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

October 1–8, 2026 is Week Without Driving

in Tualatin and encourage residents, community organizations, businesses, and public officials to participate, reflect, and work toward a future where everyone—regardless of age, ability, or income—has safe, affordable, and sustainable transportation options.

Introduced and Adopted this 28th day of September, 2026.

CITY OF TUALATIN, OREGON
BY _____
Mayor

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: September 28, 2026

SUBJECT:
Consideration of Approval of the Work Session and Regular Meeting Minutes of September 14, 2026

RECOMMENDATION:
Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

-City Council Work Session Meeting Minutes of September 14, 2026

-City Council Regular Meeting Minutes of September 14, 2026

TUALATIN CITY COUNCIL

OFFICIAL WORK SESSION MEETING MINUTES
FOR SEPTEMBER 14, 2026

PRESENT: Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco, Councilor Octavio Gonzalez

---

Mayor Bubenik called the meeting to order at 5:36 p.m.

1. ***Update & Report on the Contextualized Housing Needs Analysis.***

Senior Planner Erin Engman introduced ECOnorthwest consultant Matt Craigie, who presented an update on the Contextualized Housing Needs Analysis (CHN). Consultant Craigie explained that the CHN is being developed alongside the Housing Capacity Analysis (HCA) and will help establish the data needed for future housing policy discussions. He stated a Housing Production Strategy will follow and will focus more directly on policy options and actions the City could consider.

Consultant Craigie reviewed housing affordability in Tualatin, noting the Portland region's area median income is approximately $130,000 annually. He stated a household earning the area median income could afford approximately $3,000 per month in rent or a home priced between approximately $320,000 and $390,000. In comparison, Tualatin's median home sale price is approximately $640,000 and median rent is approximately $1,800 per month.

Consultant Craigie stated household incomes have increased in Tualatin and Washington County since 2010, but housing costs have increased at a faster rate. He explained that the relationship between home values and household income has become increasingly strained, with a home in Tualatin now valued at approximately six times annual household income. He noted a ratio between three and four is generally considered a healthier relationship between income and housing costs.

Consultant Craigie stated Tualatin has comparatively lower rents than several peer communities in the region. He reviewed demographic trends, noting Tualatin has a comparatively younger median age while its older population is growing. Approximately 11% of residents were over age 60 in 2010 compared with approximately 21% today. Tualatin also has a higher share of larger households, with approximately 42% consisting of three or more people.

Consultant Craigie stated approximately 10% of Tualatin residents have one or more disabilities. He also reviewed changes in race and ethnicity, noting the Hispanic population has grown from approximately 16% of the community in 2010 to 23% in 2024. He stated disparities exist in housing tenure, with nearly 80% of Hispanic residents renting compared with approximately 66% of white non-Hispanic residents who own their homes.

Consultant Craigie reviewed housing cost burden, which is defined as spending 30% or more of household income on housing costs, while households spending 50% or more are considered severely cost burdened. He stated approximately 51% of renters in Tualatin are cost burdened, including 27% who are severely cost burdened. Approximately 35% of all Tualatin households are

cost burdened. He noted cost burden is particularly acute among renters and that younger and older residents are more likely to experience housing cost burden.

Consultant Craigie stated staff and the consultant team are conducting community engagement as part of the analysis and recently met with the Tualatin Aging Task Force. That discussion included challenges faced by residents regarding fixed incomes and the need for accessible housing units. Additional engagement with community focus groups is ongoing. He stated the analysis will also include a historical review of housing development and exclusion patterns in Tualatin.

Councilor Brooks asked whether the analysis includes information on residents who fall within multiple demographic groups, such as individuals who are older, have a disability, and are members of different racial or ethnic groups. Consultant Craigie stated the data can be analyzed across multiple demographic characteristics and agreed to explore those relationships further. Councilor Brooks requested additional information related to aging, disability, and race.

Councilor Brooks asked whether outreach had been conducted with St. Anthony Catholic Church, noting its community work and advocacy around housing, particularly within the Spanish-speaking community. Consultant Craigie stated he would work with staff to include the organization in the engagement process.

Councilor Gonzalez asked whether the team had gathered information about older residents who want to downsize from larger homes while remaining in Tualatin. Consultant Craigie stated this was a significant theme during the Aging Task Force discussion. He noted some older residents have substantial equity tied up in their homes but struggle to find smaller housing within the community that meets their needs and is financially feasible.

Mayor Bubenik added that Aging Task Force members expressed interest in having a 55-plus housing development in Tualatin.

Councilor Hillier asked whether the terminology and categories used to identify disabilities were industry standards and whether the information applied primarily to older adults. Consultant Craigie clarified that the disability data includes residents across age groups and is not limited to seniors.

Councilor Hillier asked whether the presence of senior and assisted living facilities in Tualatin could affect the demographic data. Consultant Craigie stated there could be a relationship between age and disability that influences the data. Councilor Hillier also noted the growth of Tualatin's BIPOC populations and emphasized the importance of including all parts of the community in future outreach.

Council President Pratt stated the findings aligned with what she has observed in the community. She asked whether renters paying approximately $1,800 per month have sufficient income remaining to build savings toward eventual homeownership. Consultant Craigie stated the quantitative data shows renters are more cost burdened than homeowners and that, despite Tualatin's comparatively lower median rent, renters remain particularly financially constrained.

Council President Pratt asked whether the process would ultimately result in recommendations the Council could consider, such as incentives for accessible or senior housing. Consultant Craigie stated the Housing Production Strategy, which will follow this work, is where Council will consider

policy choices and implementation actions. The current analyses will help establish the information necessary to inform those future decisions.

Mayor Bubenik stated the findings aligned with what he has observed in the community and noted that an $1,800 median rent can still be difficult to afford, particularly when multiple adults must share an apartment. He asked how unrelated adults living together are reflected in the data. Consultant Craigie stated they are captured as a non-familial household when individuals report the same residence through Census data. He noted this illustrates the importance of pairing quantitative data with community engagement to better understand residents lived experiences.

Consultant Craigie stated the team will return to the Planning Commission in October and to the City Council in November to present the Buildable Lands Inventory, which will examine where additional housing and redevelopment opportunities may exist within Tualatin.

2. ***Riverfront Park and Downtown Revitalization Project Coordination.***

Urban Renewal/Economic Development Policy Analyst Quin Brunner and Project Manager Kira Hein presented an update on coordination between the Riverfront Park and Downtown Revitalization projects. Analyst Brunner stated the two projects are closely connected and are being coordinated around a shared vision for the downtown area.

Project Manager Hein stated the 2022 Parks and Trails Bond identified the future Riverfront Park as one of the projects to be funded. She noted the consent agenda includes approval of the landscape architecture firm that will lead design and community engagement for the park. She introduced Berger Partnership and stated the firm's approach challenged staff to think beyond the park property line and consider how the project connects to the surrounding downtown area.

Analyst Brunner stated the Downtown Revitalization Project is entering Phase 3, which will include development of a downtown urban design framework and updated design standards. He stated Walker Macy will lead this phase of the work. Analyst Brunner stated the consultant team's approach includes early engagement with property owners and developers to help shape the framework and support future investment and redevelopment downtown.

Project Manager Hein stated the Riverfront Park is expected to be the first permitted and constructed project to align with the new downtown design standards. She emphasized the importance of coordinating the two projects so the park and downtown feel connected.

Analyst Brunner stated coordination will focus on shared community engagement, materials and finishes, the Boones Ferry Road frontage, and the Tualatin River Greenway Trail connection. He added that the Tualatin-Sherwood Road rail crossing study will also be coordinated with these efforts because of its potential impacts on both projects.

Council President Pratt thanked staff for the extensive public outreach planned for the projects.

Councilor Brooks stated she is excited about the collaborative approach and encouraged staff to provide Council with easy-to-share materials that could help promote community engagement.

Mayor Bubenik stated he was pleased to see the projects moving forward and noted the strong community interest in the Riverfront Park.

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

City Manager Sherilyn Lombos presented her Manager's Report. She stated the Emergency Preparedness Fair was successful, with approximately 200 people attending. The Tualatin Model Sailboat Regatta will be held September 19th, 1-4 p.m., at the Tualatin Commons. She provided an update on the Boones Ferry Road railroad crossing, stating ODOT met with the railroad and will return to make corrections to the crossing, with traffic control and flagging provided during the work. The National Community Survey closed with approximately 303 responses, and staff will present the results to Council on October 26th. A ribbon cutting for the microturbine InPipe project will be held October 12th prior to the Council meeting. Parks and Recreation staff completed small drainage improvements at Browns Ferry Park and the Chieftain/Dakota Greenway, and the Juanita Pohl Center welcomed a Meal Program Intern who will assist with meal program data collection and nutrition-related programming. Planning for the October 18th Pumpkin Regatta is underway. The Tualatin Arts Advisory Committee and Tualatin Parks Advisory Committee held a joint meeting in August, and the Parks Advisory Committee is interested in conducting community engagement to identify a suitable location for recreational fishing. The Tualatin-Sherwood Road Rail Study Virtual Open House is available through the end of September for community feedback. Manager Lombos also stated she attended a Metro City Managers meeting where a potential renewal of the Metro Parks and Nature levy was discussed, and Metro representatives would like to present information to Council at a future meeting.

Councilor Sacco stated she attended the CAC meeting. She reminded residents that Martinazzi Avenue is closed at Blake Street and encouraged drivers to use alternate routes.

Councilor Hillier stated she attended the Metropolitan Area Communications Commission meeting and the Architectural Review Board meeting.

Councilor Gonzalez stated he attended the Metropolitan Area Communications Commission meeting.

Councilor Brooks stated she attended the League of Oregon Cities Women's Caucus meeting and a Tualatin Valley Creates workshop.

Council President Pratt stated she attended the LAM Research ribbon cutting, the CAC meeting, the Clackamas County Coordinating Committee meeting, the Tualatin Historical Society fundraiser, and the CERT Emergency Preparedness Fair.

Mayor Bubenik stated he attended the Tualatin Historical Society fundraiser, the CERT Emergency Preparedness Fair, the Aging Task Force meeting, a Local Government Transportation meeting, and Washington County Chair Kathryn Harrington's meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 6:44 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor

TUALATIN CITY COUNCIL

OFFICIAL MEETING MINUTES
FOR SEPTEMBER 14, 2026

PRESENT: Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco
Councilor Octavio Gonzalez

Call to Order

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

Pledge of Allegiance

Announcements

1. Proclamation Declaring September 15-October 15, 2026 as Hispanic Heritage Month in the City of Tualatin

   Councilor Gonzalez and Reyes read the proclamation in English and Spanish declaring September 15-October 15, 2026 as Hispanic Heritage Month in the City of Tualatin.

2. Proclamation Declaring September 17-23, 2026 as Constitution Week in the City of Tualatin

   Councilor Sacco read the proclamation declaring September 17-23, 2026 as Constitution Week in the City of Tualatin.

   Daughters of the American Revolution Chapter Members Michele Gordon, Carol McCallum, and Marcha Hunt accepted the proclamation.

3. New Employee Introduction – Recreation Supervisor Erica Behler

   Recreation Manager Julie Ludemann introduced Recreation Supervisor Erica Behler. The Council welcomed her.

4. New Employee Introduction – Deputy Parks and Recreation Director Kyra Haggart

   Parks and Recreation Director Dustin Shull introduced Deputy Parks and Recreation Director Kyra Haggart. The Council welcomed her.

5. New Employee Introduction- Police Services Tech I Kayla Goodwin

   Police Chief Greg Pickering introduced Police Services Tech I Kayla Goodwin. The Council welcomed her.

Public Comment

Terence Dyson spoke about communication during recent emergency events and closures. He stated the city's social media communication was effective but noted residents who do not use social media

may not have been aware of water conservation efforts or railroad crossing closures. He suggested using the city's portable message boards to provide additional notice during similar events.

Victoria Fiske, representing Tualatin Community Gather, spoke about the city's complaint-based enforcement system. She expressed concerns that the system can result in inconsistent enforcement when one property is reported while a similar property is not. She also raised concerns about anonymous complaints, subjective ordinance language, and the potential for repeated or retaliatory complaints to result in disproportionate enforcement. She asked the city to consider whether additional safeguards are needed to ensure complaints and enforcement are handled consistently and equitably.

Consent Agenda

Motion to adopt the consent agenda made by Council President Pratt, Seconded by Councilor Sacco. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of August 24, 2026

2. Consideration of **Resolution No. 5994-26** Awarding and Authorizing a Contract with Walker Macy for the Downtown Tualatin Urban Design Framework and Design Standards Project

3. Consideration of **Resolution No. 5995-26** Awarding a Contract for the Design of Riverfront Park

Public Hearings - *Quasi-Judicial*

1. Consideration of Two Appeals of the June 17, 2026 Type II Architectural Review Decision Approving Architectural Review (AR) 26-0002, Lam Research TUB – Building "B" Addition, with Conditions

   Mayor Bubenik stated there has been a request to submit additional evidence, argument, or testimony in accordance with ORS 197.763(6). He stated no final decision would be made tonight. Mayor Bubenik stated they would open the public hearing, receive the city staff report, take public testimony, and then address the request.

   Mayor Bubenik asked if members of the Council need to disclose any ex-parte contacts, bias, or conflicts of interest.

   Council President Pratt disclosed that she conducted a site visit at Lam Research, attended the groundbreaking, and had communications with one of the appellants on unrelated matters. She stated she believed she could render a fair and impartial decision based on the evidence presented.

   Councilor Hillier disclosed that she served on the Architectural Review Board when the original matter was considered and recused herself during the subsequent City Council hearing because she had previously voted on the matter. She also disclosed a subsequent meeting and site visit with Bartan and Wayne Nobles at the Lam Research facility and attendance at the groundbreaking. She stated she believed she could render a fair and unbiased decision based on the applicable criteria.

Councilor Brooks disclosed that she toured Lam Research approximately eight years ago, presented an award to the company through the Tualatin Chamber of Commerce, knew one of the appellants, and served on the Tualatin Arts Advisory Committee. She stated she believed she could render an impartial decision based on the applicable criteria and evidence presented.

No members of the public challenged the impartiality of any Council member.

Mayor Bubenik opened the public hearing.

Planning Manager Teresa Montalvo and Associate Planner Keith Leonard presented the request for review of the architectural review decision for the Lam Research Building B addition, Case AR26-0002. Planner Leonard stated two appeals were filed following the staff decision issued June 17, 2026. He explained that if Council denies the appeals, the June 17th decision is affirmed and the approval stands. If Council approves an appeal, the decision is reversed.

Planner Leonard stated the site is located at 11259 SW Leveton Drive in the Manufacturing Park Zone and is part of the larger Lam Research campus. He stated the application was processed as a Type II Architectural Review. The city received 61 written comments during the comment period, and both appeals were filed June 30th within the appeal period.

Planner Leonard stated the proposal includes an approximately 3,900-square-foot, 31-foot-tall addition to an existing research and development laboratory, along with a scrubber pad on the north side of the building. He noted the addition would not generate additional vehicle trips or employees.

Planner Leonard explained that architectural review is standards-based and the Council may only consider criteria adopted in the Tualatin Development Code (TDC) that are applicable to the application. He stated conditions of approval require the completed development to comply with the environmental regulations of Chapter 63. Planner Leonard stated noise generated by the completed and operating development is regulated under the TDC and Municipal Code, but those requirements are operating obligations rather than architectural review approval criteria.

Planner Leonard stated the appellants' claims were grouped into six issues. Claim A asserted that the existing campus conflicts with the surrounding residential area and the addition would increase that conflict. He stated research and development laboratories are permitted outright in the Manufacturing Park Zone, the applicable development standards are met, and the concerns raised relate to existing operations rather than the proposed addition.

Planner Leonard stated Claim B alleged existing noise exceeds the city's nighttime noise limit and should be resolved before additional development is approved. He explained that noise compliance is determined and enforced through the city's code compliance process and is not an architectural review approval criterion. The proposed addition has not yet been constructed and therefore produces no noise to measure.

Planner Leonard stated Claim C asserted that a predictive noise model was incomplete because it omitted several noise sources. He explained the TDC does not require a noise model as part of this architectural review application and that compliance with noise standards is determined by measuring the facility once it is operating. He noted Lam Research submitted an updated predictive noise model on September 4th, although the model was not required for the architectural review.

Planner Leonard stated Claim D concerned the location where the city conducted sound measurements compared with measurements taken by the appellant's engineer. He stated the location of measurements during an enforcement investigation is a code compliance matter and not an architectural review approval criterion.

Planner Leonard stated Claim E concerned the purpose of the addition and its identification as a "chemical management building" on another agency's documentation. He stated research and development laboratories are allowed in the zone and the application expands an existing permitted use. He stated Tualatin Valley Fire and Rescue regulates the classification, storage, and handling of hazardous materials under the Oregon Fire Code, reviewed the application, and raised no concerns. He added that the Development Code does not require a chemical inventory as part of architectural review.

Planner Leonard stated Claim F raised concerns regarding fugitive dust, light trespass, vibration, airborne pollutants, and property values. He stated the environmental concerns correspond to standards in Chapter 63 and are addressed through the conditions of approval. He stated construction dust and erosion are addressed through required permits, and property value is not an architectural review approval criterion.

Planner Leonard stated the staff report addressed each of the appellants' claims and staff found no grounds to reverse the decision. He noted additional comments, documentation, and a petition had been received following issuance of the hearing notice. Staff determined those materials did not address applicable architectural review criteria and were not applicable to the appeal of the decision approving AR26-0002.

Mayor Bubenik asked whether any correspondence had been received that was not included in the agenda materials provided to Council. Planner Leonard confirmed that all materials received through that afternoon had been provided to Council.

Dana Krawczuk, Land Use Attorney representing Lam Research Corporation, and Ian Sisson with Mackenzie presented on behalf of the applicant. Ms. Krawczuk stated the proposal before Council is narrow and requested that Council deny the appeals and affirm the staff decision. She explained that issues outside the applicable architectural review approval criteria cannot form the basis for the Council’s decision. Ms. Krawczuk stated many of the arguments raised in the appeals are not new and were previously considered as part of the TUCS decision, including concerns related to noise, the Manufacturing Park Zone purpose statement, and performance standards. She stated concerns regarding existing operations are addressed through the city’s code compliance process and are separate from the architectural review of the Building B addition.

Ms. Krawczuk addressed compliance with the city’s noise requirements, stating predictive noise modeling is not required as part of architectural review. She noted Lam Research has voluntarily conducted additional modeling to evaluate existing and planned development, demonstrate ongoing compliance, and respond to community concerns.

Ms. Krawczuk also addressed concerns regarding chemicals that may be used in the laboratory. She stated hazardous materials are regulated through other applicable regulatory processes and are not an architectural review approval criterion.

Ms. Krawczuk stated the record demonstrates the proposal meets the applicable architectural review approval criteria and that other appropriate forums remain available to address operational concerns. She requested that Council deny the appeals and affirm the June 17th staff approval as supplemented by the September 14th staff report.

Appellants Brett Hamilton and Debra Anderson presented their appeal. Mr. Hamilton stated property owners and tenants have a right to quiet enjoyment of their property and expressed concerns that existing operations at Lam Research create nuisances related to noise, dust, vibration, and other impacts. He stated the appellants continue to challenge expansions because they believe additional development could increase those impacts.

Mr. Hamilton raised concerns regarding the purpose of the Building B addition and acronyms contained in the application materials that he believed relate to chemical management systems and acid waste neutralization. He stated the application did not provide sufficient information about these systems or the chemicals associated with the proposed addition.

Ms. Anderson expressed concerns regarding the potential impact of hazardous materials on neighboring residents and her property. She discussed a list of chemicals used at the Lam Research site obtained from the Oregon State Fire Marshal and expressed particular concern regarding silane gas and other hazardous substances. She referenced an off-site release planning document and asked whether hazardous materials could be located elsewhere on the property. She stated that if relocation was not possible, residents wanted additional information about emergency planning and how the surrounding neighborhood would be protected.

Mr. Hamilton stated the applicant should demonstrate that the proposed development can comply with applicable code requirements. He raised questions regarding provisions of the TDC addressing hazardous substances and expressed concerns about exterior lighting from existing development affecting nearby residential properties. He also addressed noise, stating the appellants believe the applicant should demonstrate that compliance with environmental noise standards is feasible.

Carrie Stanley, a registered acoustical engineer and owner of DSA Acoustical Engineers, presented an acoustical review prepared on behalf of the appellants and submitted a report into the record. Mr. Stanley stated he reviewed the noise studies associated with the application and conducted additional sound measurements between 2:00 and 4:00 a.m. on September 13th. He raised concerns about the methodology used in the applicant's predictive noise analysis, including the use of existing sound measurements, atmospheric conditions, background noise, and assumptions used to model future sound levels. He stated his analysis indicated the model may underpredict sound levels and recommended that the applicant provide additional modeling information for review.

Mr. Hamilton stated he did not believe relying on Lam Research to address noise impacts through its own actions would resolve residents' concerns. He stated the appellants were not seeking less development but wanted Lam Research to invest in improvements to its facilities and equipment that would reduce noise and other impacts on surrounding residential properties.

PUBLIC COMMENT

Victoria Fiske spoke in opposition to the decision. She expressed concerns about how information is communicated to the public, particularly when residents raise concerns about noise or other impacts. She stated residents may not have the technical expertise to present complaints in the same manner as engineers or other professionals, but their concerns should still receive substantive consideration. She also expressed concerns regarding the complaint and enforcement process and the hazardous materials discussed during the hearing.

Josette Henches spoke in opposition to the decision. She stated her family recently purchased a home near Lam Research and that information regarding the chemicals and potential emergency impacts discussed during the hearing had not been disclosed to them when they purchased the property. She expressed concerns about her family's safety and asked Council to consider nearby residents when reviewing the proposal.

APPLICANT REBUTTAL

Ms. Krawczuk responded to testimony regarding the predictive noise model and clarified the level of evidence she stated is required for an architectural review. She explained that noise requirements are performance standards that regulate how a use operates and are addressed once a use is operational, including through code enforcement when necessary. She stated there is no evidentiary or feasibility standard related to noise that must be satisfied as a prerequisite to architectural review approval. She noted that previous noise complaints had been investigated and that any new complaints would also be investigated through the city's enforcement process.

Ms. Krawczuk also addressed concerns regarding rooftop mechanical equipment, stating the architectural review considers the visibility and screening of the equipment. Mr. Sisson added that the application addressed the visibility of rooftop equipment and determined additional rooftop screening was not required because the equipment would be screened by distance, topography, and existing vegetation.

COUNCIL QUESTIONS

Council President Pratt asked whether hazardous waste would be present and, if so, when and how it would be addressed. Ms. Krawczuk stated the application is for an expansion of existing activities and that if materials prohibited by the code were present, compliance would be addressed through the ongoing conditions of approval and the city’s enforcement process. She noted the emergency planning materials submitted into the record relate to Washington County’s coordination with regional first responders in the event of an incident.

Councilor Brooks asked how rooftop HVAC equipment and fans are addressed through architectural review, including whether the review considers more than sightlines and screening. Planner Leonard stated the TDC includes screening requirements for mechanical equipment, while the mechanical and functional aspects of the equipment are reviewed by the Building Division for compliance with applicable building codes. He stated architectural review primarily considers site function and building architecture and does not evaluate the operation or noise generated by mechanical equipment.

Councilor Hillier stated she understood emergency planning was outside the scope of the architectural review but requested additional information in the future regarding evacuation and notification plans associated with hazardous materials. She stated it would be helpful to

understand how residents, the school district, and other affected parties would be notified and involved in the event of an emergency.

Mayor Bubenik stated the Council needed to consider Jonathan Mann's September 10, 2026 request to present additional evidence, arguments, or testimony regarding the application. He explained that under ORS 197.763(6)(a), a party may request an opportunity to present additional evidence, arguments, or testimony at the initial evidentiary hearing. If such a request is made, the Council must either continue the hearing or leave the record open for at least seven days. He stated the scope of additional evidence, arguments, and testimony submitted during that period is unrestricted and may include new information as well as responses to information previously submitted.

City Attorney Kevin McConnell stated staff recommended leaving the record open for at least seven days. He explained that staff would provide the participating parties with information regarding the process and requirements for submitting additional materials.

Councilor Hillier asked why the record needed to remain open, noting the appellants had previously submitted information. Mayor Bubenik stated Mr. Mann had requested additional time. Attorney McConnell clarified that Mr. Mann's September 10th public records request also included a request to submit additional evidence, arguments, or testimony and that the city was required by law to provide that opportunity.

Attorney McConnell requested a five-minute recess to confer with legal counsel for Lam Research regarding the open-record period.

Mayor Bubenik called for a five-minute recess.

City Attorney McConnell stated he had conferred with legal counsel for Lam Research regarding the open-record timeline and that staff would provide the applicable dates to all participants and post the information on the city's website. He stated the initial open-record period would close September 21st at 5:00 p.m. If a party requested an opportunity to respond to information submitted during that period, the response period would close September 28th at 5:00 p.m. Lam Research would then have until October 5th at 5:00 p.m. to submit its final argument. Staff would prepare an updated staff report for Council's consideration when the matter returned on October 12th.

Motion made by Councilor Brooks to leave the record open for 7 business days.

<u>Discussion on the Motion</u>

Planning Manager Teresa Montalvo stated the application was approaching the 120-day decision deadline. She noted staff had discussed an extension with the applicant, but the length of any extension had not been confirmed in writing.

Lam Research's legal counsel stated the applicant preferred the seven-day period to be based on calendar days so the matter could return to Council on October 12th.

AMENDED Motion to keep the record open for 7 calendar days made by Councilor Brooks, Seconded by Council President Pratt.

Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Mayor Bubenik closed the hearing.

Motion to reconvene for deliberations on October 12, 2026, made by Council President Pratt, Seconded by Councilor Brooks.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

General Business

1. Consideration of **Ordinance No. 1458-26** Amending Tualatin Municipal Code Chapter 11-09 to Update the CIO Boundary Map And Other Changes

   Urban Renewal Policy Analyst Quin Brunner and Interim Deputy City Manager Robin Doughty presented proposed changes to the Community Involvement Organization (CIO) boundary map. Analyst Brunner stated the CIO program was established in 2011 with an effort to provide each organization with approximately the same number of households. He noted not all households were originally included within a CIO and, as Tualatin has grown, the distribution of households among the organizations has become increasingly imbalanced.

   Analyst Brunner stated the proposed boundary map includes two substantial changes. The first extends the Byrom CIO boundary to include Autumn Sunrise and Plambeck Gardens. The second creates a new Downtown CIO using portions of the River Park and East Tualatin CIOs and incorporating several hundred households near downtown that were not previously included in a CIO. He stated four options were previously presented to Council and CIO leadership selected Option Four because it provided the most balanced distribution of households among the seven CIOs. All impacted CIOs approved the changes, and the full CIO leadership approved the proposal in July.

   Analyst Brunner stated three additional code amendments are proposed as part of the update. The changes include formally changing the program name from the Citizen Involvement Organization Program to the Community Involvement Organization Program, removing the Citizen Involvement Coordinating Committee requirement, and reducing the minimum number of general meetings required for an active CIO from two per year to one. He stated CIO leadership reviewed and supported the proposed changes.

   Councilor Gonzalez requested that Community Involvement Organization be spelled out rather than relying on the CIO acronym in public-facing materials. He stated spelling out the name provides greater clarity to residents unfamiliar with city acronyms and could help encourage community participation.

   Councilor Reyes expressed concern that the word “organization” may make participation sound more formal or difficult to access. She suggested considering terminology such as “Community

Involvement Committee," noting that "community involvement" may sound more welcoming to residents interested in participating.

Motion for first reading by title only made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Motion for second reading by title only made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Motion to adopt Ordinance No. 1458-26 amending Tualatin Municipal Code Chapter 11-09 to update the CIO boundary map and other changes made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

2. Consideration of **Ordinance No. 1459-26** Adjusting Building Inspection Program Fees for the City of Tualatin

Building Official Samantha Vandagriff presented proposed adjustments to the Building Inspection Program fees. Official Vandagriff stated the Building Division is responsible for enforcing statewide building codes through plan review, inspections, and code enforcement. Official Vandagriff stated building fees were last increased in 2023 with the goal of covering program costs and appropriately sizing the contingency fund. She noted rising personnel, material, and other operating costs have prevented the program from meeting those goals. Following Council's July 27th discussion, staff prepared a 15% fee adjustment with an annual 5% adjustment thereafter.

Official Vandagriff shared a comparison of the proposed residential and commercial fees with those of other jurisdictions and stated Tualatin's fees would remain on the lower end of the comparison following the adjustment. She also noted the proposal includes additional changes to address gaps in the existing fee schedule and update other fees.

Motion for first reading by title only made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Motion for second reading by title only made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Motion to adopt Ordinance No. 1459-26 adjusting Building Inspection Program fees for the City of Tualatin made by Councilor Brooks, Seconded by Councilor Sacco.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Hillier, Councilor Sacco
Voting Nay: Councilor Reyes, Councilor Gonzalez

MOTION FAILED FOR LACK OF UNANIMITY

3. Consideration of Recommendations from the Council Committee on Advisory Appointments

Council President Pratt, Councilor Reyes, and Councilor Sacco shared the names of recommended applicants. They thanked all applicants for applying.

Motion to approve the recommendations as presented made by Councilor Sacco, Seconded by Councilor Reyes.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Council Communications

Mayor Bubenik asked City Attorney Kevin McConnell to remind Council of the requirements regarding ex-parte contacts while the Lam Research matter remained pending.

Attorney McConnell recommended that Council members not have contact with any interested parties regarding the substance of the application before the matter returns to Council on October 12th. He stated that if any ex-parte contacts occur, Council members should disclose them when the hearing reconvenes prior to deliberations.

Adjournment

Mayor Bubenik adjourned the meeting at 9:15 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 9/16/2026

SUBJECT:
Consideration of Approval of a New Liquor License Application for Game Show Battle Rooms

RECOMMENDATION:
Staff respectfully recommends the Council approve endorsement of the liquor license application for Game Show Battle Rooms.

EXECUTIVE SUMMARY:
Game Show Battle Rooms has submitted a new application under the liquor license category of full on-premises sales. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. The business is located at 7059 SW Nyberg St. The application is in accordance with provisions of Ordinance No. 680-85 which establishes 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 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:

-Application
-Vicinity Map
-OLCC Categories

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

CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

Date 08/24/2026

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.

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.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business *(dba)*: Game Show Battle Rooms

Business address 7059 SW Nyberg St, City Tualatin State OR Zip Code 97062

Mailing address PO BOX 760 City St Joseph State MN Zip Code 56374

Telephone # 320-828-6545 Fax # N/A

Email mallorie@gameshowbattlerooms.com

Name(s) of business manager(s) First Rob Middle _____ Last Rubal

[redacted]

(attach additional pages if necessary)

Type of business Amusement and recreation - game show entertainment venue with bar service

Type of food served Shareables, pizza, appetizers, etc.

Type of entertainment (dancing, live music, exotic dancers, etc.) Live-hosted game show competitions

Days and hours of operation Monday - Sunday, 9:00 AM - 11:00 PM

Food service hours: Breakfast N/A Lunch 12 PM - 4 PM Dinner 4 PM - 11 PM

Restaurant seating capacity 100 Outside or patio seating capacity N/A

How late will you have outside seating? N/A How late will you sell alcohol? 11 PM

How many full-time employees do you have? 1 Part-time employees? 20-25

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of *Individual, Partnership, Corporation, LLC,* or *Other* applicants GSBR Portland LLC

Type of liquor license (refer to OLCC form) Full On-Premises Sales

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: Sauer, David Charles Marcus [redacted]

Full name: Letnes, Kevin John [redacted]

[redacted]

☐ **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] 09/04/2026

Signature of Applicant Date

For City Use Only

Sources Checked:

☑ DMV by JG ☑ LEDS by JG ☑ TuPD Records by JG

☑ Public Records by JG

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

0 Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

☑ Granted

☐ Denied

Cause of unfavorable recommendation: _____

_____

_____

_____ 9/15/26

Signature Date

Greg Pickering
Chief of Police
Tualatin Police Department

CITY OF TUALATIN
LIQUOR LICENSE APPLICATION

ADDITIONAL PAGE

Applicant: **GSBR Portland LLC**
Business location: 7059 SW Nyberg St, Tualatin, OR 97062

SECTION 3: DESCRIPTION OF LIQUOR LICENSE (continued)

LIMITED LIABILITY COMPANY — additional member.

Continued from Page 3. GSBR Portland LLC has three members; the two preceding members are listed on Pages 2 and 3 of the application.

Full name: Dockendorf, John Nicholas Date of birth: 04/19/1987

Residence address: 13538 Basswood Ln, Rogers, MN 55374

Game Show Battle Rooms - 7059 SW Nyberg St

TUALGIS



Attachment A
Vicinity Map

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

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Nic Westendorf, Deputy Public Works Director
DATE:	September 28, 2026

SUBJECT:
Resolution 5998-26 Authorizing the City Manager to execute a Reinstatement Agreement with the Oregon Department of Energy, accepting Energy Efficiency Community Development Block Grant (EECDBG) funds for the purchase of electric vehicles.

RECOMMENDATION:
Approve Resolution 5998-26.

EXECUTIVE SUMMARY:
The City was approached in July regarding an opportunity to receive additional Energy Efficiency Community Development Block Grant (EECDBG) funds. The Oregon Department of Energy (ODOE) identified the City as an interested recipient due to our previous EECDBG fund award for the micro-hydro turbine project at the Tualatin City Services site.

Staff met with ODOE staff to determine eligible expenditures and funding requirements and determined using the funds to purchase two electric vehicles for the City's fleet was a strong project for the funding source. It also allows the City to meet the expedited timeline, which requires the funds to be spent and the vehicles to be received by October 30, 2026.

If approved, staff will use the EECDBG funds, paired with some City funds, to purchase two electric vehicles. This will allow the City to use the full $60,000 award. Staff anticipate purchasing either Kia Niros or Chevy Bolts for use in the pool car fleet. Final price and model will be subject to availability. Oregon DEQ recently restarted the EV rebate program, which has increased demand and reduced stock on EV's, making inventory very dynamic.

Staff will also be pursuing the DEQ EV rebate for these vehicles to help further reduce City contributions. The standard rebate is $2,000 per vehicle, subject to funding availability.

This external funding opportunity supports the City's Climate Action Plan Focus Area 6 – Transportation Fuel Switching.

OUTCOMES OF DECISION:
If accepted, staff will execute the Reinstatement Agreement and receive the funds.

ALTERNATIVES TO RECOMMENDATION:
the City could decline the funds and not proceed.

FINANCIAL IMPLICATIONS:
The City will receive an additional $60,000 in EECDBG funds. The City may use supplemental funds, estimated at no more than $19,000, to fully utilize the grant award.

ATTACHMENTS:

- Resolution 5998-26
- Reinstatement/ Amendment No. 002 to Agreement No. 24-051 City of Tualatin EPID EECBG

RESOLUTION NO. 5998-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RESINSTATEMENT AGREEMENT BETWEEN THE CITY OF TUALATIN AND THE OREGON DEPARTMENT OF ENERGY (DOE) FOR THE PURCHASE OF ELECTRIC VEHICLES.

WHEREAS, the DOE identified the City as a eligible recipient for Energy Efficiency Community Development Block Grant (EECDBG) funds; and

WHEREAS, City staff determined that purchasing two electric vehicles for the City's fleet would be a good use of this funding source and would allow the City to meet the expedited timeline requiring funds to be spent by October 30, 2026; and

WHEREAS, if approved, the City will use the full $60,000 award, supplemented with City funds (estimated to be approximately $19,000.00), to purchase two electric vehicles for the City's fleet, as well as pursue DEQ EV rebate options to further reduce City contributions; and

WHEREAS, this opportunity supports the City's Climate Action Plan Focus Area 6 – Transportation Fuel Switching.

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

Section 1. The City Council hereby approves the Reinstatement Agreement between the City and the Oregon Department of Energy (DOE).

Section 2. The City Council hereby authorizes the City Manager to sign the Reinstatement Agreement, attached as Exhibit A. The City Manager is authorized to make administrative modifications to the agreement to fully implement its intent.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

INTRODUCED and ADOPTED by the City Council this 28th day of September, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

This Reinstatement and Amendment of Agreement No. 24-051 is made and entered into as of the date of the last signature below by and between the State of Oregon acting by and through its Department of Energy, hereinafter referred to as ["Agency"] and

City of Tualatin
Nic Westendorf
Deputy Public Works Director
10699 SW Herman Road
Tualatin OR 97062
503-691-3673
nwestendorf@tualatin.gov

Hereinafter referred to as ["Recipient"].

SECTION 1: RECITALS

WHEREAS, Agency and Recipient entered into Agreement No. 24-051 effective on August 13, 2024, incorporated herein by this reference (the Agreement);

WHEREAS, Agency and Recipient intended to amend the Agreement to extend its effectiveness through October 30, 2026;

WHEREAS, the proposed amendment number 002 to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date.

WHEREAS, the Agreement expired on May 30, 2026, in accordance with its terms; and

WHEREAS, Agency and Recipient desire to reinstate the Agreement in its entirety as of May 31, 2026, and to amend the Agreement (once reinstated) to extend its effectiveness through October 30, 2026; as set forth herein;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 2: AMENDMENT

A. **Reinstatement:** Agency and Recipient hereby reinstate the Agreement in its entirety as of May 31, 2026, and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. Agency and Recipient further agree that, upon the amendment of the Agreement pursuant to Paragraph B below, the Agreement was, is, and will be in full force and effect from the effective date through the expiration date set forth in Section 1 as amended, subject to the termination provisions otherwise set forth in the Agreement.

B. **Amendment:** Agency and Recipient hereby amend the Agreement. Language to be deleted or replaced is ~~struck through~~; and new language **is bold and underlined** unless a section is replaced in its entirety.

1. **Section I. PURPOSE AND AUTHORITY**
   B. Agency enters this grant agreement under this award to reimburse Recipient for expenses not to exceed ~~$115,000~~ **$175,000** for the purchase of an electric vehicle, where Agency is carrying out the purpose of the federal award pursuant to its authority contained in ORS 469.030(2).

2. **Section II. TERM OF AGREEMENT**
   This agreement takes effect on the date of the last signature below ("Effective Date") and unless terminated or extended, this grant agreement expires on ~~May 30, 2026~~ **October 30, 2026** ("Expiration Date"). The period from the Effective Date to ~~May 30, 2026~~ **October 30, 2026** is referred to as the "Performance Period." Agency will make no payment for any services performed or expenses incurred outside of the Performance Period.

3. **Section IV. RECIPIENT'S OBLIGATION**
   C. Grant Reimbursement Requests
   1. Basis of Payment. This is a reimbursable grant program. Recipient must submit the final request for reimbursement to Agency within thirty (30) calendar days of termination of this Agreement and is due no later than ~~May 30, 2026~~ **October 30, 2026**.

4. **Section V. AGENCY'S OBLIGATION**
   Provide funds. Agency agrees to pay Recipient the total sum not to exceed ~~$115,000~~ **$175,000** ("Grant Funds") to reimburse Recipient for the allowable costs of implementing the Project as described in Exhibit A upon the following conditions:

5. Exhibit A of the Agreement is replaced in its entirety with "Revised" Exhibit A, in the form attached to this Reinstatement/Amendment as Attachment 1, effective on the Amendment Effective Date.

6. Certifications:
   6.1 The parties expressly affirm and ratify the Agreement as herein amended.

   6.2 Recipient certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the same time of this Amendment.

   6.3 This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

   6.4 Certification: By signature on this Amendment, the undersigned hereby certifies for Recipient under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. Recipient certifies that the representations, warranties,

and certifications contained in the original Agreement are true and correct as of the effective date of this Reinstatement and Amendment and with the same effect as though made at the time of this amendment.

RECIPIENT BY EXECUTION OF THIS REINSTATEMENT AND AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS REINSTATEMENT AND AMENDMENT TO THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

RECIPIENT: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Agreed to and Signed By**:**

CITY OF TUALATIN

_____
Signed:

_____
Name/Title

Date:_____

STATE OF OREGON
Acting by and through its
Department of Energy

_____
Alan Zelenka, Assistant Director

Date: _____

_____
Danae Hammitt, Designated Procurement Officer

Date: _____

_____
Janine Benner, Director

Date: _____

"Revised" EXHIBIT A

FEDERAL AWARD IDENTIFICATION (TO INCLUDE PROJECT DESCRIPTION AND BUDGET)

Federal Award Information (as required by 2 CFR 200.332)		Response
Subrecipient's name	(Program Lead to enter, based on Subrecipient application)	City of Tualatin.
Subrecipient's unique entity identifier (UEI)	(Program Lead to enter, based on Subrecipient application)	Y5RPGGDM3LD8
Federal Award Identification Number (FAIN)	(Enter FAIN)	DE-GD0000377
Federal award date of award to the recipient by the Federal agency	(Enter Recipient Award Date)	December 1, 2023
Subaward period of performance start and end date	(Program Lead to enter, based on Section II of Agreement)	August 14, 2024 to October 30, 2026
Subaward budget period start and end date	(Program Lead to enter, based on Section II of Agreement)	August 14, 2024 to October 30, 2026
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient	(Program Lead to enter, based on Section I., subsection B. of Agreement, can expand to include budget per federal category)	$175,000
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation	(Program Lead to enter, may be the same as above, but may increase based on subsequent rounds of funding)	$175,000
Total amount of the federal award committed to the subrecipient by the pass-through entity	(Program Lead to enter, may be the same as above, but may increase based on subsequent rounds of funding)	$175,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	(Program Lead to enter)	Recipient will use funding for EECBG Blueprint #4A – Transportation – Electric Vehicles and Fleet Electrification.
Name of federal awarding agency, name of pass-through entity, and contact information for awarding official of the pass-through entity.	(Enter federal contact information)	Jason Nguyen Phone: 202-450-0524 U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden, CO 80401
Assistance Listing number and Title; the contributing agency must identify the dollar	(Enter federal award information)	81.128 Energy Efficiency and Conservation Block Grant Program (EECBG)

amount made available under each federal award and the Assistance Listing number at time of disbursement		
Identification of whether the award is research and development (R&D)		Yes ☐No ☒
Subrecipient indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	(Program Lead to enter, based on Subrecipient application)	N/A

The remainder of this page left blank intentionally.

CITY of TUALATIN

Tualatin's Transmission Line Leak

September 28, 2026

- 36” transmission line carries water from Portland to the City of Tualatin
- Small leak discovered by City of Tigard paving crew
- Tualatin crew investigates on site, leak grows.
- Line must be shut down to stop flow of water
- Shut down valves are 5,600’ apart





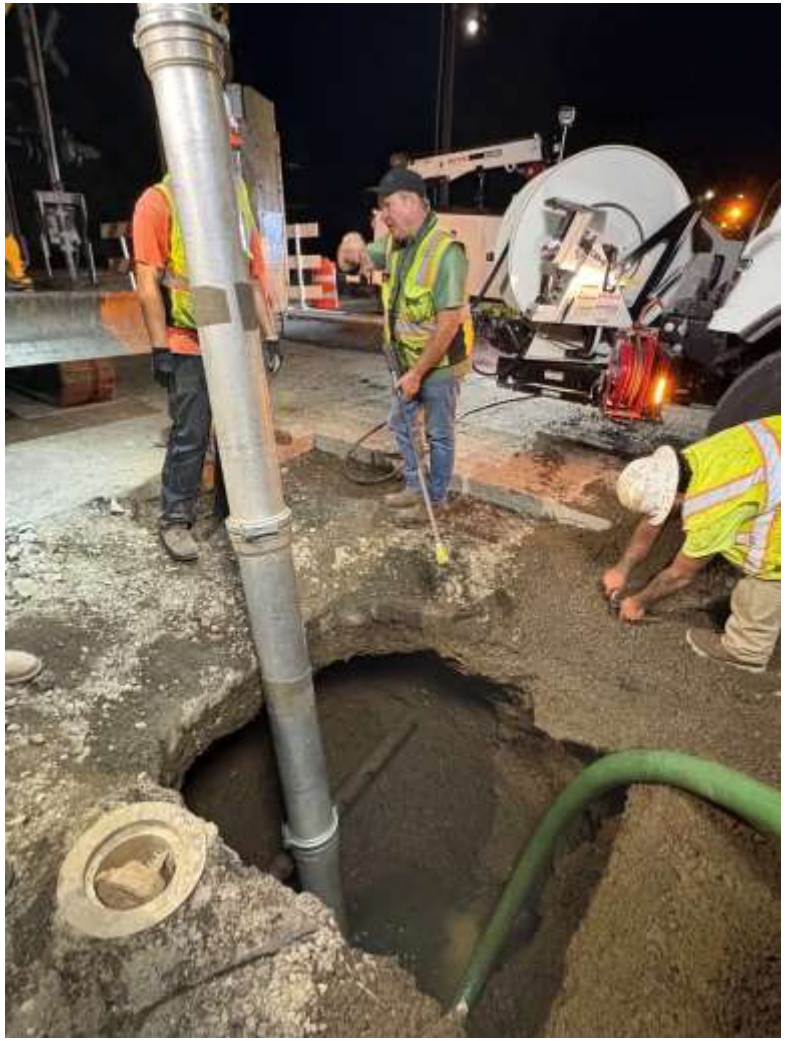
CITY of TUALATIN

- Force of water knocked manhole housing off of its base
- Removal of manhole, pumping begins
- Water must be out of the line for assessment of damage, and for repair to be made
- Location of leak was on a low spot along section of pipe





- **Pumping continues into the night, approx. 300,000 gallons must exit pipe**
- **Neighboring agencies assist in vac-ing and pumping of water: Tigard, Tualatin Valley Water District**
- **Crew remains on site overnight**

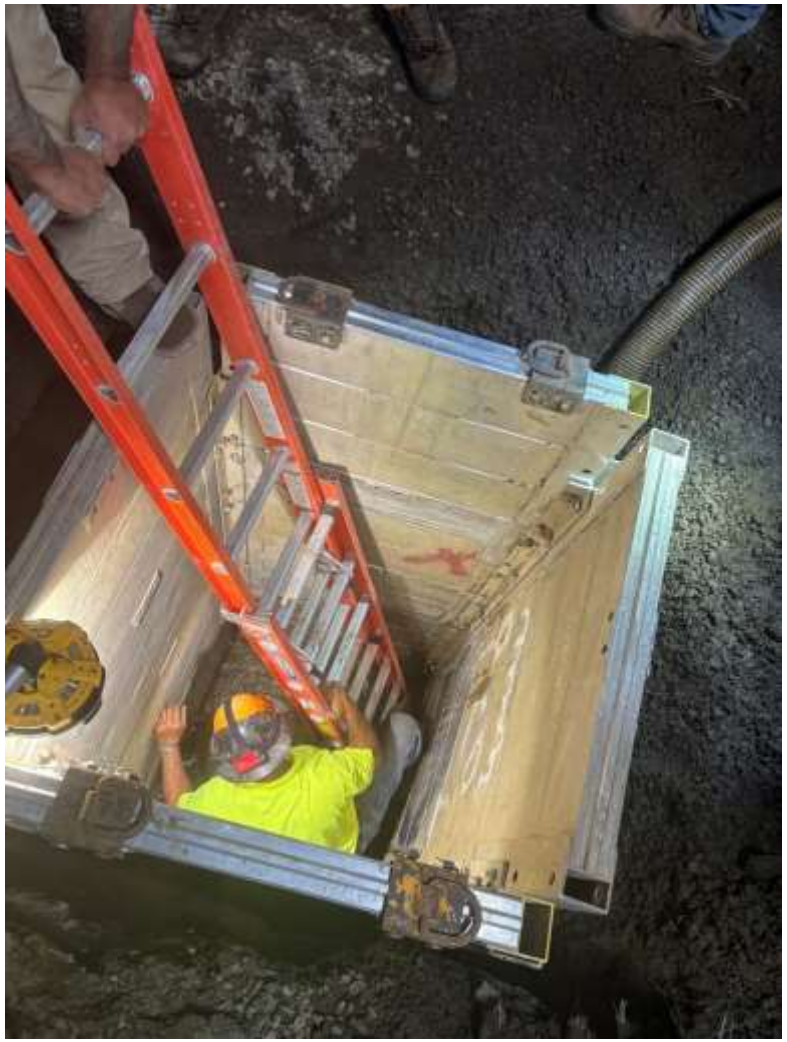




CITY of TUALATIN

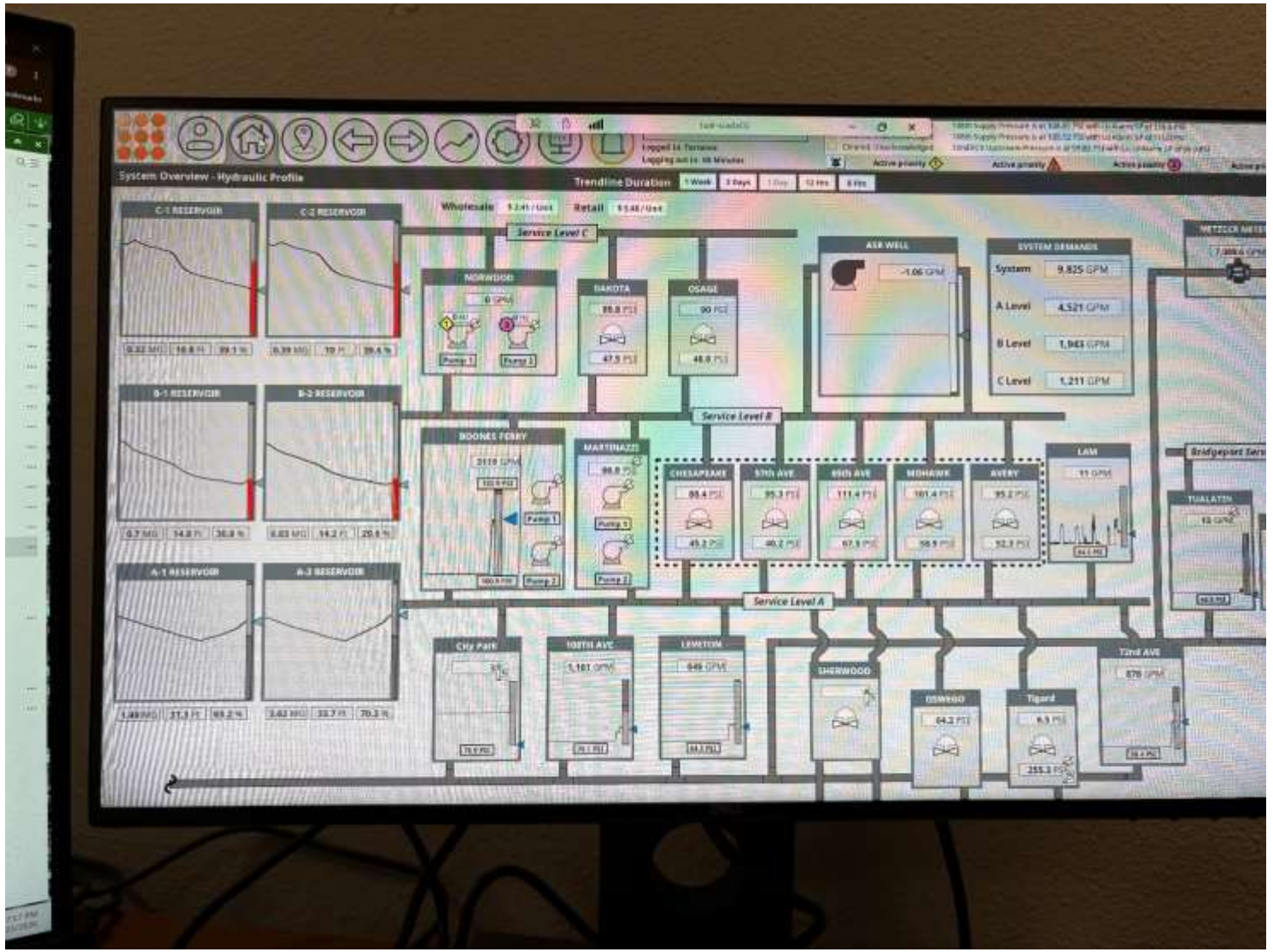
- **Eventually, we were able to make entry, but cannot make repair yet**
- **Line is not fully drained until 24-hours after leak was discovered**





CITY of TUALATIN

- **All the while…water levels in Tualatin are getting low**
- **Activation of interties with neighbors is needed to keep water flowing into the City**
- **Communication to residents and businesses asking for water conservation**



CITY of TUALATIN

- **Line is drained, full assessment of what is broken and repair plans made**
- **Repair work can now commence**





CITY of TUALATIN

- **Cap is fabricated and welded onto the top of the line.**
- **Slowly, line can be refilled**



CITY of TUALATIN

Key Takeaways

- Regional partnerships are crucial
- Communication with community – evolving situations require a balanced approach and tools at the ready
- Interties can provide us water in an emergency, but cannot meet full daily demand
- Backup supply for full daily demand and ease of use is crucial for water source resiliency

CITY of TUALATIN

CITY of TUALATIN

CITY OF TUALATIN

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Teresa Montalvo, Planning Manager
FROM:	Erin Engman, AICP, Senior Planner
DATE:	September 28, 2026

SUBJECT:
Consideration of Ordinance 1461-26, amending the Tualatin Development Code (TDC) related to food cart and food cart pod regulations under PTA 26-0002. The code amendments will establish a new application to review food cart development, identify review thresholds and approval criteria, and establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code.

BACKGROUND:
Tualatin's regulations largely prohibit food carts from operating in the commercial zones and where they are permitted, only one cart is allowed to be present at a site at any one time. Provisions for a food cart pod are limited to one development in the Basalt Creek Employment zone with frontage along Grahams Ferry Road. In contrast, many surrounding communities permit food cart pod uses and have established pod developments that have become community destinations.

As such, the Council's 2030 Vision identified an action item to revisit the food cart policy. In response, staff presented a summary of Tualatin's food cart regulations to City Council last year. The Council shared interest in allowing food cart pods downtown and in other commercial areas and asked staff to research food cart pod regulations and allowances of surrounding cities to explore where they are allowed, design standards, and utility requirements.

Staff then researched similar food cart regulations in Beaverton, Happy Valley, Sherwood, and Tigard and presented common best practices at a Council work session held on April 27, 2026. At the conclusion of the work session discussion, Council directed staff to update the food cart regulations to permit food cart pods in Tualatin's commercial zones, including the downtown area. Further direction was provided to encourage high-quality, destination food cart pod development including covered seating areas that provide weather protection and permanent and plumbed bathroom facilities.

EXECUTIVE SUMMARY:
This is a legislative matter for Council consideration of a Plan Text Amendment to various chapters of the Tualatin Development Code that will establish food cart regulations including a new application process and approval criteria for food cart and food cart pod development. The proposed food cart application process includes various review procedures that are scaled proportional to development impacts. Individual food carts and modifications to food cart pods that do not increase the number of food carts would be subject to a Type I review. These applications would be a staff-level decision and would not require public notice. Applications for food cart pods and modifications to food cart pods that increase the number of food carts would be subject to a Type II review. These applications are staff-level decisions that do require public notice. Applications for

food cart pods that propose 20 or more carts would additionally require a Type III conditional use permit that is decided by the Planning Commission and requires public notice.

The proposal would permit food cart pods in the following zones: General Commercial (CG), Central Commercial (CC), Office Commercial (CO), Mixed Use Commercial (MUC), Neighborhood Commercial (CN), and Basalt Creek Employment (BCE). While individual food carts would be permitted to operate in the following zones: Institutional (IN), Commercial Recreation (CR), Medical Center (MC), Light Manufacturing (ML), General Manufacturing (MG), Manufacturing Park (MP), and Manufacturing Business Park (MBP).

The proposal will also establish design standards that support vibrant food cart destinations while promoting public safety, quality design, and flexibility for future development. Food cart pod development will be required to provide amenity structures while complying with setback, circulation, and utility standards to encourage compatibility with surrounding land uses. These standards include regional best practices and have been workshopped by the Engineering, Building, and Economic Development Divisions, TVFR, and the Fats, Oils, and Grease (FOG) Program Coordinator at Clean Water Services (CWS). The Planning Commission also reviewed a preliminary draft code and provided policy direction during a work session held on July 15. They accepted the proposed zoning allowances, application approach, and directed staff to clarify the covered seating area standard so that it emphasized that permanent coverage for weather protection is required.

The project Findings and Analysis are included as Exhibit 1 and found the project will comply with applicable development code criteria. Public noticing requirements for the legislative process have been satisfied under Exhibit 4.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission held a public meeting on August 19th to review the plan text amendment package. After the staff presentation, two members of the public provided testimony on the subject. One inquired if staff had contacted restaurants as part of the public engagement effort. Staff shared that the Tualatin Chamber of Commerce was notified of the project and upcoming public hearing as part of the legislative process, but that they were not directed to engage with restaurants more broadly. The other shared that the proposed code precludes a small food cart pod from developing. They asked the Planning Commission to pause the project to consider adding a new tier to support food cart pods between 2-4 carts with fewer requirements (no plumbed bathroom or covered seating). A robust discussion followed. Based on this testimony, the Planning Commission made a motion (five in favor, one against) for City Council to adopt PTA 26-0002, to amend the Tualatin Development Code and to adopt food cart pod regulations in support of Tualatin's 2030 vision. They also included a caveat that Council consider a tiered approach that would add regulations for small food cart pods (2-4 carts) under a Type II review that do not require permanent bathroom facilities or plumbed connections to city utilities.

Consideration of a tiered approach would require additional research to better understand best practices for food cart pods that are between two to four carts. Supplemental work sessions would be recommended to refine code standards for small food cart pods.

OUTCOMES OF DECISION:
Adoption of Ordinance 1461-26 would amend the development code to:

- Provide food cart and food cart pod definitions;
- Establish Food Cart Application thresholds, process, and approval criteria;
- Establish food cart pod development standards and update existing standards applicable to individual food carts;
- Exempt signage on individual food carts from sign code;
- Classify food carts and food cart pod use under the eating and drinking establishment category;
- Apply zoning regulations for food carts and food cart pods; and

- Clarify size and location limitations applied to food cart pod development in BCE zone.

POSSIBLE COUNCIL ACTIONS:

- Approve Ordinance 1461-26 as written;
- Approve ordinance and consider directing staff to bring an amendment for a small tier food cart pod approach under a future project; or
- Continue discussion and direct staff to come back with full package that includes regulations for a small tier food cart pod and other amendments desired by Council.

ATTACHMENTS:

Ordinance 1461 - 26

Exhibit 1 – PTA 26-0002 Findings and Analysis

Exhibit 2 – PTA 26-0002 Text Amendment (Clean)

Exhibit 3 – PTA 26-0003 Text Amendment (Formatted)

Exhibit 4 – Public Notice

Exhibit 5 – Public Comments

Presentation

CITY of TUALATIN

PTA 26-0002: Food Cart Regulations

September 28, 2026 – Legislative Hearing

Agenda

- Background
- Work session recap
  - Council direction to staff
- Overview of code amendments
- Engagement efforts / Public notice
- Approval criteria
- Planning Commission recommendation
- Questions of staff
  - Deliberation

CITY of TUALATIN

Background

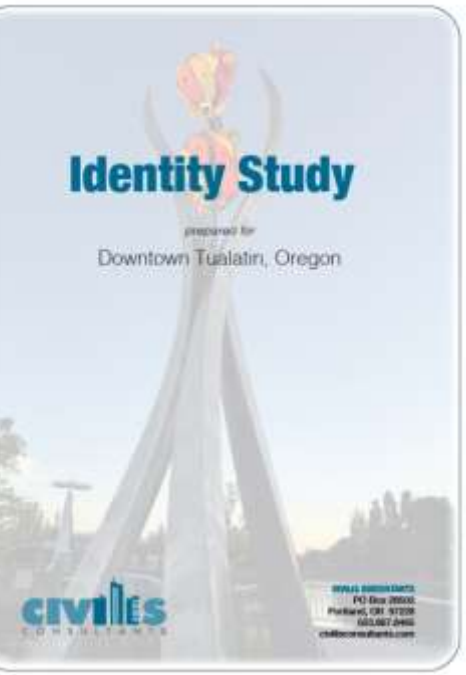
Council 2030 Vision

- Identified an action item to revisit the food cart policy and specifications.

Downtown Identity Study

- Overwhelming community interest in a food cart pod downtown near parks.
- A food cart pod would support the following community identity frameworks:
  - Circulation
  - Activity

Market Interest



Work Session Discussion

April 27

- Staff presented local best practices for food cart pod development including an overview of peer city standards



Council Direction

- Proceed with establishing food cart pod regulations and standards that encourage destination development, including:
  - Site-built and plumbed restrooms (no porta-potties)
  - Covered seating areas for weather protection
- Standards should not be so permissive that the market gets oversaturated.

What to consider?

Benefits

- Small business incubation
- Lower barriers to entrepreneurship
- Expanded dining options
- Activity in commercial districts
- Flexible redevelopment of vacant or underutilized sites
- Increased tax base and economic activity

Potential Concerns

- Noise
- Traffic
- Parking
- Trash
- Outdoor seating
- Hours of operation
- Lighting
- Compatibility with nearby residential areas

Project Purpose

- To permit food carts to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public.
- Food carts provide opportunities for small-scale entrepreneurship and encourage the use of underutilized parking areas.
- Food cart pods provide unique eating and drinking options that serve as community destinations and gathering spaces.



Overview of proposed amendments

CHAPTER	PROPOSED AMENDMENT
31	• Provide food cart and food cart pod definitions
32 & 33	• Adds Food Cart Application, review thresholds, and procedures
34	• Establish food cart pod standards and update standards applicable to individual food carts
34 & 38	• Clarify regulation of signage on food carts
39	• Classifies food carts and food cart pods as an eating and drinking establishment use
Various	• Application of zoning regulation for food carts and food cart pods

Definition / Use Category

- *Food Cart*. A mobile vehicle, such as a food truck, trailer, or cart, from which service of food and/or beverages is provided to walk-up customers.
- *Food Cart Pod*. A site containing two or more food carts and associated amenities on private property.

Eating and Drinking Establishments

Characteristics. Sell food and/or beverages to the public for on-site consumption and/or take-away service.

Examples of Uses

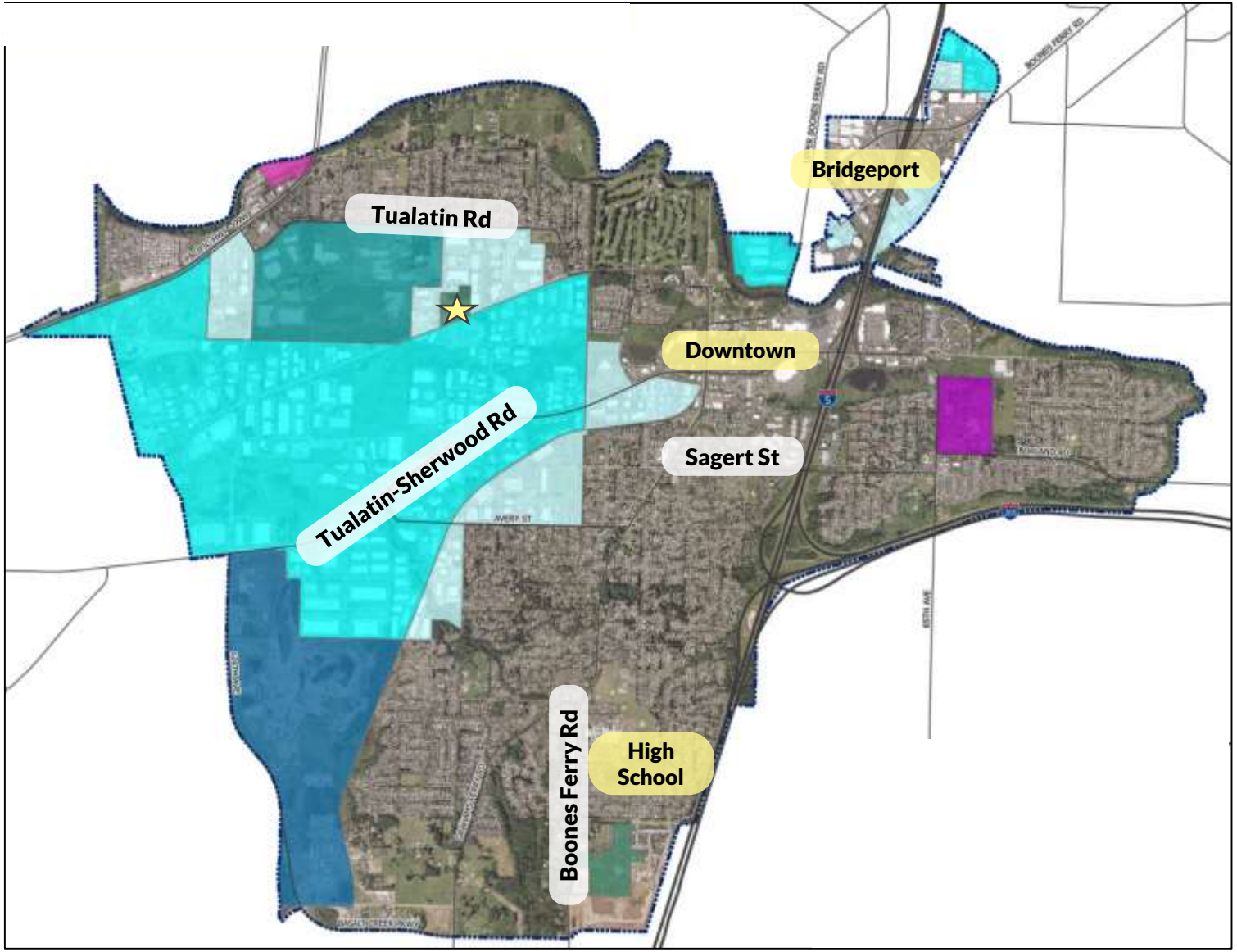
- Cafes, coffee shops, and delicatessens.
- Restaurants with or without take-out facilities.
- **Food carts and food cart pods.**
- Taverns, cocktail lounges, brew pubs, and bars.







Where would individual food carts be allowed?



Planning Area Boundary

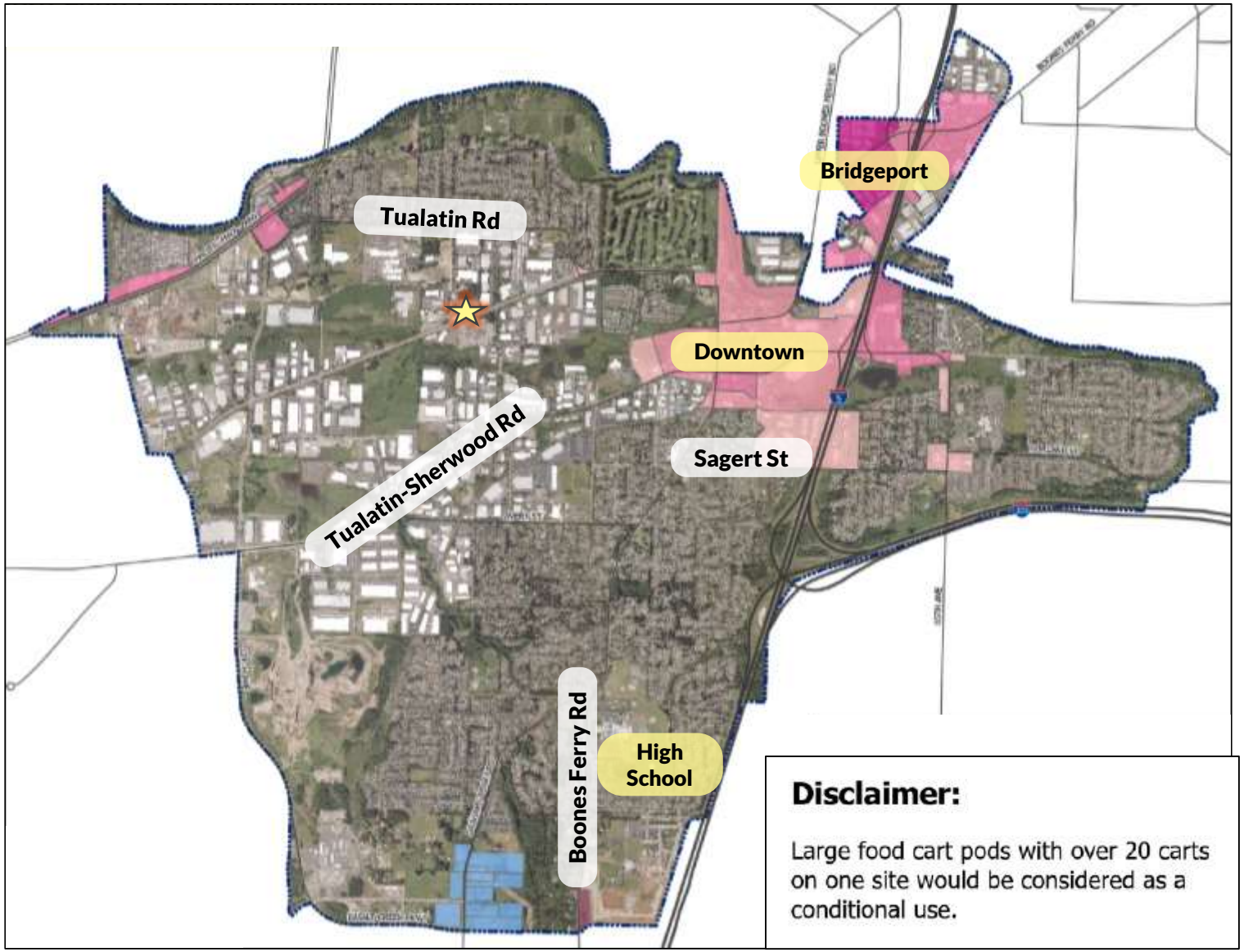
CR MG IN

MC MP

ML MBP

N

Where would food cart pods be allowed?



Disclaimer:

Large food cart pods with over 20 carts on one site would be considered as a conditional use.

Application Process

Various Thresholds

- **Type I Review** (staff level decision, no pre-app or notice)
  - Individual food cart application
  - Modification to an existing Food Cart Pod that does not increase the number of carts on a site
- **Type II Review** (staff level decision, pre-app meeting & notice)
  - Food Cart Pod (2+ carts) application
  - Modifications to an existing Food Cart Pod that increases the number of carts on a site
- **Type III Conditional Use Permit** *(PC hearing)* **+ Type II Review**
  - Large Food Cart Pod (20+ carts) application

Review procedures are scaled proportional to development impacts.

Design Standards

Required Amenities

The food cart pod must include the following structures:

- A building that provides public restrooms. Restrooms must have handwashing facilities with hot and cold running water, soap, and paper towels or air dryers. Portable restroom facilities are prohibited; and
- A permanent, built structure that provides weather protection for patrons. The structure must be designed as a long-term site improvement that includes a covered seating area, pavilion, or similar facility. Existing structures may be utilized to fulfill this requirement. Temporary, portable, or readily removable weather protection features may supplement, but shall not substitute for, the required permanent structure.

Based on work session direction to encourage a quality destination.

Design Standards

Setbacks

Development must meet the following minimum setbacks:

- 10 ft from all property lines abutting a street;
- 5 ft from any side or rear lot line. Where a property is adjacent to a residential zone, the development must meet a minimum 20 ft setback. Screening will be required in the form of a continuous hedge of evergreen shrubs or cedar fence; and
- 5 ft from other carts or structures.

Setbacks are proposed to ensure compatibility with surrounding context.

Design Standards

General Design

All storage must be located entirely within a food cart or enclosed accessory building or structure. Outdoor storage is prohibited.

A minimum of 0.5 bike parking spaces / food cart. If existing bicycle parking is accessible to patrons and within 50 ft of the site, lower bicycle parking counts may be accepted.

Areas occupied by customers must be illuminated when carts operate during hours of darkness.

Individual trash and recycling receptacles must be dispersed throughout the food cart pod for customer use. A shared waste and recycling enclosure must serve the site.

Signage on individual food carts must be limited to signs on the face of the food cart.

The goal of the general design standards is to encourage high-quality development while providing flexibility for developers.

Design Standards

Onsite Circulation

The site must be arranged in a manner so that food cart operations do not obstruct or otherwise make unsafe, any areas designed for pedestrians, emergency access, or vehicle movement.

Where a driveway or loading area provides direct access to food carts or associated pedestrian amenity areas, a removable, retractable, or otherwise controllable physical barrier must be installed at the terminus of the driveway. The barrier must be closed during food cart operating hours to prohibit vehicle access and may be opened only for authorized loading, maintenance, waste collection, or emergency access.

Food cart stalls and associated structures must not obstruct any public access easement.

All food carts and customer amenities must be served by a minimum 5 ft wide hard surface walkway.

The goal for these standards is to mitigate operational conflicts while providing flexibility.

Design Standards

Utilities

A centralized on-site interceptor facility for the collection and removal of fats, oils, and grease is required. Discharge or leakage draining into the storm water system is prohibited;

Utility pedestals for each stall that provide connections to sanitary sewer, water, and electricity. All utilities must be placed underground, in accordance with TDC Chapter 74; and

Food cart pods must be served by a master-meter. Sub-metering or additional service meters may be considered, subject to City Manager approval.

Based on site visits, many destination food cart pods connect to City utilities.

Stakeholder Engagement

July 1

- Staff presented a draft food cart pod code to local developers and sought feedback

Discussion

- Developers from Happy Valley and Oregon City shared that a destination food cart pod would require a minimum of 8 carts.
- These developers also agree that a permanent restroom building and covered seating area should be required to support a destination food cart pod, and that around 8-12 carts would support the cost to develop these features.
- Lending can be a challenge when a project requires a Conditional Use Permit, which will deter some from pursuing a large pod development.



Planning Commission Work Session

July 15

Staff introduced the food cart pod project to the Planning Commission and sought direction on the following policy questions:

- Does the proposal permit food cart pods in appropriate zones?
  - *General acceptance*
- Are the application review types appropriate and proportional to the scale of development?
  - *General acceptance*
- Do the proposed design standards encourage a quality destination while providing flexibility?
  - *Next slide*



Planning Commission Work Session

Discussion regarding covered seating. Desire to clarify that 'permanent coverage' that provides weather protection will be required.

Updated proposal-

The food cart pod must include the following structures:

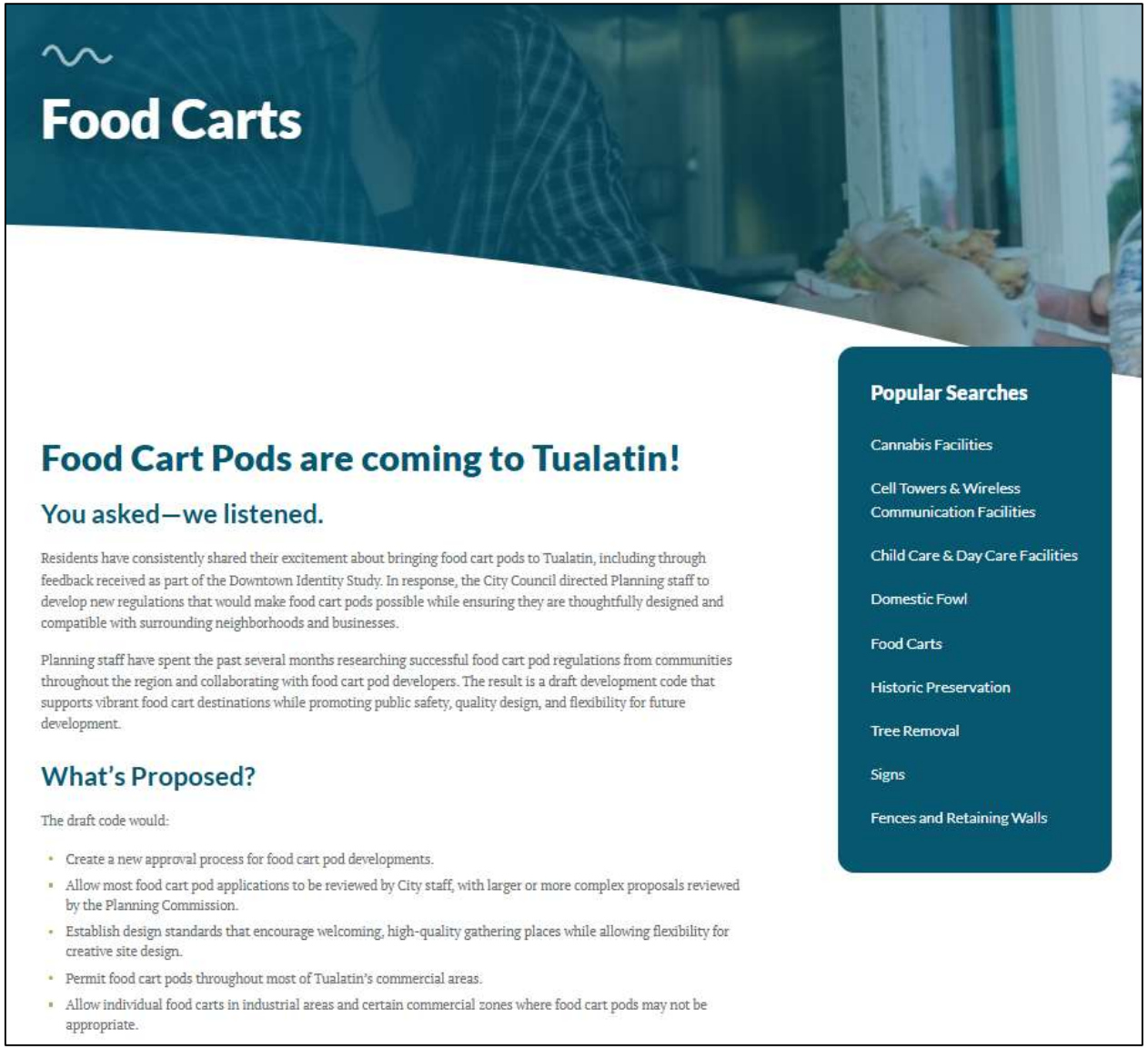
- A permanent, built structure that provides weather protection for patrons. The structure must be designed as a long-term site improvement that includes a covered seating area, pavilion, or similar facility. Existing structures may be utilized to fulfill this requirement. Temporary, portable, or readily removable weather protection features may supplement, but shall not substitute for, the required permanent structure.

Previous proposal-
A covered seating area or pavilion. Existing structures may be utilized to fulfill this requirement.

Public Notice

Public Outreach - Inform

- Project details are available on the City website
- Legislative noticing requirements
  - DLCD
  - Affected Governmental agencies
  - CIO representatives
  - Newspaper notice
  - Two public places in the City



Food Carts

Food Cart Pods are coming to Tualatin!

You asked—we listened.

Residents have consistently shared their excitement about bringing food cart pods to Tualatin, including through feedback received as part of the Downtown Identity Study. In response, the City Council directed Planning staff to develop new regulations that would make food cart pods possible while ensuring they are thoughtfully designed and compatible with surrounding neighborhoods and businesses.

Planning staff have spent the past several months researching successful food cart pod regulations from communities throughout the region and collaborating with food cart pod developers. The result is a draft development code that supports vibrant food cart destinations while promoting public safety, quality design, and flexibility for future development.

What's Proposed?

The draft code would:

- Create a new approval process for food cart pod developments.
- Allow most food cart pod applications to be reviewed by City staff, with larger or more complex proposals reviewed by the Planning Commission.
- Establish design standards that encourage welcoming, high-quality gathering places while allowing flexibility for creative site design.
- Permit food cart pods throughout most of Tualatin's commercial areas.
- Allow individual food carts in industrial areas and certain commercial zones where food cart pods may not be appropriate.

Popular Searches

Cannabis Facilities

Cell Towers & Wireless Communication Facilities

Child Care & Day Care Facilities

Domestic Fowl

Food Carts

Historic Preservation

Tree Removal

Signs

Fences and Retaining Walls

Approval Criteria

- Tualatin Development Code:
  - Chapter 33.250 Type IV-B
  - Chapter 33.070 Plan Amendments
- State of Oregon Planning Goals
- Metro Urban Growth Management Functional Plan



Planning Commission Hearing

August 19

Two members of the public testified at this meeting:

- Inquired if City had contacted restaurants as part of the public engagement effort.
- It may be cost prohibitive to establish a small food cart pod under proposed standards. Consider adding a new tier to support food cart pods between 2-4 carts with less requirements (no plumbed bathroom or covered seating).



Planning Commission Hearing

August 19

Based on this testimony, the Planning Commission made the motion:

- For City Council to adopt PTA 26-0002, to amend the Tualatin Development Code and to adopt food cart pod regulations in support of Tualatin's 2030 vision;
- *With consideration of a tiered approach that would add regulations for small food cart pods (2-4 carts) under a Type II review that do not require permanent bathroom facilities or plumbed connections to city utilities.*

Consideration of a tiered approach would require additional research.

Supplemental work sessions would be recommended to refine code standards for small food cart pods.

Small Tiered Approach

BENEFIT	DRAWBACK
Lower development cost	More permissive, could lead to market saturation
Supports micro-entrepreneurship	Porta-potties may need to be considered to address County requirement for a restroom facility
Could encourage more food options	Covered seating for weather protection would not be required

Possible Council Actions

- Approve ordinance in front of you;
- Approve ordinance and consider directing staff to bring back an amendment for a small tier food cart pod approach under a future project; or
- Continue discussion and direct staff to come back with full package that includes regulations for a small tier food cart pod and other amendments desired by Council.



ORDINANCE NO. 1461-26

AN ORDINANCE RELATED TO LAND USE; AMENDING THE TUALATIN DEVELOPMENT CODE RELATED TO FOOD CART REGULATIONS; PTA 26-0002.

WHEREAS, the Tualatin 2030 Vision identified Action 3.1 to revisit Food Cart policy and specifications;

WHEREAS, food carts allow individual entrepreneurship at a small scale and provide unique dining destinations within the City;

WHEREAS, the City initiated Plan Text Amendment (PTA 26-0002) known as Food Cart Regulations;

WHEREAS, the City provided notice of the proposed amendments to the Oregon Department of Land Conservation and Development, as provided in ORS 197.610;

WHEREAS, the City provided notice to government agencies and other interested parties, as required by TDC 32.250 and TDC 33.070;

WHEREAS, the Tualatin Planning Commission held a public hearing on August 19, 2026 and recommended by majority vote that Council adopt the proposed amendments;

WHEREAS, the Tualatin City Council held a public hearing on September 28, 2026, to consider adopting the proposed amendments;

WHEREAS, the Tualatin City Council has determined that the proposed amendments are consistent with the applicable review criteria as demonstrated in the City's findings; and

WHEREAS, at the public hearing, the Council heard and considered the testimony and evidence presented by City staff, and those appearing at the public hearing, and approved the proposed amendments.

NOW, THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The Tualatin Development Code (TDC) is hereby amended as set forth in Exhibit 2 and 3, attached hereto.

Section 2. All other provisions and subsections of the Tualatin Development Code (TDC) shall remain unchanged and in full force and effect.

Section 3. Findings. The Council adopts the Findings and Analysis as set forth in Exhibit 1, which is attached and incorporated by reference.

Section 4. Severability. Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

Section 5. Effective Date. As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

ADOPTED by the City Council this 28th day of September, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

FINDINGS AND ANALYSIS

Food Cart Regulations

July 24, 2026

Case #:	PTA 26-0002
Project:	Food Cart Regulations
Procedure:	Type IV-B, Legislative

TABLE OF CONTENTS

I. INTRODUCTION 2

A. Applicable Criteria 2

B. Project Description 2

C. Attachments 3

II. PLANNING FINDINGS 4

A. Tualatin Development Code 4

I. INTRODUCTION

A. Applicable Criteria

Tualatin Development Code Chapters 32 and 33.

B. Project Description

The City of Tualatin proposes legislative amendments to the Tualatin Development Code (TDC) to establish a new application to review food cart development, to identify review thresholds and approval criteria, and to establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code.

Background

In 2017, City Council adopted Municipal Code regulations (Chapter 9-10) which allow individual food carts to operate on private property in the Industrial, Institutional, Medical Center, Recreational Commercial, and in some areas of Commercial Office zone under Ordinance 1403-17. In 2019, provisions for a food cart pod were added under the establishment of the Basalt Creek Employment zone under Ordinance 1418-19. Then in 2020, Council expanded the allowance of individual food carts to operate in the General Commercial zone, abutting 99W under Ordinance 1434-20. Presently, food cart uses are prohibited from operating in Tualatin's core commercial zones and provisions for a food cart pod are limited to one development in the Basalt Creek Employment zone. In contrast, many surrounding communities permit food cart pod uses and have established pod developments that have become community destinations.

As such, the Council's 2030 Vision identified an action item to revisit the food cart policy. In response, staff presented a summary of Tualatin's food cart regulations to Council in 2025. Council then shared interest in allowing food cart pods downtown and in other commercial areas and asked staff to research food cart pod regulations and allowances of surrounding cities.

At a Council work session held on April 27, 2026 staff presented common best practices from Beaverton, Happy Valley, Sherwood, and Tigard. Council then directed staff to update the development code to permit food cart pods in Tualatin's commercial zones, including the downtown area. The amendments should include standards that encourage high-quality, destination food cart pod development including covered seating areas and permanent bathroom facilities.

Then at a July 15, 2026 work session with the Planning Commission, staff presented a project summary and draft code proposal. The Commission was asked to provide policy direction on the following items:

- Does the proposal permit food cart pods in appropriate zones?
- Are the application thresholds appropriate and proportional to the scale of development?
- Do the proposed design standards encourage a quality destination while providing flexibility?

Staff received acceptance of the zoning allowance, as well as the proposed application process and thresholds. The commission also recommended that staff strengthen the required seating area standard to clarify that the structure should be permanent and provide weather protection.

Table 1—Summary of proposed code amendments

CHAPTER	TITLE	PROPOSED AMENDMENT
TDC 31.060	Definitions	• Provide food cart and food cart pod definitions.

Table 32-1	Application Type & Review Procedures	• Adds Food Cart Application and various review thresholds.
33.130	Application and Approval Criteria	• Establishes Food Cart Application process and approval criteria.
34.800	Special Regulations	• Establishes food cart pod development standards and updates existing standards applicable to individual food carts.
38.050	Sign Regulations	• Exempts signage on individual food carts from sign code.
39.325	Use Categories	• Classifies food carts and food cart pods as an eating and drinking establishment use.
Various	Zoning Chapters	• Application of zoning regulations for food carts and food cart pods.
65.210	BCE Zone – Additional Limitations on Uses	• Clarifies size and location limitations applied to food cart pod development in BCE zone.

Table 2 – Summary of companion code amendments

CHAPTER	TITLE	PROPOSED AMENDMENT
TMC 9-10	Pushcart Regulations	• Removes regulations for individual food carts, which are being brought into the development code.

C. Attachments

Exhibit 2. PTA 26-0002 Food Cart Pod Regulation Text Amendments (Clean)
Exhibit 3. PTA 26-0002 Food Cart Pod Regulation Text Amendments (Formatted)
Exhibit 4. Public Notice
Exhibit 5. Public Comments

II. PLANNING FINDINGS

A. Tualatin Development Code

Chapter 32: Procedures
TDC 32.010. - Purpose and Applicability.
(2) Applicability of Review Procedures. All land use and development permit applications and decisions, will be made by using the procedures contained in this Chapter. The procedure "type" assigned to each application governs the decision-making process for that permit or application. There are five types of permit/application procedures as described in subsections (a) through (e) below. Table 32-1 lists the City's land use and development applications and corresponding review procedure(s).
(e) Type IV-B Procedure (Legislative Review). The Type IV-B procedure is used to review proposals to amend the Tualatin Comprehensive Plan, the City's land use regulations, and large-scale changes to the Comprehensive Plan or Plan Maps, and involve the creation, revision, or implementation of broad public policy. Type IV-B reviews are first considered by the Planning Commission, which makes a recommendation to City Council. City Council makes the final decision on a legislative proposal through the enactment of an ordinance. Appeals of Type IV-B decisions are heard by the Land Use Board of Appeals (LUBA).
(3) Determination of Review Type. Unless specified in Table 32-1, the City Manager will determine whether a permit or application is processed as Type I, II, III, IV-A or IV-B based on the descriptions above. Questions regarding the appropriate procedure will be resolved in favor of the review type providing the widest notice and opportunity to participate. An applicant may choose to elevate a Type I or II application to a higher numbered review type, provided the applicant pays the appropriate fee for the selected review type.

Table 32-1—Application Types and Review Procedures

Application/Action	Procedure Type	Decision Body*	Appeal Body*	Pre-Application Conference Required	Neighborhood/ Developer Mtg Required	Applicable Code Chapter
Plan Amendments						
• Legislative Map or Text Amendments	IV-B	CC	LUBA	No	No	TDC 33.070

*** City Council (CC); Planning Commission (PC); Architectural Review Board (ARB); City Manager or designee (CM); Land Use Board of Appeals (LUBA).**

Finding:
The proposed application is a text amendment to the Tualatin Development Code. The proposed amendments are legislative in nature as the application is broadly applied in the City, as opposed to specific properties. The proposed application is being processed in accordance with the Type IV-B procedures. These criteria are met.

TDC 32.250. - Type IV-B (Legislative Decisions).
Type IV-B decisions are legislative land use decisions made by the City Council. Legislative land use proceedings include proposals to amend the Tualatin Comprehensive Plan and zoning maps, and involve the creation, revision, or implementation of broad public policy generally impacting more than one property owner or a large number of individual properties. The City Council may initiate its own legislative proposals at any time. Legislative requests are not subject to the 120-day review period under ORS 227.178. In most cases a public hearing is required. However, no public hearing is required in a legislative land use proceeding if the purpose of the amendment is to conform to new requirements in state land use statutes, Statewide Land Use Planning Goals, or administrative rules of the Oregon Land Conservation and Development Commission implementing state land use statutes or Statewide Land Use Planning Goals, if the Oregon Department of Land Conservation and Development confirms in writing that the only effect of the proposed change is to conform the City's Comprehensive Plan or land use regulations to the new state requirements. The Council may, in its discretion, hold a public hearing although one is not required.
(1) *Submittal Requirements—Type IV-B.* Legislative land use proceedings may be initiated by the City Council or City staff.
(2) *Notice of Public Hearing—Type IV-B.* Hearings on Legislative Land Use requests must conform to state land use laws (ORS 227.175), as follows:
(a) *DLCD Pre-Adoption Notice.* The City Manager will notify in writing the Oregon Department of Land Conservation and Development (DLCD) of legislative amendments (zone change, rezoning with annexation, or comprehensive plan amendment) in accordance with the minimum number of days required by ORS Chapter 197.
[…]
(c) *Other Public Notice.* In addition to any other notice required, at least 14 calendar days before the scheduled City Council public hearing date, the City must mail by regular first class mail Notice of a Public Hearing to the following individuals and agencies.
(i) Any affected governmental agency;
(ii) Any person who requests notice in writing;
(iii) For a zone change affecting a manufactured home or mobile home park, all mailing addresses within the park, in accordance with ORS 227.175;
(iv) Designated representatives of recognized Citizen Involvement Organizations;
(v) For an amendment which affects the transportation system, ODOT and Metro; and
(vi) For a plan amendment or land use regulation amendment that significantly impacts school capacity, the Tigard-Tualatin School District.
(d) At least 14 calendar days before the scheduled City Council public hearing date, public notice must be provided by publication in a newspaper of general circulation in the city.
(e) At least 14 calendar days before the scheduled City Council public hearing date, public notice must be posted in two public and conspicuous places within the City.
[…]

Finding:
As discussed in response to the previous criterion, the proposed amendments are legislative in nature and will be processed consistent with the Type IV-B requirements. Staff will notify DLCD of the pre-adoption notice prior to August 24, 2026. Notice will be provided to affected governmental agencies, CIO representatives, will be published in the Tualatin Times, and will be posted in the Tualatin Service Center and Library prior to September 14, 2026. The amendments will satisfy Council's 2030 Vision and direction to revisit Tualatin's food cart regulations. These criteria are met.

(4) *Conduct of the Hearing—Type IV-B.* A Type IV-B land use hearing will follow the City's legislative hearing procedures. There can be pre-hearing contact between citizens and the decision makers on legislative matters. "Ex parte contact" is not a concern.
(5) *Notice of Adoption and Effective Date of a Type IV-B Decision.*
(a) Notice of Adoption must be mailed to the applicant, all participants of record, and the Department of Land Conservation and Development within 20 business days after the City Council decision is filed with the City Manager. The City must also provide notice to all persons as required by other applicable laws.
(b) A Legislative Land Use decision, if approved, takes effect and becomes final as specified in the enacting ordinance or, if not approved, upon mailing of the Notice of Adoption to the applicant.

Finding:
The City Council public hearing is scheduled for September 28, 2026 and will be conducted following legislative hearing procedures. If adopted, a notice of adoption will be mailed and effective consistent with the above provisions. These criteria can be met.

Chapter 33: Applications and Approval Criteria
Section 33.070 Plan Amendments
[…]
(2) Applicability. [...] Legislative amendments may only be initiated by the City Council.
(3) Procedure Type.
(b) Map or text amendment applications which are legislative in nature are subject to Type IV-B Review in accordance with TDC Chapter 32.

Finding:
The proposed amendments are legislative in nature, in that they apply broadly across the city. The application will be processed consistent with the Type IV-B Review requirements in accordance with Chapter 32, which include publishing a newspaper notice at least 14 days prior to the City Council hearing, sending notice to the state DLCD. These criteria will be satisfied.

(5) Approval Criteria.
(a) Granting the amendment is in the public interest.

Finding:
The amendment will satisfy an action item to revisit Tualatin's food cart regulations, as identified in Council's 2030 Vision. Additionally public engagement conducted as part of the 2025 Downtown Identity Study found strong community support for allowing food cart pod development in Tualatin. As part of this project, staff reviewed regulations from across the metropolitan region to gain familiarity with best practices for food cart pods to develop clear, predictable standards that support economic opportunity while ensuring compatibility with surrounding development.

This criterion is met.

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

Finding:
The amendment protects the public interest by including clear regulatory standards that encourage high-

quality destination development, ensure compatibility with nearby uses, and remain flexible to support economic opportunity. Staff consulted with partnering agencies, like Clean Water Services and Tualatin Valley Fire & Rescue, as well as food cart pod developers to ensure the proposed code requirements will protect public safety while addressing the operational needs of food cart operators.

This criterion is met.

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

Finding:
The proposed amendments are in conformity with the following applicable objectives of the Tualatin Comprehensive Plan:

- *POLICY 4.1.3 Encourage functional and attractive commercial development through standards for site design and landscaping.*

The amendment includes development standards for food cart pod development that encourage functional, safe, and attractive development to implement Policy 4.1.3. Setback standards are proposed to provide compatibility with nearby development. Quality structures, storage buildings, and landscaping will be required to promote attractive development. Food carts will be required to connect to city services and be sited in a manner that maintain functionality and safety. This criterion is met.

(d) The following factors were consciously considered:
(i) The various characteristics of the areas in the City;
(ii) The suitability of the areas for particular land uses and improvements in the areas;

Finding:
The characteristics of food cart pod development in Tualatin's jurisdiction were considered under the amendments. Under the proposal, food cart use is categorized as a Commercial Use under Eating and Drinking Establishment. Food cart pods would be permitted in most commercial zones, while individual food carts would be permitted in other zones, including Institutional, Industrial, and Medical Commercial to maintain the purpose and suitability of the zoning districts. These criteria are met.

(iii) Trends in land improvement and development;

Finding:
The allowance of food cart pod development has become more common to promote community gathering spaces and to activate underutilized commercial property. Staff researched best practices for food cart pods and found that surrounding jurisdictions allow the use in Commercial, Mixed Use Commercial, and Employment zones. These zoning allowances have been included in the amendment package. Additionally, there is food cart pod developer interest to invest in the Tualatin community. This criterion is met.

(iv) Property values;

Finding:
As mentioned previously, food cart pod development can activate underutilized parking areas and

commercial property, thereby creating a positive impact on property values and Tualatin's tax base. This criterion is met.

(v) The needs of economic enterprises and the future development of the area; needed right- of-way and access for and to particular sites in the area;

Finding:
By establishing a land use application process to review future food cart pod development, the needs of future development may be reviewed and conditioned appropriately. This includes the review of adequate connections to city services, adequate and safe access for and to the site, as well as any required right-of-way dedications that are proportional and necessary to support the development. This criterion is met.

(vi) Natural resources of the City and the protection and conservation of said resources;
(vii) Prospective requirements for the development of natural resources in the City;

Finding:
The proposed amendments establish a land use application process for the review of food cart pod development that will apply overlay districts standards, like the Floodplain, Wetland, and Natural Resource Protection zones as applicable. These criteria are met.

(viii) The public need for healthful, safe, esthetic surroundings and conditions;

Finding:
The proposed amendments establish a land use application process for the review of food cart pod development, and the needs of healthful, safe, and esthetic surroundings may be conditioned as part of the application review and approval. Setback standards are proposed to provide compatibility with nearby development. Quality structures, storage buildings, and landscaping will be required to promote attractive development. Food carts will be required to connect to city services and be sited in a manner that maintain functionality and safety. Additionally, food carts are required to obtain health and sanitary licenses from the State of Oregon and the County Environmental Health Department. This criterion is met.

(ix) 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.

Finding:
The proposed amendments do not apply to a specific property or neighborhood. Therefore, this criterion is not applicable.

(e) If the amendment involves residential uses, then the appropriate school district or districts must be able to reasonably accommodate additional residential capacity by means determined by any affected school district.

Finding:
The proposed amendments do not create a direct impact to residential capacity for school districts, and therefore this criterion is not applicable.

(f) 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).

Finding:
The intent of the TPR (OAR 660-12-0060) is to ensure that future land use and traffic growth is consistent with transportation system planning and does not create a significant effect on the surrounding transportation system beyond currently allowed uses. The definition of a significant effect varies by jurisdiction; however, the Tualatin Development Code does not provide a definition for the term.

Additionally, the code regulates permitted land uses under use categories based on common functional, product or physical characteristics, including the type and intensity of activity typical of impact, types of customers, typical off-site impacts, and building type. The amendments will add food cart pods as a permitted use in the General Commercial, Central Commercial, Office Commercial, Mixed Use Commercial, and Neighborhood Commercial zones. And large food cart pods (twenty carts or more) would be considered a Conditional Use Permit in these zones. Food cart pods are currently permitted in the Basalt Creek Employment zone as evaluated under PTA 22-0001 and Ordinance 1480-23.

Under TDC 39.325, the proposal establishes that food carts and food cart pods are considered a commercial use under the eating and drinking establishment category. The General Commercial, Central Commercial, and Mixed-Use Commercial zones currently permit eating and drinking establishments. Whereas a minimal expansion of eating and drinking establishment use is proposed in the Office Commercial and Neighborhood Commercial zones and have been found to have a de minimis impact. Specifically:

- *Office Commercial (CO) Zone: Adds food cart pods as a permitted use under Eating and Drinking Establishments, whereas existing regulations permit health and fitness facilities including athletic clubs.*
- *Neighborhood Commercial (CN) Zone: Adding Eating and Drinking Establishment as a permitted use category limited to food cart pod development, whereas existing regulations permit a convenience store and pharmacy.*

As shown in the table below, adding food cart pods as a permitted use will have a similar traffic impact as uses currently permitted in the zones.

Description/ ITE Code	Unit	PM Peak Rates
Athletic Club (493)	*1,000 sf GFA*	*6.29*
Convenience Store (851)	*1,000 sf GFA*	*49.11*
Pharmacy/Drug Store without Drive-Through (880)	*1,000 sf GFA*	*8.51*
Food Cart Pod (926)	*Food Cart*	*6.16*

Additionally, food cart pod developments are subject to a Type II application under TDC 33.130. The code identifies specific submittal requirements, including a Traffic Study that should evaluate level of service, trip generation and distribution, an analysis of existing safety deficiencies, and any recommendation for necessary improvements to ensure acceptable levels of service for adjacent roadways. Application decisions may be conditioned to maintain compliance with applicable transportation facility criteria, thereby avoiding

a significant effect to the network.

Lastly, there is no change to functional classification or standards of the existing transportation facilities under this amendment.

The proposed amendments are consistent with these requirements. This criterion is addressed.

(g) Granting the amendment is consistent with the Metropolitan Service District's Urban Growth Management Functional Plan.

Finding:
Title 4 of the Metro Urban Growth Management Functional Plan (MUGMFP) includes regional policies for Regionally Significant Industrial Areas, Industrial, and Employment Areas. The title includes measures to limit the size of retail commercial uses on these lands. The Basalt Creek Employment zone is mapped as Industrial land on Metro's Title 4 map. Policy 3.07.430 establishes that retail uses and services with multiple outlets shall not occupy more than 20,000 square feet of sales or service area of a development project. As such, provisions permitting a food cart pod in the Basalt Creek Employment zone were limited developments not to exceed 20,000 square feet (TDC 65.210), as evaluated under PTA 22-0001 and Ordinance 1480-23.

Title 6 of the MUGMFP includes regional policies for Town Centers. Tualatin's downtown is identified as a town center and is zoned Central Commercial. The proposal will expand permitted eating and drinking establishments to include food cart pods in the Central Commercial zone. This action supports policy 3.07.640 Activity Levels for Centers, which requires a mix of uses to support vibrant and walkable areas as food cart pods have become community destinations. Therefore, this criterion is met.

(h) 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 10-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

Finding:
As described in (f), the proposed amendments are in compliance with the Transportation Planning Rule. Additionally, the proposal will establish a land use application process to review food cart pod development, and a traffic impact analysis will be required as part of the application. Project impacts will be reviewed consistent with the city's adopted level of service standards. This criterion is met.

(i) Granting the amendment is consistent with the objectives and policies regarding potable water, sanitary sewer, and surface water management pursuant to applicable goals and policies in the Tualatin Comprehensive Plan, water management issues are adequately addressed during development or redevelopment anticipated to follow the granting of a plan amendment.
[…]

Finding:
The proposed amendments are in conformity with the following applicable objectives of the Tualatin Comprehensive Plan:

- *POLICY 9.2.4 WATER. Require developers to aid in improving the water system by constructing facilities to serve new development, by extending lines to adjacent properties, as well as by paying SDCs to help buy into the existing water system they are connecting to.*

- *POLICY 9.2.4 SANITARY SEWER. Require developers to aid in improving the sewer system by constructing facilities to serve new development as well as adjacent properties.*
- *POLICY 9.3.5 STORMWATER. Provide standards for surface water management and water quality by which development will be reviewed and approved. Review and update the standards as needed.*

Under the proposal, a land use application process for the review of food cart pod development is provided in TDC 33.130. Under TDC 34.800, water and sanitary sewer connections must be provided by utility pedestals and as required by Chapter 74. A centralized interceptor facility will also be required under TDC 34.800 and the surface water management standards required by Chapter74 will be applied to food cart pod development approval. This criterion will be addressed through future development application review.

CHAPTER 31 - GENERAL PROVISIONS

TDC 31.060. - Definitions.

[…]

Floor Area Ratio. The ratio of the total amount of enclosed gross floor area within a structure to the amount of buildable acreage. For purposes of calculation, both gross floor area and net site area shall be converted to square feet. Total gross floor area is measured from the exterior faces of a building or structure, and does not include basement or semi-subterranean areas used for storage or parking.

Food Cart. A mobile vehicle, such as a food truck, trailer, or cart, from which service of food and/or beverages is provided to walk-up customers.

Food Cart Pod. A site containing two or more food carts and associated amenities on private property.

[…]

CHAPTER 32 - PROCEDURES

TDC 32.010. Purpose and Applicability.

[…]

Table 32-1—Application Types and Review Procedures

Application/Action	Procedure Type	Decision Body*	Appeal Body*	Pre-Application Conference Required	Neighborhood/ Developer Mtg Required	Applicable Code Chapter
Annexations						
• Quasi-judicial	TDC 32.260	CC	LUBA	Yes	Yes	TDC 33.010
• Legislative		CC	LUBA	No	No	TDC 33.010
Architectural Review						
• Architectural Review (except as specified below) (limited land use)	II	CM	CC	Yes	Yes	TDC 33.020
• Single Family Dwelling, Duplexes, Townhouses, Triplexes, Quadplexes, and Cottage Clusters following Clear and Objective Standards Accessory Dwelling Units (ADUs) following Clear and Objective Standards • Minor AR including façade and landscape modifications	I	CM	Circuit Court	No	No	TDC 33.020
• Commercial Buildings 50,000 square feet and larger • Industrial Buildings 150,000 square feet and larger	III	ARB	CC	Yes	Yes	TDC 33.020

• Multifamily Housing Projects 100 units and above (or any number of units abutting a single family district) •as requested by the CM						
Driveway Approach Permits						
• Residential Review • Limited Review	I	CM	Circuit Court	No	No	TDC 33.030
• General Review	II	CM	CC	No	No	TDC 33.030
Conditional Use Permit	III	PC	CC	Yes	Yes	TDC 33.040
Floodplain Development	I	CM	Circuit Court	No	No	TDC Ch 70
Floodplain Variance	IV-A	CC	LUBA	Yes	Yes	TDC Ch 70
Historic Landmark Actions						
• Applying or removing designation—Quasi-judicial	IV-A	CC	LUBA	Yes	Yes	TDC Ch 68
• Applying or removing designation—Legislative	IV-B	CC	LUBA	No	No	TDC Ch 68
• Demolition, relocation, alteration, new construction (limited land use) of a Landmark	II	CM	CC	Yes	Yes	TDC Ch 68
National Register Resources actions: demolition or relocation	IV-A	CC	LUBA	Yes	Yes	TDC Ch 68
Industrial Master Plans	III	PC	CC	Yes	Yes	TDC 33.050
Land Divisions						
• Property line adjustment (PLA)	I	CM	Circuit Court	No	No	TDC Ch 36
• Subdivisions (limited land use)	II	CM	CC	Yes	Yes	TDC Ch 36

• Partitions (limited land use)	II	CM	CC	Yes	Yes	TDC Ch 36
• Minor (immaterial) modifications to approved plan (prior to plat approval)	I	CM	Circuit Court	No	No	TDC Ch 36
• Expedited Land Divisions	Subject to procedures in ORS 197.365					TDC Ch 36
Food Cart Application						
• Food Cart • Modification to an existing Food Cart Pod that does not increase the number of carts on site	I	CM	Circuit Court	No	No	TDC 33.130
• Food Cart Pod • Modification to an existing Food Cart Pod that increases the number of carts on site	II	CM	CC	Yes	Yes	TDC 33.130
Nonconforming use—Reinstatement of a nonconforming use	III	PC	CC	No	No	TDC 33.060
Plan Amendments						
• Map or Text Amendments for a specific property	IV-A	CC	LUBA	Yes	Yes	TDC 33.070
• Legislative Map or Text Amendments	IV-B	CC	LUBA	No	No	TDC 33.070
Signs						
• Sign Permit, New or Alteration, including Sign Design Review	I	CM	Circuit Court	No	No	TDC 33.080
• Sign Variance	III	PC	CC	Yes	Yes	TDC 33.080
Temporary Outdoor Sales Permit	I	CM	Circuit Court	No	No	TDC 33.090
Temporary Sales Office	I	CM	Circuit Court	No	No	TDC 33.100
Tree Removal Permit	II	CM	CC	Yes	Yes	TDC 33.110

Variance						
• Variance (including Sign Variance) except as specified below	III	PC	CC	Yes	Yes	TDC 33.120
• Variance for existing single family residence	III	PC	CC	Yes	No	TDC 33.120
• Variance in conjunction with a subdivision or partition (except minor variances)	IV-A	CC	LUBA	Yes	Yes	TDC Ch 36
• Minor variance except as specified below	II	CM	CC	Yes	Yes	TDC 33.120
• Minor variance in conjunction with a property line adjustment, subdivision or partition	II	CM	CC	Yes	Yes	TDC Ch 36
• Minor variance for existing permitted housing types in the RL and RML zones	II	CM	CC	Yes	No	TDC 33.120
Wetlands Protection District	I	CM	Circuit Court	No	No	TDC Ch 71

* City Council (CC); Planning Commission (PC); Architectural Review Board (ARB); City Manager or designee (CM); Land Use Board of Appeals (LUBA).

(Ord. 1414-18, 12-10-18; Ord. No. 1463-21, § 2, 12-13-21; Ord. No. 1451-25, § 5, 8-11-25)

CHAPTER 33 - APPLICATIONS AND APPROVAL CRITERIA

TDC 33.120. Variances and Minor Variances.

[…]

TDC 33.130. Food Carts.

(1) *Purpose*. To permit food carts to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public. Food carts provide opportunities for small-scale entrepreneurship and encourage the use of underutilized parking areas. Food cart pods provide unique eating and drinking options that serve as community destinations and gathering spaces.

(2) *Applicability*.

(a) A food cart application is required for the siting of new food carts on private property and the development of new food cart pods.

(b) *Exceptions*. The following food cart operations are exempt from provisions of this section:

(i) Cart(s) authorized by a Special Event Permit issued under TMC 5-5;

(ii) Cart(s) authorized by a Special Assembly permit issued under TMC 6-2; or

(iii) Cart(s) at private catering events where the sale or distribution of food is not open to the public.

(3) *Procedure Type*.

(a) *Food Cart*. Applications submitted for up to one food cart on one site are subject to a Type I review.

(b) *Food Cart Pod*. Applications submitted for two or more food carts on one site are subject to a Type II review.

(c) *Large Food Cart Pod*. Applications submitted for twenty or more food carts on one site are subject to a Type III Conditional Use Permit and Type II Food Cart Pod application.

(d) *Modifications.* Applications submitted to modify an approved Food Cart Pod site or design:

(i) Which does not increase the number of food carts permitted on site are subject to a Type I review.

(ii) Which does increase the number of food carts permitted on site are subject to a Type II review.

(4) *Specific Submittal Requirements*. The application must be on forms provided by the City. In addition to the application materials required by TDC 32.140 (Application Submittal), the following application materials are required. Application materials required for Modifications are determined by the City Manager to adequately support all applicable criteria.

(a) *Food Cart*:

(i) Proof of a City of Tualatin business license;

(ii) Proof that all required health and sanitary licenses from the State of Oregon and the County Environmental Health Department have been obtained; and

(iii) Site plan that is drawn to scale and illustrates property lines; vision clearance areas and sight distance areas; existing parking areas, loading areas, and access; existing and proposed pedestrian areas; existing buildings on site; and proposed location of food cart, orientation of service windows, and any proposed accessory structures.

(b) *Food Cart Pod and Modifications*:

(i) The project name and the names, addresses, and telephone numbers of the architect, landscape architect, and engineer on the project;

(ii) Existing conditions plan, site plan, grading plan, utility plan, landscape plan, and lighting plan all drawn to scale;

(iii) A street plan showing all existing streets, proposed streets (public and private), accessways, and hydrants on the subject property and extending 500 feet in all directions from the site, including location, centerline, right-of-way and pavement width;

(iv) Architectural elevations drawn to scale that depict the character of the proposed structure(s), materials, colors, and textures. Examples of structures include but are not limited to: pavilions, retaining walls, waste management facilities, play structures, and fences;

(v) A Service Provider Letter from Clean Water Services;

(vi) A Service Provider Letter from Tualatin Valley Fire and Rescue;

(vii) A Service Provider Letter from Republic Services;

(viii) Preliminary Stormwater Report;

(ix) Traffic Study in accordance with TDC 74.050; and

(x) A written statement addressing each applicable approval criterion and standard.

(5) *Approval Criteria*. All food cart applications must comply with applicable standards in the sections listed below.

(a) *Food Cart*.

(i) The base zone chapters (TDC 40 through 65);

(ii) Overlay zone chapters (TDC 58, 68, 70 through 72); and

(iii) Food Cart standards (TDC 34.800).

(b) *Food Cart Pods and Modifications*.

(i) The base zone chapters (TDC 40 through 65);

(ii) Overlay zone chapters (TDC 58, 68, 70 through 72);

(iii) Food Cart Pod standards (TDC 34.800);

(iv) Landscape standards (TDC 73B);

(v) Parking standards (TDC 73C);

(vi) Waste and Recyclables Management standards (TDC 73D);

(vii) Public and Private Transportation, Facilities, and Utilities standards (TDC 74); and

(viii) Access Management standards (TDC 75).

(6) *Conditions of Approval*. The decision-making authority may impose conditions on the approval of a Food Cart application to ensure compliance with the approval criteria.

(7) *Application Expiration*.

(a) *Food Cart.* Decisions are valid for one year and applications must be renewed annually.

(b) *Food Cart Pods, Type I Modifications, and Type II Modifications*. Decisions expire two years from the effective date unless the applicant has received a building, or grading permit submitted in conjunction with a building permit application, substantial construction has occurred pursuant to the building permit, and an inspection has been performed by a member of the Building Division.

(8) *Extension of Permit Expiration*.

(a) *Food Cart and Type I Modifications.* Approvals may not be extended. A new application is required if the permit expires.

(b) *Food Cart Pods and Type II Modifications*. Approval may be extended if the applicant, or successor interest, submits a written request for an extension of time within two years of the effective date.

(c) Upon receipt of a request for an extension of time, the City will process the extension request under the Type II procedures in TDC 32.220.

(d) The City must provide notice of the extension request to past recipients of the notice of decision and the applicant must post a sign pursuant to TDC 32.150.

(e) The City Manager may grant the extension of time upon finding the following:

(i) The applicant submitted a written extension request prior to the expiration date;

(ii) There have been no significant changes in any conditions, ordinances, regulations or standards of the City or applicable agencies that affect the previously approved project so as to warrant its resubmittal;

(iii) If the previously approved application included a special study, the applicant provided a status report includes a letter from a recognized professional that states that conditions have not changed after the original approval and that no new study is warranted; and

(iv) If the site has been neglected so as to allow the site to become blighted, the deciding party must factor this into its decision.

(f) The City Manager may grant or deny the extension request. The decision must be in writing and must be made within 60 days of receipt of the request for extension. If the decision is to grant the extension, the extension can be no more than a single one-year extension.

(g) Upon making the decision, the City must provide notice of the extension decision as provided in TDC 32.220 for Type II decisions.

CHAPTER 34 - SPECIAL REGULATIONS

TDC 34.700. – Religious Uses.

[…]

TDC 34.800. – Food Carts.

(1) *General Provisions*.

(a) Food carts and food cart pods must maintain an active Tualatin business license.

(b) Food carts must be inspected and licensed by the County Environmental Health Department.

(c) Drive-through services are prohibited for food carts and food cart pods.

(2) *Food Cart Standards*. These standards apply when up to one food cart is located on a site:

(a) The food cart must be located in a zoning district that permits the use.

(b) The food cart must meet a minimum 20-foot setback from property lines located adjacent to a residentially zoned property.

(c) The entire footprint of the food cart must be located on an existing paved parking lot or other hard-surfaced area.

(d) The food cart must not obstruct or otherwise make unsafe any areas designed for pedestrians, emergency access, or vehicle movement to, from, or through the property on which the food cart is located.

(e) Windows and doors used for service to customers must be located a minimum of ten feet from public sidewalks, loading areas, driveways, and on-site circulation drives.

(f) The food cart must not obstruct any public access easement.

(g) The food cart must have wheels and the wheels must remain permanently attached and functional.

(h) Any canopies, awnings, or other attachments to the food cart must maintain a minimum of seven feet of vertical clearance, be entirely supported by the cart, and must be fully collapsed when the food cart is not in operation.

(i) The food cart must be wholly self-contained to include water and wastewater holding tanks. The wastewater holding tank must be serviced by an Oregon Department of Environmental Quality licensed Pumper. The holding tanks shall not be visible from the public right-of-way. Indirect discharge or leakage draining into the storm water system is prohibited.

(j) Connections to electrical utilities must be screened, covered, or hidden from view from the right of way as to minimize visual impacts and prevent tripping hazards or other unsafe conditions.

(k) Waste and recycling containers must be provided and maintained in sanitary condition.

(l) Signage on individual food carts must be limited to signs on the face of the food cart.

(m) The food cart, including canopies, awnings, and attachments must comply with vision clearance and sight distance area requirements, as provided in TDC Chapter 75.

(3) *Food Cart Pod Standards*. These standards apply when two or more food carts are located on a site:

(a) The food cart pod must be located in a zoning district that permits the use.

(b) All food cart pod development must meet the following minimum setbacks:

(i) Ten-feet from all property lines abutting a street;

(ii) Five-feet from any side or rear lot line. Where a property abuts a residential zone, the development must meet a minimum 20-foot setback. Screening will be required in the form of a continuous hedge of evergreen shrubs or cedar fence; and

(iii) Five-feet from other carts or structures.

(c) The food cart pod must include the following structures:

(i) A building that provides public restrooms. Restrooms must have handwashing facilities with hot and cold running water, soap, and paper towels or air dryers. Portable restroom facilities are prohibited; and

(ii) A permanent, built structure that provides weather protection for patrons. The structure must be designed as a long-term site improvement that includes a covered seating area, pavilion, or similar facility. Existing structures may be utilized to fulfill this requirement. Temporary, portable, or readily removable weather protection features may supplement, but shall not substitute for, the required permanent structure.

(iii) All required structures must meet the development standards of the base zone.

(d) Food carts must be located on a paved or concrete surface, and all food cart stall locations must be demarcated on the pavement in a permanent manner.

(e) The site must be arranged in a manner so that food cart operations do not obstruct or otherwise make unsafe, any areas designed for pedestrians, emergency access, or vehicle movement to, from, or through the property.

(f) Where a driveway or loading area provides direct access to food carts or associated pedestrian amenity areas, a removable, retractable, or otherwise controllable physical barrier must be installed at the terminus of the driveway. The barrier must be closed during food cart operating hours to prohibit vehicle access and may be opened only for authorized loading, maintenance, waste collection, or emergency access.

(g) Windows and doors used for service to customers must be located a minimum of ten feet from public sidewalks, loading areas, driveways, and on-site circulation drives, and a minimum of five feet from bicycle parking spaces.

(h) Food cart stalls and associated structures must not obstruct any public access easement.

(i) The food carts must be kept in good repair and the wheels must remain permanently attached and functional.

(j) Any canopies, awnings, or other attachments to any food cart must maintain a minimum of seven feet of vertical clearance and be entirely supported by the cart.

(k) All food carts and customer amenities must be served by a minimum five-foot-wide hard surface walkway.

(l) A minimum of 0.5 bike parking spaces must be provided per food cart. If there is existing bicycle parking accessible to patrons and within 50 feet of the site, lower bicycle parking counts may be accepted on a case-by-case basis.

(m) All storage, including but not limited to: propane tanks, food inventory, cardboard boxes, and cleaning supplies, must be located entirely within a food cart or enclosed accessory building or structure. A maximum of two enclosed accessory storage buildings or structures are permitted per site, provided that the combined square footage does not exceed 400 square feet and the height of each does not exceed ten feet. Outdoor storage is prohibited.

(n) The food cart pod must have lighting that complies with the following:

(i) Areas occupied by customers must be illuminated when carts operate during hours of darkness; and

(ii) Lighting fixtures must be oriented and/or shielded to prevent glare on abutting properties and rights-of-way.

(o) The food cart pod must be served by the following on-site utilities:

(i) A centralized on-site interceptor facility for the collection and removal of fats, oils, and grease is required. Individual interceptors may be provided in addition to the centralized facility. Indirect discharge or leakage draining into the storm water system is prohibited;

(ii) Utility pedestals for each stall that provide connections to sanitary sewer, water, and electricity. All utilities must be placed underground, in accordance with TDC Chapter 74; and

(iii) Food cart pods must be served by a master-meter. Sub-metering or additional service meters may be considered, subject to City Manager approval.

(p) Signage on individual food carts must be limited to signs on the face of the food cart. Where permitted, monument signs or pole signs for food cart pods must meet the regulations for the base zone as provided in TDC Chapter 38.

(q) Landscaping must meet the applicable standards of TDC Chapter 73B.

(r) Off-street parking and loading areas must meet the applicable standards of TDC Chapter 73C.

(s) Individual trash and recycling receptacles must be dispersed throughout the food cart pod for customer use. A shared waste and recycling enclosure must serve the site and meet the applicable standards of TDC Chapter 73D.

(t) Public and private transportation facilities and utilities must meet the applicable standards of TDC Chapter 74.

(u) Site access must meet the applicable standards of TDC Chapter 75.

CHAPTER 38 - SIGN REGULATIONS

[…]

TDC 38.050. - Exempt Signs.

The following signs are exempt from the regulations of this Chapter, but may be subject to other regulations of the City.

(1) Signs authorized and installed by Clean Water Services or public utilities, such as electricity, natural gas, telephone and cable television, which are directly related to utility facilities in the public right-of-way and easements, and which aid public safety, identify the location of underground or aboveground facilities, or assist the public utility in repairing or maintaining its facilities. Signs erected for office uses, storage yards and other primary activities of the agency or company are not exempt.

(2) Signs erected by the City of Tualatin or the Tualatin Development Commission.

(3) Signs and traffic control devices erected by the State of Oregon or the counties of Washington or Clackamas in the public right-of-way or public easements for traffic control, traffic safety or public works construction purposes.

(4) Signs not legible from public rights-of-way or from outdoor areas open to the public, such as parking lots, outdoor hallways and pass-throughs.

(5) Signs inside a building, except window signs.

(6) Signs affixed to vehicles where the communicative purpose is incidental to the use as a vehicle.

(7) Garage sale signs, erected in accordance with Ordinance No. 554-81, as amended.

(8) Street addresses.

(9) "Neighborhood Watch" and "Block Home" signs.

(10) City-awarded plaques related to historic resources and heritage trees.

(11) "No parking," "handicapped/disabled parking" and "car pool/van pool" signs.

(12) Signage on individual food carts.

[…]

CHAPTER 39 - USE CATEGORIES

TDC 39.325 - Eating and Drinking Establishments.

(1) *Characteristics.* Eating and Drinking Establishments sell food and/or beverages to the general public for on-site consumption and/or take-away service.

(2) *Examples of Uses.*

- Cafes, coffee shops, and delicatessens.
- Restaurants with take-out facilities.
- Restaurants without take-out facilities.
- Food carts and food cart pods.
- Taverns, cocktail lounges, brew pubs, bars, and night clubs.

(3) *Exceptions.*

- Food service that is accessory to another use, (e.g., hotel, major entertainment venue), is regulated as part of the primary use.
- Catering or food preparation without on-site consumption is classified as Retail Sales and Services.

TDC 39.330. - Other Educational and Vocational Services.

[…]

CHAPTER 49
INSTITUTIONAL ZONE (IN)

[…]

TDC 49.200. Use Categories.

(1) *Use Categories.* Table 49-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the IN zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 49-1 and restrictions identified in TDC 49.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 49-1
Use Categories in the IN Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
COMMERCIAL USE CATEGORIES		
Eating and Drinking Establishments	P (L)	Permitted uses limited to one food cart on a site, subject to TDC 34.800.
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	P (L)	Permitted uses limited to places of religious worship.
Community Services	P/C (L)	Permitted uses limited to public recreation buildings and facilities: • Community recreation building; • Indoor community aquatic centers. Conditional uses limited to outdoor public community aquatic centers
Schools	P	—
Offices	P (L)	Permitted uses limited to government offices
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Public Safety and Utility Facilities	P (L)	Permitted uses limited to public works storage yard and shop
Basic Utilities	P/C (L)	Permitted uses limited to water or sewage pump stations and pressure reading stations. Conditional uses limited to: • Water reservoirs; • Electrical substation; and • Natural gas pumping station.
Greenways and Natural Areas	P	—

Parks and Open Space	P (L)	Permitted uses limited to: • Government-owned parks; and • Sports fields and tennis courts.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards in TDC Chapter 73F.

[…]

CHAPTER 50
OFFICE COMMERCIAL ZONE (CO)

[…]

TDC 50.200. Use Categories.

(1) *Use Categories.* Table 50-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CO zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 50-1 and restrictions identified in TDC 50.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 50-1
Use Categories in the CO Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Commercial Recreation	P (L)	Permitted uses limited to health or fitness facilities as defined by TDC 39.115, with indoor operation only.
Eating and Drinking Establishments	P/C (L)	Permitted uses limited to food cart pods, subject to TDC 34.800. Conditional uses limited to: • Restaurants as a limited use, subject to TDC 50.210(1). • Large food cart pods with twenty or more food carts on one site.
Medical Office	P	—
Office	P	—
Retail Sales and Services	P/C (L)	Permitted uses limited to child day care centers. Conditional uses limited to pharmacies, subject to TDC 50.210(3).
INDUSTRIAL USE CATEGORIES		
Light Manufacturing	C (L)	Conditional uses limited to product assembly, subject to TDC 50.210(4).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to:

		• Electrical substation; • Natural gas pumping station; and • Water reservoir.
Greenways and Natural Areas	P	—
Parks and Open Space	P (L)	Permitted uses limited to an athletic practice facility.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility, if located within 300 feet of the centerline of Interstate 5; and • Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 51
NEIGHBORHOOD COMMERCIAL ZONE (CN)

[…]

TDC 51.200. Use Categories.

(1) *Use Categories.* Table 51-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CN zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 51-1 and restrictions identified in TDC 51.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 51-1
Use Categories in the CN Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P (L)	Permitted uses limited to one (1) dwelling unit for each business located on the lot.
COMMERCIAL USE CATEGORIES		
Retail Sales and Services	P (L)	Permitted uses limited to: • General merchandise or variety stores; • Food stores, subject to TDC 51.210(1); • Drug store and pharmacy; • Laundry and dry cleaning, subject to TDC 51.210(2); • Beauty and barber shops; Shoe repair; and • Child day care center, subject to TDC 34.100. All commercial uses subject to floor area limitation, see TDC 51.210(3).
Eating and Drinking Establishments	P/C (L)	Permitted uses limited to food cart pods, subject to TDC 34.800. Conditional uses limited to large food cart pods with twenty or more food carts on one site.
INSTITUTIONAL USE CATEGORIES		
Community Services	P(L)	Permitted uses limited to a community center, community recreation facility, or community aquatic center, when open to the general public and operated by a non-profit community organization.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations, pressure reading stations, water quality

		and flow control facilities. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Transportation Facilities	P	—

(Ord. No. 1454-21, § 2, 3-22-21)

[…]

CHAPTER 52
RECREATIONAL COMMERCIAL ZONE (CR)

[…]

TDC 52.200. Use Categories.

(1) *Use Categories.* Table 52-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CR zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 52-1 and restrictions identified in TDC 52.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 52-1
Use Categories in the CR Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to: • Multi-Family Structures; • Manufactured Dwelling Parks.
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home, subject to ORS 329A.440.
Group Living	C (L)	Conditional uses limited to residential facilities.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P (L)	Permitted uses limited to motels.
Commercial Recreation	P/C (L)	Permitted uses limited to: • Boat dock, marina and boat rental; • Public or private camping or picnic grounds, including recreational vehicle parking; • Private meeting, club or lodge hall; and • Dance hall. Conditional uses limited to family recreation center.
Durable Goods Sales	P (L)	Permitted uses limited to nursery or greenhouse with retail sales, subject to TDC 52.120(3)
Eating and Drinking Establishments	P/C (L)	Permitted uses limited to: • Restaurant, without drive-in service; • Restaurant, take-out; • One food cart on a site, subject to TDC 34.800; and • Tavern or cocktail lounge.

		Conditional uses limited to restaurant with drive-in service.
Quick Vehicle Servicing	P (L)	Permitted uses limited to Automobile Service Station, subject to TDC 52.210(1).
Retail Sales and Services	P (L)	Permitted uses limited to: • Bakery, for retail sale on the premises only; • Marine supply store; and • Food stores, subject to TDC 52.210(2). All uses are subject to TDC 52.120(3).
INSTITUTIONAL USE CATEGORIES		
Community Services	P (L)	Permitted uses limited to community centers, youth or senior centers, open to the general public.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to: • Electrical substation; • Natural gas pumping station; and • Water reservoir.
Greenways and Natural Areas	P	—
Parks and Open Areas	P	—
Transportation Facilities	P	—
Wireless Communications Facilities	P/C (L)	Permitted uses limited to Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 53
CENTRAL COMMERCIAL ZONE (CC)

[…]

TDC 53.200. Use Categories.

(1) *Use Categories.* Table 53-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CC zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 53-1 and restrictions identified in TDC 53.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 53-1
Use Categories in the CC Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P (L)	Permitted uses limited to: • Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; • Private meeting hall, club or lodge hall, or fraternal organizations; and • Health studio.
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: • Furniture store, including antiques and second-hand furniture; and • Appliance store, subject to TDC 53.210(2); and • Retail sales of home improvement materials and supplies, subject to TDC 53.210(3)
Eating and Drinking Establishments	P/C (L)	Food cart pods, subject to TDC 34.800. Conditional uses limited to large food cart pods with twenty or more food carts on one site. All other uses permitted outright with some restrictions in the Central Tualatin Overlay Zone, see TDC Chapter 58.
Medical Office	P	—
Office	P	—

Retail Sales and Services	P/C	Conditional use permit required for veterinary clinic. Memorial Planning and Products Center (as defined in TDC 39.115) not permitted. All other uses permitted outright. All uses subject to TDC 53.210(4).
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C	—
Colleges, Universities and Private Career Schools	P/C (L)	Permitted uses limited to business college. All other use are conditional uses.
Community Services	P	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Parks and Open Space	P	—
Public Safety Facilities	P/C (L)	Conditional uses limited to publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facilities	P(L)	Permitted uses limited to: • Wireless Communication Facility Attached; and • Wireless Communication Facility, located within 300 feet of the centerline of I-5.

[…]

CHAPTER 54
GENERAL COMMERCIAL ZONE (CG)

[…]

TDC 54.200. Use Categories.

(1) *Use Categories.* Table 54-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CG zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 54-1 and restrictions identified in TDC 54.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 54-1
Use Categories in the CG District

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home, subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P/C (L)	Permitted uses limited to: Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; and Health or fitness facility, outdoor uses limited subject to TDC 54.220(2). Conditional uses limited to: Family recreation center, as defined in TDC 31.060; and Private meeting hall, club or lodge hall, or fraternal organizations.
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: • Furniture store, including antiques and second-hand furniture; • Appliance store, subject to TDC 54.210(2); • Home improvement store, subject to TDC 54.210(3) and TDC 54.220(4); • Auto leasing office, subject to TDC 54.210(4) and TDC 54.220(4); and • Boat, boat motor and boat trailer sales subject

		to TDC 54.210(5) and TDC 54.220(4). All uses subject to TDC 54.210(1).
Eating and Drinking Establishments	P/C (L)	Food cart pods, subject to TDC 34.800. Conditional uses limited to large food cart pods with twenty or more food carts on one site. All other uses permitted outright.
Medical Office	P	—
Office	P	—
Other Educational and Vocational Services	P	—
Quick Vehicle Servicing	P (L)	Permitted uses limited to Automobile Service Stations subject to TDC 54.210(6).
Retail Sales and Services	P/C (L)	Conditional use permit required for outdoor pet activity area associated with Pet Day Care, subject to subject to TDC 54.220(4). Pet Day Care without outdoor activity area is permitted outright. Mortuary not permitted. All other retail sales and service uses permitted outright. All uses subject to TDC 54.210(1).
Vehicle Repair	P	—
INDUSTRIAL USE CATEGORIES		
Light Manufacturing	P (L)	Permitted uses limited to: Optical lens grinder; and Testing laboratory.
Vehicle Storage	P (L)	Permitted uses limited to automobile towing company office and dispatch office, subject to TDC 54.220(4).
Warehouse and Freight Movement	P (L)	Permitted uses limited to frozen food locker.
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C (L)	Conditional uses limited to: • Auditoriums, exhibition halls, or rooms for public assembly; • Churches, synagogues, mosques, temples or other places of worship; and • Theaters.
Colleges, Universities, and Private Career Schools	P/C	Permitted uses limited to a private career school. All other uses require conditional use permit.
Community Services	P	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations, pressure reading stations. Conditional uses limited to utility substations.

Greenways and Natural Areas	P	—
Parks and Open Space	P (L)	Golf courses and country clubs prohibited. All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and • Publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility, if located within 300 feet of the centerline of Interstate 5; and • Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 56
MEDICAL CENTER ZONE (MC)

[…]

TDC 56.200. Use Categories.

(1) *Use Categories.* Table 56-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MC zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 56-1 and restrictions identified in TDC 56.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 56-1
Use Categories in the MC Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Group Living	P (L)	Permitted uses limited to: • Congregate Care Facilities, subject to TDC 56.210(3); • Residential Facilities, subject to TDC 56.210(3); and • Nursing Facilities.
COMMERCIAL USE CATEGORIES		
Eating and Drinking Establishments	P (L)	One food cart on a site, subject to TDC 34.800. All other uses subject to TDC 56.210(2).
Retail Sales and Services	P (L)	Permitted uses limited to: • Branch bank/automatic teller; • Barber/beauty shop; • Child day care center; • Durable medical goods sales and rentals; • Fitness center; and • Pharmacy. All uses subject to TDC 56.210(2):
INSTITUTIONAL USE CATEGORIES		
Medical Centers	P/C	Establishment of a helipad as an accessory use requires a conditional use permit.
Colleges, Universities and Private Career Schools	P (L)	Permitted uses limited to nursing schools and other medical training facilities.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to: • Electrical substation;

		• Natural gas pumping station; and • Water reservoir.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility Attached. Conditional uses limited to: • Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 57
MIXED USE COMMERCIAL ZONE (MUC)[1]

[…]

TDC 57.200. Use Categories.

(1) *Use Categories.* Table 57-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MUC. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 57-1 and restrictions identified in TDC 57.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

Table 57-1
Use Categories in the MUC

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P/C	Permitted housing types subject to TDC 57.220
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P	—
Commercial Parking	P	—
Durable Goods Sales	P/C (L)	Permitted uses limited to: • Retail sale of furniture and large appliances, pursuant to TDC 57.210; and • Battery electric vehicle showroom subject to TDC 57.210 Conditional uses limited to: • Outdoor sales subject to TDC 57.210.
Eating and Drinking Establishments	P/C (L)	Food cart pods, subject to TDC 34.800. Drive-through facilities prohibited. Conditional uses limited to large food cart pods with twenty or more food carts on one site.

[1]Editor's note(s)—Ord. No. 1438-20, §§ 13, 14, adopted June 22, 2020, repealed ch. 57, §§ 57.005—57.900 and enacted a new ch. 57 as set out herein. Former ch. 57 pertained to mixed use commercial overlay district and derived from Ord. 1062.00, § 9, adopted December 11, 2000; Ord. 1062-00, adopted January 3, 2001; Ord. 1103-02, adopted March 25, 2002; Ord. 1246-07, § 1, adopted September 10, 2007; Ord. 1247-07, adopted October 22, 2007; and Ord. 1427-19, § 28, adopted November 25, 2019.

		All other uses permitted outright.
Medical Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Other Educational and Vocational Servicing	P	—
Quick Vehicle Servicing	C (L)	Conditional uses limited to: • Automobile service station subject to TDC 57.210.
Retail Sales and Services	P/C (L)	Pet day care without outdoor activity area is permitted outright. Mortuary not permitted. Conditional uses limited to: • Outdoor sales subject to TDC 57.210. All other retail sales and service uses permitted outright.
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C (L)	Conditional uses limited to: • Religious institutions or major event entertainment.
Colleges, Universities, and Private Career Schools	C	—
Community Services	P	—
Medical Centers	C	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES CATEGORIES		
Basic Utilities	P (L)	Permitted uses limited to: • Sewer and water pump stations; • Pressure reading stations.
Greenways and Natural Areas	P	P
Parks and Open Space	P (L)	Golf courses and country clubs prohibited. All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Permitted uses limited to: • Wireless communication facility attached.

[…]

CHAPTER 60.
LIGHT MANUFACTURING ZONE (ML)

[…]

TDC 60.200. Use Categories.

(1) *Use Categories.* Table 60-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the ML zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 60-1 and restrictions identified in TDC 60.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Use Categories in the Limited Commercial Setback.* Commercial uses may be further restricted within the Limited Commercial Setback, see TDC 60.210(4).

(3) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 60-1
Use Categories in the ML Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to caretaker residence, accessory to a permitted industrial use.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P (L)	Must be located within 60 feet of the CO zone and subject to TDC 60.210(5).
Commercial Recreation	P (L)	Permitted uses limited to health or fitness facility if within 60 feet of the CO district and subject to TDC 60.210(5), or as a limited use in all other locations, subject to TDC 60.210(2).
Durable Goods Sales and Service	P/C (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 60.210(1); and • Retail sale of landscape materials subject to TDC 60.210(3); Conditional uses limited to: • Sale or service of manufactured dwellings; • Boat sales or rental; rental or leasing of autos and light trucks with incidental sale of vehicles; and • Sale of home improvement materials and supplies.
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • One food cart on a site, subject to TDC 34.800; • Sale of goods produced on-site subject to TDC 60.210(1); and

		• Restaurant or deli as a secondary use subject to TDC 60.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited to: • Offices for executive, administrative, and professional uses related to the sale or service of industrial products; • Office uses if within 60 feet of the CO zone and subject to TDC 60.210(5); and • Office uses including business and commercial offices, general offices, and real estate offices, but not governmental offices, are a limited use in all other locations, subject to TDC 60.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a secondary use subject to TDC 60.210(2); and • Trade or industrial school and subject to TDC 60.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 60.210(1); • Food or convenience store, mailing operations, reproduction or photocopying services, bank, and medical services as secondary uses subject to TDC 60.210(2); and • Child day care center if within 60 feet of the CO zone and subject to TDC 60.210(5) or if located within a building that is a permitted industrial use.
Quick Vehicle Service	C (L)	Conditional uses limited to: • Automobile Service Stations, subject to TDC 60.210(6); and • Non-Retail Cardlock Fueling Station, subject to TDC 60.210(6). No outside storage or sale of any vehicles is permitted.
Vehicle Repair	C (L)	Subject to TDC 60.210(3).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P/C (L)	Permitted uses limited to electroplating. Conditional uses limited to: • Manufacture of the following types of products: bicycles; small electric generators; small electric motors; motorized boats; sashes and doors; vending machines. • Production or fabrication of metals or metal products including enameling and galvanizing
Light Manufacturing	P/C (L)	Conditional uses limited to: • Machine shop over 7,500 square feet; • Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials;

		• Casting or fabrication of metals. All other uses permitted outright.
Solid Waste Treatment and Recycling	C (L)	Conditional uses limited to recycling collection center.
Vehicle Storage	P (L)	Vehicle storage not permitted within the Limited Commercial Setback. Vehicles sales not permitted. All other uses permitted outright in other locations.
Warehouse and Freight Movement	P/C	Conditional use permit required for cold storage plants. All other uses permitted outright.
Wholesale Sales	P/C (L)	Permitted uses limited to: • Sales of industrial hand tools, industrial supplies such as safety equipment and welding equipment, that are products primarily sold wholesale to other industrial firms or industrial workers; and • Sale, service and rental of construction and industrial equipment to contractors and industrial firms only. Conditional use required for wholesale sales of building materials and supplies
INSTITUTIONAL USE CATEGORIES		
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	P (L)/C (L)	Permitted uses limited to public works storage yard and shop. Conditional uses limited to fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 61
GENERAL MANUFACTURING ZONE (MG)

[…]

TDC 61.200. Use Categories.

(1) *Use Categories.* Table 61-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MG zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 61-1 and restrictions identified in TDC 61.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Use Categories in the Limited Commercial Setback.* Commercial uses may be further restricted within the Limited Commercial Setback, see TDC 60.210(4).

(3) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 61-1
Use Categories in the MG Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to one (1) caretaker residence per site.
COMMERCIAL USE CATEGORIES		
Agriculture	P(L)	Permitted uses limited to production of agricultural crops.
Commercial Recreation	P(L)	Limited use in all locations, subject to TDC 61.210(2).
Durable Goods Sales and Service	P/C (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 61.210(1); • Retail sale of landscape materials subject to TDC 61.210(3); and • Additional uses permitted within the Commercial Services Overlay, subject to TDC 61.210(5). Conditional uses limited to: • Sale or service of manufactured dwellings; • Boat sales or rental; rental or leasing of autos and light trucks with incidental sale of vehicles; and • Sale of home improvement materials and supplies.
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • One food cart on a site, subject to TDC 34.800; • Sale of goods produced on-site subject to TDC

		61.210(1); and • Restaurant or deli as a limited use subject to TDC 61.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited to: • Offices for executive, administrative, and professional uses related to the sale or service of industrial products; and • Office uses including business and commercial offices, general offices, real estate offices, but not governmental offices, and are a limited use subject to TDC 61.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a limited use subject to TDC 61.210(2); and • Trade or industrial school and subject to TDC 61.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 61.210(1); • Food or convenience store, health or fitness facility, mailing operations, reproduction or photocopying services, bank, and medical services as limited uses subject to TDC 61.210(2); and • Within the Commercial Services Overlay, additional uses subject to TDC 61.210(5).
Quick Vehicle Service	C (L)	Permitted uses limited to Automobile Service Stations subject to TDC 61.210(6); No outside storage or sale of any vehicles is permitted.
Vehicle Repair	P/C (L)	Permitted outright within the Commercial Services Overlay. Conditional use required in other locations subject to TDC 61.210(3).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Concrete batch plants are not permitted in the Leveton Tax Increment District. All other uses permitted outright.
Light Manufacturing	P	—
Solid Waste Treatment and Recycling	C (L)	Conditional uses limited to: • Recycling collection center; • Waste transfer station; and • Resource recovery facility. Recycling collection center or waste transfer station are not permitted within the Limited Commercial Setback.
Vehicle Storage	P/C (L)	Conditional use required for bus maintenance and storage facility.

		Vehicle storage not permitted within the Limited Commercial Setback. Vehicles sales are not permitted. All other uses permitted outright in other locations.
Warehouse and Freight Movement	P/C	Conditional use required for warehousing of building materials and supplies. All other uses permitted outright.
Wholesale Sales	P/C (L)	Permitted uses limited to: • Sales of industrial hand tools, industrial supplies such as safety equipment and welding equipment, that are products primarily sold wholesale to other industrial firms or industrial workers; and • Sale, service and rental of construction and industrial equipment to contractors and industrial firms only. Conditional use permit required for wholesale sales of building materials and supplies.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	P(L)/C (L)	Permitted uses limited to public works storage yard and shop Conditional uses limited to fire station.
Wireless Communication Facility	P (L)	Commercial radio or TV broadcasting antennas not permitted. All other uses permitted outright. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 62
MANUFACTURING PARK ZONE (MP)

[…]

TDC 62.200. Use Categories.

(1) *Use Categories.* Table 62-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MP zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 62-1 and restrictions identified in TDC 62.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 62-1
Use Categories in the MP Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to a caretaker residence when necessary for security purposes.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Commercial Recreation	P (L)	Permitted uses limited to a health or fitness facility as a limited use subject to TDC 62.210(4).
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • One food cart on a site, subject to TDC 34.800; and • Restaurant or deli as a limited use, subject to TDC 62.210(4).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited, see TDC 62.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a limited use subject to TDC 62.210(4); • Job training or related services as a limited use subject to TDC 62.210(4).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 62.210(1); • Child day care center, subject to TDC 34.200; • Food or convenience store, mailing operations, reproduction or photocopying services, bank, and medical services as limited uses subject to TDC 62.210(2).

INDUSTRIAL USE CATEGORIES		
Light Manufacturing	P (L)	Permitted uses limited to: • Manufacture or assembly of electronic or optical instruments, equipment, devices; musical instruments; toys; and sporting goods. • Production of textiles or apparel; • Printing, publishing, and lithography shops; and • Research and development laboratories. Primary processing of organic materials, such as tanning of leather, is prohibited.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	C (L)	Conditional uses limited to a fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 64
MANUFACTURING BUSINESS PARK ZONE (MBP)

[…]

TDC 64.200. Use Categories.

(1) *Use Categories.* Table 64-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MBP zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 64-1 and restrictions identified in TDC 64.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 64-1
Use Categories in the MBP Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P/C (L)	Permitted uses limited to a caretaker residence if located in the Tonquin Light Manufacturing Overlay, subject to TDC 64.210(4). In all other locations, caretaker residence may be permitted as a conditional use.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • One food cart on a site subject to TDC 34.800; and • A restaurant in the Commercial Services Overlay subject to TDC 64.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P/C (L)	Permitted uses limited, see TDC 64.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 64.210(1); and • Within the Commercial Services Overlay, additional uses subject to TDC 64.210(2).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Primary processing of organic materials, such as tanning of leather, is prohibited. All other uses permitted outright.
Light Manufacturing	P/C (L)	Conditional uses limited to trade and industrial school or training center. Truck driving schools are prohibited.

		All other uses permitted outright.
Warehouse and Freight Movement	P (L)	Permitted uses limited to warehousing uses that are accessory to a permitted industrial use, subject to TDC 64.210(3).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas.	P	—
Public Safety Facilities	P (L)	Permitted uses limited to public works storage yard and shop.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility Attached. Conditional uses limited to: • Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 65
BASALT CREEK EMPLOYMENT ZONE (BCE)

[…]

TDC 65.200. Use Categories.

(1) *Use Categories.* Table 65-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the BCE zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 65-1 and restrictions identified in TDC 65.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

Table 65-1
Use Categories in the BCE Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to a caretaker residence when necessary for security purposes.
COMMERCIAL USE CATEGORIES		
Commercial Recreation	P (L)	Permitted uses limited to a health or fitness facility subject to TDC 65.210(1).
Eating and Drinking Establishments	P (L)	Food cart pods subject to TDC 34.800 and 65.210(2). Drive-through facilities prohibited. All other uses subject to TDC 65.210(1).
Medical Office	P (L)	Permitted uses limited subject to TDC 65.210(1).
Office	P (L)	Permitted uses limited subject to TDC 65.210(3).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational schools; and • Job training or related services subject to TDC 65.210(1).
Retail Sales and Services	P (L)	Permitted uses limited to: • Child day care center permitted subject to TDC 34.200. • Retail Sales and Services uses without drive-up or drive-through facilities subject to TDC 65.210(1) and (4).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Permitted uses limited to: • Casting or fabrication of metals, including electroplating; • Manufacture, assembly, processing, or

		packaging of the following types of products: batteries; bicycles; boilers; bottles; brick, tile or terra cotta; cans; chainsaws; dryers; electric generators; electric motors; electric transformers; engines, larger gasoline or diesel; freezers; heating and cooling equipment; ladders; lawnmowers; manufactured dwellings; marine pleasure craft; motor vehicles; paint; prefabricated building or structural members for buildings; sashes and doors; signs and display structures; refrigerators; rototillers; vending machines; washing machines; and windows; • Other similar advanced manufacturing uses as determined by application of TDC 31.070.
Light Manufacturing	P/C (L)	Conditional uses limited to trade and industrial school or training center. Truck driving schools are prohibited. All other uses Permitted outright except: Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials are prohibited.
Warehouse and Freight Movement	P/C (L)	Permitted and Conditional uses limited subject to TDC 65.210(5).
Wholesale Sales	P (L)	Permitted uses limited to: • Sales of industrial products primarily sold wholesale to other industrial firms or industrial workers, subject to TDC 65.210(6).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	C (L)	Conditional uses limited to a fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

(Ord. No. 1480-23, § 9, 8-28-23)

TDC 65.210. Additional Limitations on Uses.

(1) *Commercial Recreation, Eating and Drinking Establishments, Medical Office, Vocational Services, and/or Retail Sales and Services.* Except for Child Day Care Centers, permitted uses in these categories, as specified in Table 65-1, are subject to the following additional standards.

(a) *Maximum Size.* The use must not exceed 5,000 square feet for any individual use or a total of 20,000 square feet of uses on the site.

(b) *Location Standard.* The use or uses must be located on a lot, parcel or development site that has at least 150 feet of frontage on SW Graham's Ferry Road.

(2) *Food Cart Pod.* A food cart pod is a permitted use as specified below.

(a) *Maximum Size.* A food cart pod may contain up to ten food carts. The total food cart pod development must not exceed 20,000 square feet.

(b) *Location Standard.* One single food cart pod development within the BCE district is allowed and must be located on a lot, parcel, or development site that has at least 150 feet of frontage on SW Graham's Ferry Road.

(3) *Offices.* Offices are a permitted use as specified below.

(a) *Uses Accessory to an Industrial Use.* Office uses accessory to a permitted light and/or heavy manufacturing use are permitted.

(b) *Limited Uses.* A primary office use must not exceed 20,000 square feet on the site.

(4) *Sale of Goods Produced On-Site.* The retail sale of goods produced on-site is permitted, provided that the retail sale area does not exceed 5,000 square feet.

(5) *Warehouse and Freight Movement.* Warehouse and freight movement is allowed as specified below.

(a) *Limited Use as Accessory to a Manufacturing Use.* The use must be conducted wholly in conjunction with a permitted light and/or heavy manufacturing use on the same lot, parcel, or development site, and facilitate the storage and distribution of goods produced on-site.

(i) *Maximum Size.* The use must not exceed more than 50 percent of the gross floor area of the permitted light and/or heavy manufacturing use. A Conditional Use Permit is required for uses greater than 50 percent and up to 200 percent of the gross floor area of the permitted light and/or heavy manufacturing use.

(b) *Other Limited Uses.* A primary warehouse and freight movement use may be permitted on a site that includes a light and/or heavy manufacturing use comprising a minimum of 30 percent of the total building square footage on the site. No single building may exceed 150,000 square feet in size.

(6) *Wholesale Sales.* Wholesale sales is a permitted use as specified below.

(a) *Limited Uses.* A primary wholesale sales use is limited to the sales of industrial products primarily sold wholesale to other industrial firms or industrial workers may be permitted on a site that includes a light and/or heavy manufacturing use comprising a minimum of 30 percent of the total building square footage on the site. No single building may exceed 150,000 square feet in size.

(7) *Outdoor Uses.* All uses must be conducted wholly within a completely enclosed building, except off-street parking and loading, Basic Utilities, Wireless Communication Facilities or as otherwise provided by this section.

[…]

CHAPTER 31 - GENERAL PROVISIONS

TDC 31.060. - Definitions.

[…]

Floor Area Ratio. The ratio of the total amount of enclosed gross floor area within a structure to the amount of buildable acreage. For purposes of calculation, both gross floor area and net site area shall be converted to square feet. Total gross floor area is measured from the exterior faces of a building or structure, and does not include basement or semi-subterranean areas used for storage or parking.

***Food Cart*. A mobile vehicle, such as a food truck, trailer, or cart, from which service of food and/or beverages is provided to walk-up customers.**

***Food Cart Pod*. A site containing two or more food carts and associated amenities on private property.**

[…]

~~*Mobile Food Unit*. A vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway, or water on which food is prepared, processed, or converted, or which is used in selling and dispensing food to the public. Mobile Food Units include, but are not limited to, food trucks, and food carts.~~

[…]

CHAPTER 32 - PROCEDURES

TDC 32.010. Purpose and Applicability.

[…]

Table 32-1—Application Types and Review Procedures

Application/Action	Procedure Type	Decision Body*	Appeal Body*	Pre-Application Conference Required	Neighborhood/ Developer Mtg Required	Applicable Code Chapter
Annexations						
• Quasi-judicial	TDC 32.260	CC	LUBA	Yes	Yes	TDC 33.010
• Legislative		CC	LUBA	No	No	TDC 33.010
Architectural Review						
• Architectural Review (except as specified below) (limited land use)	II	CM	CC	Yes	Yes	TDC 33.020
• Single Family Dwelling, Duplexes, Townhouses, Triplexes, Quadplexes, and Cottage Clusters following Clear and Objective Standards Accessory Dwelling Units (ADUs) following Clear and Objective Standards • Minor AR including façade and landscape modifications	I	CM	Circuit Court	No	No	TDC 33.020
• Commercial Buildings 50,000 square feet and larger • Industrial Buildings 150,000 square feet and larger	III	ARB	CC	Yes	Yes	TDC 33.020

• Multifamily Housing Projects 100 units and above (or any number of units abutting a single family district) •as requested by the CM						
Driveway Approach Permits						
• Residential Review • Limited Review	I	CM	Circuit Court	No	No	TDC 33.030
• General Review	II	CM	CC	No	No	TDC 33.030
Conditional Use Permit	III	PC	CC	Yes	Yes	TDC 33.040
Floodplain Development	I	CM	Circuit Court	No	No	TDC Ch 70
Floodplain Variance	IV-A	CC	LUBA	Yes	Yes	TDC Ch 70
Historic Landmark Actions						
• Applying or removing designation—Quasi-judicial	IV-A	CC	LUBA	Yes	Yes	TDC Ch 68
• Applying or removing designation—Legislative	IV-B	CC	LUBA	No	No	TDC Ch 68
• Demolition, relocation, alteration, new construction (limited land use) of a Landmark	II	CM	CC	Yes	Yes	TDC Ch 68
National Register Resources actions: demolition or relocation	IV-A	CC	LUBA	Yes	Yes	TDC Ch 68
Industrial Master Plans	III	PC	CC	Yes	Yes	TDC 33.050
Land Divisions						
• Property line adjustment (PLA)	I	CM	Circuit Court	No	No	TDC Ch 36
• Subdivisions (limited land use)	II	CM	CC	Yes	Yes	TDC Ch 36

• Partitions (limited land use)	II	CM	CC	Yes	Yes	TDC Ch 36
• Minor (immaterial) modifications to approved plan (prior to plat approval)	I	CM	Circuit Court	No	No	TDC Ch 36
• Expedited Land Divisions	Subject to procedures in ORS 197.365					TDC Ch 36
Food Cart Application						
• Food Cart • Modification to an existing Food Cart Pod that does not increase the number of carts on site	**I**	**CM**	**Circuit Court**	**No**	**No**	**TDC 33.130**
• Food Cart Pod • Modification to an existing Food Cart Pod that increases the number of carts on site	**II**	**CM**	**CC**	**Yes**	**Yes**	**TDC 33.130**
Nonconforming use—Reinstatement of a nonconforming use	III	PC	CC	No	No	TDC 33.060
Plan Amendments						
• Map or Text Amendments for a specific property	IV-A	CC	LUBA	Yes	Yes	TDC 33.070
• Legislative Map or Text Amendments	IV-B	CC	LUBA	No	No	TDC 33.070
Signs						
• Sign Permit, New or Alteration, including Sign Design Review	I	CM	Circuit Court	No	No	TDC 33.080
• Sign Variance	III	PC	CC	Yes	Yes	TDC 33.080
Temporary Outdoor Sales Permit	I	CM	Circuit Court	No	No	TDC 33.090
Temporary Sales Office	I	CM	Circuit Court	No	No	TDC 33.100

Tree Removal Permit	II	CM	CC	Yes	Yes	TDC 33.110
Variance						
• Variance (including Sign Variance) except as specified below	III	PC	CC	Yes	Yes	TDC 33.120
• Variance for existing single family residence	III	PC	CC	Yes	No	TDC 33.120
• Variance in conjunction with a subdivision or partition (except minor variances)	IV-A	CC	LUBA	Yes	Yes	TDC Ch 36
• Minor variance except as specified below	II	CM	CC	Yes	Yes	TDC 33.120
• Minor variance in conjunction with a property line adjustment, subdivision or partition	II	CM	CC	Yes	Yes	TDC Ch 36
• Minor variance for existing permitted housing types in the RL and RML zones	II	CM	CC	Yes	No	TDC 33.120
Wetlands Protection District	I	CM	Circuit Court	No	No	TDC Ch 71

* City Council (CC); Planning Commission (PC); Architectural Review Board (ARB); City Manager or designee (CM); Land Use Board of Appeals (LUBA).

(Ord. 1414-18, 12-10-18; Ord. No. 1463-21, § 2, 12-13-21; Ord. No. 1451-25, § 5, 8-11-25)

CHAPTER 33 - APPLICATIONS AND APPROVAL CRITERIA

TDC 33.120. Variances and Minor Variances.

[…]

TDC 33.130. Food Carts.

(1) *Purpose*. To permit food carts to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public. Food carts provide opportunities for small-scale entrepreneurship and encourage the use of underutilized parking areas. Food cart pods provide unique eating and drinking options that serve as community destinations and gathering spaces.

(2) *Applicability*.

(a) A food cart application is required for the siting of new food carts on private property and the development of new food cart pods.

(b) *Exceptions*. The following food cart operations are exempt from provisions of this section:

(i) Cart(s) authorized by a Special Event Permit issued under TMC 5-5;

(ii) Cart(s) authorized by a Special Assembly permit issued under TMC 6-2; or

(iii) Cart(s) at private catering events where the sale or distribution of food is not open to the public.

(3) *Procedure Type*.

(a) *Food Cart*. Applications submitted for up to one food cart on one site are subject to a Type I review.

(b) *Food Cart Pod*. Applications submitted for two or more food carts on one site are subject to a Type II review.

(c) *Large Food Cart Pod*. Applications submitted for twenty or more food carts on one site are subject to a Type III Conditional Use Permit and Type II Food Cart Pod application.

(d) *Modifications.* Applications submitted to modify an approved Food Cart Pod site or design:

(i) Which does not increase the number of food carts permitted on site are subject to a Type I review.

(ii) Which does increase the number of food carts permitted on site are subject to a Type II review.

(4) *Specific Submittal Requirements*. The application must be on forms provided by the City. In addition to the application materials required by TDC 32.140 (Application Submittal), the following application materials are required. Application materials required for Modifications are determined by the City Manager to adequately support all applicable criteria.

(a) *Food Cart*:

(i) Proof of a City of Tualatin business license;

(ii) Proof that all required health and sanitary licenses from the State of Oregon and the County Environmental Health Department have been obtained; and

(iii) Site plan that is drawn to scale and illustrates property lines; vision clearance areas and sight distance areas; existing parking areas, loading areas, and access; existing and proposed

pedestrian areas; existing buildings on site; and proposed location of food cart, orientation of service windows, and any proposed accessory structures.

(b) *Food Cart Pod and Modifications*:

(i) The project name and the names, addresses, and telephone numbers of the architect, landscape architect, and engineer on the project;

(ii) Existing conditions plan, site plan, grading plan, utility plan, landscape plan, and lighting plan all drawn to scale;

(iii) A street plan showing all existing streets, proposed streets (public and private), accessways, and hydrants on the subject property and extending 500 feet in all directions from the site, including location, centerline, right-of-way and pavement width;

(iv) Architectural elevations drawn to scale that depict the character of the proposed structure(s), materials, colors, and textures. Examples of structures include but are not limited to: pavilions, retaining walls, waste management facilities, play structures, and fences;

(v) A Service Provider Letter from Clean Water Services;

(vi) A Service Provider Letter from Tualatin Valley Fire and Rescue;

(vii) A Service Provider Letter from Republic Services;

(viii) Preliminary Stormwater Report;

(ix) Traffic Study in accordance with TDC 74.050; and

(x) A written statement addressing each applicable approval criterion and standard.

(5) *Approval Criteria*. All food cart applications must comply with applicable standards in the sections listed below.

(a) *Food Cart*.

(i) The base zone chapters (TDC 40 through 65);

(ii) Overlay zone chapters (TDC 58, 68, 70 through 72); and

(iii) Food Cart standards (TDC 34.800).

(b) *Food Cart Pods and Modifications*.

(i) The base zone chapters (TDC 40 through 65);

(ii) Overlay zone chapters (TDC 58, 68, 70 through 72);

(iii) Food Cart Pod standards (TDC 34.800);

(iv) Landscape standards (TDC 73B);

(v) Parking standards (TDC 73C);

(vi) Waste and Recyclables Management standards (TDC 73D);

(vii) Public and Private Transportation, Facilities, and Utilities standards (TDC 74); and

(viii) Access Management standards (TDC 75).

(6) *Conditions of Approval*. The decision-making authority may impose conditions on the approval of a Food Cart application to ensure compliance with the approval criteria.

(7) *Application Expiration*.

(a) *Food Cart.* Decisions are valid for one year and applications must be renewed annually.

(b) *Food Cart Pods, Type I Modifications, and Type II Modifications*. Decisions expire two years from the effective date unless the applicant has received a building, or grading permit submitted in conjunction with a building permit application, substantial construction has occurred pursuant to the building permit, and an inspection has been performed by a member of the Building Division.

(8) *Extension of Permit Expiration*.

(a) *Food Cart and Type I Modifications.* Approvals may not be extended. A new application is required if the permit expires.

(b) *Food Cart Pods and Type II Modifications*. Approval may be extended if the applicant, or successor interest, submits a written request for an extension of time within two years of the effective date.

(c) Upon receipt of a request for an extension of time, the City will process the extension request under the Type II procedures in TDC 32.220.

(d) The City must provide notice of the extension request to past recipients of the notice of decision and the applicant must post a sign pursuant to TDC 32.150.

(e) The City Manager may grant the extension of time upon finding the following:

(i) The applicant submitted a written extension request prior to the expiration date;

(ii) There have been no significant changes in any conditions, ordinances, regulations or standards of the City or applicable agencies that affect the previously approved project so as to warrant its resubmittal;

(iii) If the previously approved application included a special study, the applicant provided a status report includes a letter from a recognized professional that states that conditions have not changed after the original approval and that no new study is warranted; and

(iv) If the site has been neglected so as to allow the site to become blighted, the deciding party must factor this into its decision.

(f) The City Manager may grant or deny the extension request. The decision must be in writing and must be made within 60 days of receipt of the request for extension. If the decision is to grant the extension, the extension can be no more than a single one-year extension.

(g) Upon making the decision, the City must provide notice of the extension decision as provided in TDC 32.220 for Type II decisions.

CHAPTER 34 - SPECIAL REGULATIONS

TDC 34.700. – Religious Uses.

[…]

TDC 34.800. – Food Carts.

(1) *General Provisions*.

(a) Food carts and food cart pods must maintain an active Tualatin business license.

(b) Food carts must be inspected and licensed by the County Environmental Health Department.

(c) Drive-through services are prohibited for food carts and food cart pods.

(2) *Food Cart Standards*. These standards apply when up to one food cart is located on a site:

(a) The food cart must be located in a zoning district that permits the use.

(b) The food cart must meet a minimum 20-foot setback from property lines located adjacent to a residentially zoned property.

(c) The entire footprint of the food cart must be located on an existing paved parking lot or other hard-surfaced area.

(d) The food cart must not obstruct or otherwise make unsafe any areas designed for pedestrians, emergency access, or vehicle movement to, from, or through the property on which the food cart is located.

(e) Windows and doors used for service to customers must be located a minimum of ten feet from public sidewalks, loading areas, driveways, and on-site circulation drives.

(f) The food cart must not obstruct any public access easement.

(g) The food cart must have wheels and the wheels must remain permanently attached and functional.

(h) Any canopies, awnings, or other attachments to the food cart must maintain a minimum of seven feet of vertical clearance, be entirely supported by the cart, and must be fully collapsed when the food cart is not in operation.

(i) The food cart must be wholly self-contained to include water and wastewater holding tanks. The wastewater holding tank must be serviced by an Oregon Department of Environmental Quality licensed Pumper. The holding tanks shall not be visible from the public right-of-way. Indirect discharge or leakage draining into the storm water system is prohibited.

(j) Connections to electrical utilities must be screened, covered, or hidden from view from the right of way as to minimize visual impacts and prevent tripping hazards or other unsafe conditions.

(k) Waste and recycling containers must be provided and maintained in sanitary condition.

(l) Signage on individual food carts must be limited to signs on the face of the food cart.

(m) The food cart, including canopies, awnings, and attachments must comply with vision clearance and sight distance area requirements, as provided in TDC Chapter 75.

(3) *Food Cart Pod Standards*. These standards apply when two or more food carts are located on a site:

(a) The food cart pod must be located in a zoning district that permits the use.

(b) All food cart pod development must meet the following minimum setbacks:

(i) Ten-feet from all property lines abutting a street;

(ii) Five-feet from any side or rear lot line. Where a property abuts a residential zone, the development must meet a minimum 20-foot setback. Screening will be required in the form of a continuous hedge of evergreen shrubs or cedar fence; and

(iii) Five-feet from other carts or structures.

(c) The food cart pod must include the following structures:

(i) A building that provides public restrooms. Restrooms must have handwashing facilities with hot and cold running water, soap, and paper towels or air dryers. Portable restroom facilities are prohibited; and

(ii) A permanent, built structure that provides weather protection for patrons. The structure must be designed as a long-term site improvement that includes a covered seating area, pavilion, or similar facility. Existing structures may be utilized to fulfill this requirement. Temporary, portable, or readily removable weather protection features may supplement, but shall not substitute for, the required permanent structure.

(iii) All required structures must meet the development standards of the base zone.

(d) Food carts must be located on a paved or concrete surface, and all food cart stall locations must be demarcated on the pavement in a permanent manner.

(e) The site must be arranged in a manner so that food cart operations do not obstruct or otherwise make unsafe, any areas designed for pedestrians, emergency access, or vehicle movement to, from, or through the property.

(f) Where a driveway or loading area provides direct access to food carts or associated pedestrian amenity areas, a removable, retractable, or otherwise controllable physical barrier must be installed at the terminus of the driveway. The barrier must be closed during food cart operating hours to prohibit vehicle access and may be opened only for authorized loading, maintenance, waste collection, or emergency access.

(g) Windows and doors used for service to customers must be located a minimum of ten feet from public sidewalks, loading areas, driveways, and on-site circulation drives, and a minimum of five feet from bicycle parking spaces.

(h) Food cart stalls and associated structures must not obstruct any public access easement.

(i) The food carts must be kept in good repair and the wheels must remain permanently attached and functional.

(j) Any canopies, awnings, or other attachments to any food cart must maintain a minimum of seven feet of vertical clearance and be entirely supported by the cart.

(k) All food carts and customer amenities must be served by a minimum five-foot-wide hard surface walkway.

(l) A minimum of 0.5 bike parking spaces must be provided per food cart. If there is existing bicycle parking accessible to patrons and within 50 feet of the site, lower bicycle parking counts may be accepted on a case-by-case basis.

(m) All storage, including but not limited to: propane tanks, food inventory, cardboard boxes, and cleaning supplies, must be located entirely within a food cart or enclosed accessory building or structure. A maximum of two enclosed accessory storage buildings or structures are permitted per

site, provided that the combined square footage does not exceed 400 square feet and the height of each does not exceed ten feet. Outdoor storage is prohibited.

(n) The food cart pod must have lighting that complies with the following:

(i) Areas occupied by customers must be illuminated when carts operate during hours of darkness; and

(ii) Lighting fixtures must be oriented and/or shielded to prevent glare on abutting properties and rights-of-way.

(o) The food cart pod must be served by the following on-site utilities:

(i) A centralized on-site interceptor facility for the collection and removal of fats, oils, and grease is required. Individual interceptors may be provided in addition to the centralized facility. Indirect discharge or leakage draining into the storm water system is prohibited;

(ii) Utility pedestals for each stall that provide connections to sanitary sewer, water, and electricity. All utilities must be placed underground, in accordance with TDC Chapter 74; and

(iii) Food cart pods must be served by a master-meter. Sub-metering or additional service meters may be considered, subject to City Manager approval.

(p) Signage on individual food carts must be limited to signs on the face of the food cart. Where permitted, monument signs or pole signs for food cart pods must meet the regulations for the base zone as provided in TDC Chapter 38.

(q) Landscaping must meet the applicable standards of TDC Chapter 73B.

(r) Off-street parking and loading areas must meet the applicable standards of TDC Chapter 73C.

(s) Individual trash and recycling receptacles must be dispersed throughout the food cart pod for customer use. A shared waste and recycling enclosure must serve the site and meet the applicable standards of TDC Chapter 73D.

(t) Public and private transportation facilities and utilities must meet the applicable standards of TDC Chapter 74.

(u) Site access must meet the applicable standards of TDC Chapter 75.

CHAPTER 38 - SIGN REGULATIONS

[…]

TDC 38.050. - Exempt Signs.

The following signs are exempt from the regulations of this Chapter, but may be subject to other regulations of the City.

(1) Signs authorized and installed by Clean Water Services or public utilities, such as electricity, natural gas, telephone and cable television, which are directly related to utility facilities in the public right-of-way and easements, and which aid public safety, identify the location of underground or aboveground facilities, or assist the public utility in repairing or maintaining its facilities. Signs erected for office uses, storage yards and other primary activities of the agency or company are not exempt.

(2) Signs erected by the City of Tualatin or the Tualatin Development Commission.

(3) Signs and traffic control devices erected by the State of Oregon or the counties of Washington or Clackamas in the public right-of-way or public easements for traffic control, traffic safety or public works construction purposes.

(4) Signs not legible from public rights-of-way or from outdoor areas open to the public, such as parking lots, outdoor hallways and pass-throughs.

(5) Signs inside a building, except window signs.

(6) Signs affixed to vehicles where the communicative purpose is incidental to the use as a vehicle.

(7) Garage sale signs, erected in accordance with Ordinance No. 554-81, as amended.

(8) Street addresses.

(9) "Neighborhood Watch" and "Block Home" signs.

(10) City-awarded plaques related to historic resources and heritage trees.

(11) "No parking," "handicapped/disabled parking" and "car pool/van pool" signs.

(12) Signage on individual food carts.

[…]

CHAPTER 39 - USE CATEGORIES

TDC 39.325 - Eating and Drinking Establishments.

(1) *Characteristics.* Eating and Drinking Establishments sell food and/or beverages to the general public for on-site consumption and/or take-away service.

(2) *Examples of Uses.*

- Cafes, coffee shops, and delicatessens.
- Restaurants with take-out facilities.
- Restaurants without take-out facilities.
- **Food carts and food cart pods.**
- Taverns, cocktail lounges, brew pubs, bars, and night clubs.

(3) *Exceptions.*

- Food service that is accessory to another use, (e.g., hotel, major entertainment venue), is regulated as part of the primary use.
- Catering or food preparation without on-site consumption is classified as Retail Sales and Services.

~~TDC 39.326 - Mobile Food Unit Development.~~

~~(1) *Characteristics.* A site under common ownership containing two or more mobile food units which are sited for more than 24 hours at one time.~~

~~(2) *Examples of Uses.*~~

- ~~Food cart pod with/ or without beverage service.~~

~~(3) *Exceptions.*~~

- ~~Mobile food units authorized by a Special Event Permit (as issued under TMC 5-5) or Special Assembly Permit (as issued under TMC 6-2).~~
- ~~Food service that is accessory to another use, (e.g., hotel, major entertainment venue), is regulated as part of the primary use.~~
- ~~Catering or food preparation without on-site consumption is classified as Retail Sales and Services.~~

~~(Ord. No. 1480-23, § 7, 8-28-23)~~

CHAPTER 49
INSTITUTIONAL ZONE (IN)

[…]

TDC 49.200. Use Categories.

(1) *Use Categories.* Table 49-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the IN zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 49-1 and restrictions identified in TDC 49.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 49-1
Use Categories in the IN Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
COMMERCIAL USE CATEGORIES		
Eating and Drinking Establishments	**P (L)**	**Permitted uses limited to one food cart on a site, subject to TDC 34.800.**
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	P (L)	Permitted uses limited to places of religious worship.
Community Services	P/C (L)	Permitted uses limited to public recreation buildings and facilities: • Community recreation building; • Indoor community aquatic centers. Conditional uses limited to outdoor public community aquatic centers
Schools	P	—
Offices	P (L)	Permitted uses limited to government offices
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Public Safety and Utility Facilities	P (L)	Permitted uses limited to public works storage yard and shop
Basic Utilities	P/C (L)	Permitted uses limited to water or sewage pump stations and pressure reading stations. Conditional uses limited to: • Water reservoirs; • Electrical substation; and • Natural gas pumping station.
Greenways and Natural Areas	P	—

Parks and Open Space	P (L)	Permitted uses limited to: • Government-owned parks; and • Sports fields and tennis courts.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards in TDC Chapter 73F.

[…]

CHAPTER 50
OFFICE COMMERCIAL ZONE (CO)

[…]

TDC 50.200. Use Categories.

(1) *Use Categories.* Table 50-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CO zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 50-1 and restrictions identified in TDC 50.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 50-1
Use Categories in the CO Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Commercial Recreation	P (L)	Permitted uses limited to health or fitness facilities as defined by TDC 39.115, with indoor operation only.
Eating and Drinking Establishments	**P/**C (L)	**Permitted uses limited to food cart pods, subject to TDC 34.800.** Conditional uses limited to**:** • ~~r~~**R**estaurants as a limited use, subject to TDC 50.210(1). • **Large food cart pods with twenty or more food carts on one site.**
Medical Office	P	—
Office	P	—
Retail Sales and Services	P/C (L)	Permitted uses limited to child day care centers. Conditional uses limited to pharmacies, subject to TDC 50.210(3).
INDUSTRIAL USE CATEGORIES		
Light Manufacturing	C (L)	Conditional uses limited to product assembly, subject to TDC 50.210(4).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations.

		Conditional uses limited to: • Electrical substation; • Natural gas pumping station; and • Water reservoir.
Greenways and Natural Areas	P	—
Parks and Open Space	P (L)	Permitted uses limited to an athletic practice facility.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility, if located within 300 feet of the centerline of Interstate 5; and • Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 51
NEIGHBORHOOD COMMERCIAL ZONE (CN)

[…]

TDC 51.200. Use Categories.

(1) *Use Categories.* Table 51-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CN zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 51-1 and restrictions identified in TDC 51.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 51-1
Use Categories in the CN Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P (L)	Permitted uses limited to one (1) dwelling unit for each business located on the lot.
COMMERCIAL USE CATEGORIES		
Retail Sales and Services	P (L)	Permitted uses limited to: • General merchandise or variety stores; • Food stores, subject to TDC 51.210(1); • Drug store and pharmacy; • Laundry and dry cleaning, subject to TDC 51.210(2); • Beauty and barber shops; Shoe repair; and • Child day care center, subject to TDC 34.100. All commercial uses subject to floor area limitation, see TDC 51.210(3).
Eating and Drinking Establishments	**P/C (L)**	**Permitted uses limited to food cart pods, subject to TDC 34.800.** **Conditional uses limited to large food cart pods with twenty or more food carts on one site.**
INSTITUTIONAL USE CATEGORIES		
Community Services	P(L)	Permitted uses limited to a community center, community recreation facility, or community aquatic center, when open to the general public and operated by a non-profit community organization.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations, pressure reading stations, water quality

		and flow control facilities. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Transportation Facilities	P	—

(Ord. No. 1454-21, § 2, 3-22-21)

[…]

CHAPTER 52
RECREATIONAL COMMERCIAL ZONE (CR)

[…]

TDC 52.200. Use Categories.

(1) *Use Categories.* Table 52-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CR zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 52-1 and restrictions identified in TDC 52.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 52-1
Use Categories in the CR Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to: • Multi-Family Structures; • Manufactured Dwelling Parks.
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home, subject to ORS 329A.440.
Group Living	C (L)	Conditional uses limited to residential facilities.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P (L)	Permitted uses limited to motels.
Commercial Recreation	P/C (L)	Permitted uses limited to: • Boat dock, marina and boat rental; • Public or private camping or picnic grounds, including recreational vehicle parking; • Private meeting, club or lodge hall; and • Dance hall. Conditional uses limited to family recreation center.
Durable Goods Sales	P (L)	Permitted uses limited to nursery or greenhouse with retail sales, subject to TDC 52.120(3)
Eating and Drinking Establishments	P/C (L)	Permitted uses limited to: • Restaurant, without drive-in service; • Restaurant, take-out; • **One food cart on a site, subject to TDC 34.800; and** • Tavern or cocktail lounge.

		Conditional uses limited to restaurant with drive-in service.
Quick Vehicle Servicing	P (L)	Permitted uses limited to Automobile Service Station, subject to TDC 52.210(1).
Retail Sales and Services	P (L)	Permitted uses limited to: • Bakery, for retail sale on the premises only; • Marine supply store; and • Food stores, subject to TDC 52.210(2). All uses are subject to TDC 52.120(3).
INSTITUTIONAL USE CATEGORIES		
Community Services	P (L)	Permitted uses limited to community centers, youth or senior centers, open to the general public.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to: • Electrical substation; • Natural gas pumping station; and • Water reservoir.
Greenways and Natural Areas	P	—
Parks and Open Areas	P	—
Transportation Facilities	P	—
Wireless Communications Facilities	P/C (L)	Permitted uses limited to Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 53
CENTRAL COMMERCIAL ZONE (CC)

[…]

TDC 53.200. Use Categories.

(1) *Use Categories.* Table 53-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CC zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 53-1 and restrictions identified in TDC 53.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 53-1
Use Categories in the CC Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P (L)	Permitted uses limited to: • Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; • Private meeting hall, club or lodge hall, or fraternal organizations; and • Health studio.
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: • Furniture store, including antiques and second-hand furniture; and • Appliance store, subject to TDC 53.210(2); and • Retail sales of home improvement materials and supplies, subject to TDC 53.210(3)
Eating and Drinking Establishments	P**/C (L)**	**Food cart pods, subject to TDC 34.800.** **Conditional uses limited to large food cart pods with twenty or more food carts on one site.** **All other uses permitted outright with some** ~~Some~~ restrictions in the Central Tualatin Overlay Zone, see TDC Chapter 58.
Medical Office	P	—
Office	P	—

Retail Sales and Services	P/C	Conditional use permit required for veterinary clinic. Memorial Planning and Products Center (as defined in TDC 39.115) not permitted. All other uses permitted outright. All uses subject to TDC 53.210(4).
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C	—
Colleges, Universities and Private Career Schools	P/C (L)	Permitted uses limited to business college. All other use are conditional uses.
Community Services	P	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Parks and Open Space	P	—
Public Safety Facilities	P/C (L)	Conditional uses limited to publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facilities	P(L)	Permitted uses limited to: • Wireless Communication Facility Attached; and • Wireless Communication Facility, located within 300 feet of the centerline of I-5.

[…]

CHAPTER 54
GENERAL COMMERCIAL ZONE (CG)

[…]

TDC 54.200. Use Categories.

(1) *Use Categories.* Table 54-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CG zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 54-1 and restrictions identified in TDC 54.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 54-1
Use Categories in the CG District

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home, subject to ORS 329A.440.
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P/C (L)	Permitted uses limited to: Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; and Health or fitness facility, outdoor uses limited subject to TDC 54.220(2). Conditional uses limited to: Family recreation center, as defined in TDC 31.060; and Private meeting hall, club or lodge hall, or fraternal organizations.
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: • Furniture store, including antiques and second-hand furniture; • Appliance store, subject to TDC 54.210(2); • Home improvement store, subject to TDC 54.210(3) and TDC 54.220(4); • Auto leasing office, subject to TDC 54.210(4) and TDC 54.220(4); and

		• Boat, boat motor and boat trailer sales subject to TDC 54.210(5) and TDC 54.220(4). All uses subject to TDC 54.210(1).
Eating and Drinking Establishments	P/**C (L)**	**Food cart pods, subject to TDC 34.800.** **Conditional uses limited to large food cart pods with twenty or more food carts on one site.** **All other uses permitted outright.**
Medical Office	P	—
Office	P	—
Other Educational and Vocational Services	P	—
Quick Vehicle Servicing	P (L)	Permitted uses limited to Automobile Service Stations subject to TDC 54.210(6).
Retail Sales and Services	P/C (L)	Conditional use permit required for outdoor pet activity area associated with Pet Day Care, subject to subject to TDC 54.220(4). Pet Day Care without outdoor activity area is permitted outright. Mortuary not permitted. All other retail sales and service uses permitted outright. All uses subject to TDC 54.210(1).
Vehicle Repair	P	—
INDUSTRIAL USE CATEGORIES		
Light Manufacturing	P (L)	Permitted uses limited to: Optical lens grinder; and Testing laboratory.
Vehicle Storage	P (L)	Permitted uses limited to automobile towing company office and dispatch office, subject to TDC 54.220(4).
Warehouse and Freight Movement	P (L)	Permitted uses limited to frozen food locker.
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C (L)	Conditional uses limited to: • Auditoriums, exhibition halls, or rooms for public assembly; • Churches, synagogues, mosques, temples or other places of worship; and • Theaters.
Colleges, Universities, and Private Career Schools	P/C	Permitted uses limited to a private career school. All other uses require conditional use permit.
Community Services	P	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		

Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations, pressure reading stations. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Parks and Open Space	P (L)	Golf courses and country clubs prohibited. All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and • Publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility, if located within 300 feet of the centerline of Interstate 5; and • Wireless Communication Facility Attached. Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 56
MEDICAL CENTER ZONE (MC)

[…]

TDC 56.200. Use Categories.

(1) *Use Categories.* Table 56-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MC zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 56-1 and restrictions identified in TDC 56.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 56-1
Use Categories in the MC Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Group Living	P (L)	Permitted uses limited to: • Congregate Care Facilities, subject to TDC 56.210(3); • Residential Facilities, subject to TDC 56.210(3); and • Nursing Facilities.
COMMERCIAL USE CATEGORIES		
Eating and Drinking Establishments	P (L)	**One food cart on a site, subject to TDC 34.800. All other uses subject** ~~Subject~~ to TDC 56.210(2).
Retail Sales and Services	P (L)	Permitted uses limited to: • Branch bank/automatic teller; • Barber/beauty shop; • Child day care center; • Durable medical goods sales and rentals; • Fitness center; and • Pharmacy. All uses subject to TDC 56.210(2):
INSTITUTIONAL USE CATEGORIES		
Medical Centers	P/C	Establishment of a helipad as an accessory use requires a conditional use permit.
Colleges, Universities and Private Career Schools	P (L)	Permitted uses limited to nursing schools and other medical training facilities.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations. Conditional uses limited to: • Electrical substation;

		• Natural gas pumping station; and • Water reservoir.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility Attached. Conditional uses limited to: • Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 57
MIXED USE COMMERCIAL ZONE (MUC)[1]

[…]

TDC 57.200. Use Categories.

(1) *Use Categories.* Table 57-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MUC. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 57-1 and restrictions identified in TDC 57.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

Table 57-1
Use Categories in the MUC

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P/C	Permitted housing types subject to TDC 57.220
COMMERCIAL USE CATEGORIES		
Commercial Lodging	P	—
Commercial Recreation	P	—
Commercial Parking	P	—
Durable Goods Sales	P/C (L)	Permitted uses limited to: • Retail sale of furniture and large appliances, pursuant to TDC 57.210; and • Battery electric vehicle showroom subject to TDC 57.210 Conditional uses limited to: • Outdoor sales subject to TDC 57.210.
Eating and Drinking Establishments	P/**C (L)**	**Food cart pods, subject to TDC 34.800.** Drive-through facilities prohibited.

[1]Editor's note(s)—Ord. No. 1438-20, §§ 13, 14, adopted June 22, 2020, repealed ch. 57, §§ 57.005—57.900 and enacted a new ch. 57 as set out herein. Former ch. 57 pertained to mixed use commercial overlay district and derived from Ord. 1062.00, § 9, adopted December 11, 2000; Ord. 1062-00, adopted January 3, 2001; Ord. 1103-02, adopted March 25, 2002; Ord. 1246-07, § 1, adopted September 10, 2007; Ord. 1247-07, adopted October 22, 2007; and Ord. 1427-19, § 28, adopted November 25, 2019.

		Conditional uses limited to large food cart pods with twenty or more food carts on one site. All other uses permitted outright.
Medical Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Other Educational and Vocational Servicing	P	—
Quick Vehicle Servicing	C (L)	Conditional uses limited to: • Automobile service station subject to TDC 57.210.
Retail Sales and Services	P/C (L)	Pet day care without outdoor activity area is permitted outright. Mortuary not permitted. Conditional uses limited to: • Outdoor sales subject to TDC 57.210. All other retail sales and service uses permitted outright.
INSTITUTIONAL USE CATEGORIES		
Assembly Facilities	C (L)	Conditional uses limited to: • Religious institutions or major event entertainment.
Colleges, Universities, and Private Career Schools	C	—
Community Services	P	—
Medical Centers	C	—
Schools	C	—
INFRASTRUCTURE AND UTILITIES CATEGORIES		
Basic Utilities	P (L)	Permitted uses limited to: • Sewer and water pump stations; • Pressure reading stations.
Greenways and Natural Areas	P	P
Parks and Open Space	P (L)	Golf courses and country clubs prohibited. All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and publicly- and privately-operated ambulance facilities. All other uses permitted outright.
Transportation Facilities	P	—

Wireless Communication Facility	P (L)	Permitted uses limited to: • Wireless communication facility attached.

[...]

CHAPTER 60.
LIGHT MANUFACTURING ZONE (ML)

[…]

TDC 60.200. Use Categories.

(1) *Use Categories.* Table 60-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the ML zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 60-1 and restrictions identified in TDC 60.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Use Categories in the Limited Commercial Setback.* Commercial uses may be further restricted within the Limited Commercial Setback, see TDC 60.210(4).

(3) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 60-1
Use Categories in the ML Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to caretaker residence, accessory to a permitted industrial use.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P (L)	Must be located within 60 feet of the CO zone and subject to TDC 60.210(5).
Commercial Recreation	P (L)	Permitted uses limited to health or fitness facility if within 60 feet of the CO district and subject to TDC 60.210(5), or as a limited use in all other locations, subject to TDC 60.210(2).
Durable Goods Sales and Service	P/C (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 60.210(1); and • Retail sale of landscape materials subject to TDC 60.210(3); Conditional uses limited to: • Sale or service of manufactured dwellings; • Boat sales or rental; rental or leasing of autos and light trucks with incidental sale of vehicles; and • Sale of home improvement materials and supplies.
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • **One food cart on a site, subject to TDC 34.800;** • Sale of goods produced on-site subject to TDC 60.210(1); and

		• Restaurant or deli as a secondary use subject to TDC 60.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited to: • Offices for executive, administrative, and professional uses related to the sale or service of industrial products; • Office uses if within 60 feet of the CO zone and subject to TDC 60.210(5); and • Office uses including business and commercial offices, general offices, and real estate offices, but not governmental offices, are a limited use in all other locations, subject to TDC 60.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a secondary use subject to TDC 60.210(2); and • Trade or industrial school and subject to TDC 60.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 60.210(1); • Food or convenience store, mailing operations, reproduction or photocopying services, bank, and medical services as secondary uses subject to TDC 60.210(2); and • Child day care center if within 60 feet of the CO zone and subject to TDC 60.210(5) or if located within a building that is a permitted industrial use.
Quick Vehicle Service	C (L)	Conditional uses limited to: • Automobile Service Stations, subject to TDC 60.210(6); and • Non-Retail Cardlock Fueling Station, subject to TDC 60.210(6). No outside storage or sale of any vehicles is permitted.
Vehicle Repair	C (L)	Subject to TDC 60.210(3).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P/C (L)	Permitted uses limited to electroplating. Conditional uses limited to: • Manufacture of the following types of products: bicycles; small electric generators; small electric motors; motorized boats; sashes and doors; vending machines. • Production or fabrication of metals or metal products including enameling and galvanizing
Light Manufacturing	P/C (L)	Conditional uses limited to: • Machine shop over 7,500 square feet; • Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials;

		• Casting or fabrication of metals. All other uses permitted outright.
Solid Waste Treatment and Recycling	C (L)	Conditional uses limited to recycling collection center.
Vehicle Storage	P (L)	Vehicle storage not permitted within the Limited Commercial Setback. Vehicles sales not permitted. All other uses permitted outright in other locations.
Warehouse and Freight Movement	P/C	Conditional use permit required for cold storage plants. All other uses permitted outright.
Wholesale Sales	P/C (L)	Permitted uses limited to: • Sales of industrial hand tools, industrial supplies such as safety equipment and welding equipment, that are products primarily sold wholesale to other industrial firms or industrial workers; and • Sale, service and rental of construction and industrial equipment to contractors and industrial firms only. Conditional use required for wholesale sales of building materials and supplies
INSTITUTIONAL USE CATEGORIES		
Schools	C	—
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	P (L)/C (L)	Permitted uses limited to public works storage yard and shop. Conditional uses limited to fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 61
GENERAL MANUFACTURING ZONE (MG)

[…]

TDC 61.200. Use Categories.

(1) *Use Categories.* Table 61-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MG zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 61-1 and restrictions identified in TDC 61.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Use Categories in the Limited Commercial Setback.* Commercial uses may be further restricted within the Limited Commercial Setback, see TDC 60.210(4).

(3) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 61-1
Use Categories in the MG Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to one (1) caretaker residence per site.
COMMERCIAL USE CATEGORIES		
Agriculture	P(L)	Permitted uses limited to production of agricultural crops.
Commercial Recreation	P(L)	Limited use in all locations, subject to TDC 61.210(2).
Durable Goods Sales and Service	P/C (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 61.210(1); • Retail sale of landscape materials subject to TDC 61.210(3); and • Additional uses permitted within the Commercial Services Overlay, subject to TDC 61.210(5). Conditional uses limited to: • Sale or service of manufactured dwellings; • Boat sales or rental; rental or leasing of autos and light trucks with incidental sale of vehicles; and • Sale of home improvement materials and supplies.
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • **<u>One food cart on a site, subject to TDC</u>**

		34.800; • Sale of goods produced on-site subject to TDC 61.210(1); and • Restaurant or deli as a limited use subject to TDC 61.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited to: • Offices for executive, administrative, and professional uses related to the sale or service of industrial products; and • Office uses including business and commercial offices, general offices, real estate offices, but not governmental offices, and are a limited use subject to TDC 61.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a limited use subject to TDC 61.210(2); and • Trade or industrial school and subject to TDC 61.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 61.210(1); • Food or convenience store, health or fitness facility, mailing operations, reproduction or photocopying services, bank, and medical services as limited uses subject to TDC 61.210(2); and • Within the Commercial Services Overlay, additional uses subject to TDC 61.210(5).
Quick Vehicle Service	C (L)	Permitted uses limited to Automobile Service Stations subject to TDC 61.210(6); No outside storage or sale of any vehicles is permitted.
Vehicle Repair	P/C (L)	Permitted outright within the Commercial Services Overlay. Conditional use required in other locations subject to TDC 61.210(3).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Concrete batch plants are not permitted in the Leveton Tax Increment District. All other uses permitted outright.
Light Manufacturing	P	—
Solid Waste Treatment and Recycling	C (L)	Conditional uses limited to: • Recycling collection center; • Waste transfer station; and • Resource recovery facility. Recycling collection center or waste transfer

		station are not permitted within the Limited Commercial Setback.
Vehicle Storage	P/C (L)	Conditional use required for bus maintenance and storage facility. Vehicle storage not permitted within the Limited Commercial Setback. Vehicles sales are not permitted. All other uses permitted outright in other locations.
Warehouse and Freight Movement	P/C	Conditional use required for warehousing of building materials and supplies. All other uses permitted outright.
Wholesale Sales	P/C (L)	Permitted uses limited to: • Sales of industrial hand tools, industrial supplies such as safety equipment and welding equipment, that are products primarily sold wholesale to other industrial firms or industrial workers; and • Sale, service and rental of construction and industrial equipment to contractors and industrial firms only. Conditional use permit required for wholesale sales of building materials and supplies.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	P(L)/C (L)	Permitted uses limited to public works storage yard and shop Conditional uses limited to fire station.
Wireless Communication Facility	P (L)	Commercial radio or TV broadcasting antennas not permitted. All other uses permitted outright. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 62
MANUFACTURING PARK ZONE (MP)

[…]

TDC 62.200. Use Categories.

(1) *Use Categories.* Table 62-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MP zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 62-1 and restrictions identified in TDC 62.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 62-1
Use Categories in the MP Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to a caretaker residence when necessary for security purposes.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Commercial Recreation	P (L)	Permitted uses limited to a health or fitness facility as a limited use subject to TDC 62.210(4).
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • **One food cart on a site, subject to TDC 34.800; and** • **Restaurant** ~~a restaurant~~ or deli as a limited use**,** ~~and~~ subject to TDC 62.210(4).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P (L)	Permitted uses limited, see TDC 62.210(2).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational school as a limited use subject to TDC 62.210(4); • Job training or related services as a limited use subject to TDC 62.210(4).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 62.210(1); • Child day care center, subject to TDC 34.200; • Food or convenience store, mailing operations, reproduction or photocopying

		services, bank, and medical services as limited uses subject to TDC 62.210(2).
INDUSTRIAL USE CATEGORIES		
Light Manufacturing	P (L)	Permitted uses limited to: • Manufacture or assembly of electronic or optical instruments, equipment, devices; musical instruments; toys; and sporting goods. • Production of textiles or apparel; • Printing, publishing, and lithography shops; and • Research and development laboratories. Primary processing of organic materials, such as tanning of leather, is prohibited.
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	C (L)	Conditional uses limited to a fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 64
MANUFACTURING BUSINESS PARK ZONE (MBP)

[…]

TDC 64.200. Use Categories.

(1) *Use Categories.* Table 64-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MBP zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 64-1 and restrictions identified in TDC 64.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

(2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

Table 64-1
Use Categories in the MBP Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	P/C (L)	Permitted uses limited to a caretaker residence if located in the Tonquin Light Manufacturing Overlay, subject to TDC 64.210(4). In all other locations, caretaker residence may be permitted as a conditional use.
COMMERCIAL USE CATEGORIES		
Commercial Parking	P	—
Eating and Drinking Establishments	P (L)	Permitted uses limited to: • **One food cart on a site subject to TDC 34.800; and** • A restaurant in the Commercial Services Overlay subject to TDC 64.210(2).
Marijuana Facilities	P (L)	Subject to TDC Chapter 80.
Office	P/C (L)	Permitted uses limited, see TDC 64.210(3).
Retail Sales and Services	P (L)	Permitted uses limited to: • Sale of goods produced on-site subject to TDC 64.210(1); and • Within the Commercial Services Overlay, additional uses subject to TDC 64.210(2).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Primary processing of organic materials, such as tanning of leather, is prohibited. All other uses permitted outright.
Light Manufacturing	P/C (L)	Conditional uses limited to trade and industrial school or training center. Truck driving schools are prohibited.

		All other uses permitted outright.
Warehouse and Freight Movement	P (L)	Permitted uses limited to warehousing uses that are accessory to a permitted industrial use, subject to TDC 64.210(3).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas.	P	—
Public Safety Facilities	P (L)	Permitted uses limited to public works storage yard and shop.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: • Wireless Communication Facility Attached. Conditional uses limited to: • Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

[…]

CHAPTER 65
BASALT CREEK EMPLOYMENT ZONE (BCE)

[…]

TDC 65.200. Use Categories.

(1) *Use Categories.* Table 65-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the BCE zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 65-1 and restrictions identified in TDC 65.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

Table 65-1
Use Categories in the BCE Zone

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
RESIDENTIAL USE CATEGORIES		
Household Living	C (L)	Conditional uses limited to a caretaker residence when necessary for security purposes.
COMMERCIAL USE CATEGORIES		
Commercial Recreation	P (L)	Permitted uses limited to a health or fitness facility subject to TDC 65.210(1).
Eating and Drinking Establishments	P (L)	**Food cart pods subject to TDC 34.800 and 65.210(2).** Drive-through facilities prohibited. All other uses subject to TDC 65.210(1).
~~Mobile Food Unit Development~~	~~P (L)~~	~~Permitted uses limited subject to TDC 65.210(2).~~
Medical Office	P (L)	Permitted uses limited subject to TDC 65.210(1).
Office	P (L)	Permitted uses limited subject to TDC 65.210(3).
Other Educational and Vocational Services	P (L)	Permitted uses limited to: • Correspondence, trade, or vocational schools; and • Job training or related services subject to TDC 65.210(1).
Retail Sales and Services	P (L)	Permitted uses limited to: • Child day care center permitted subject to TDC 34.200. • Retail Sales and Services uses without drive-up or drive-through facilities subject to TDC 65.210(1) and (4).
INDUSTRIAL USE CATEGORIES		
Heavy Manufacturing	P (L)	Permitted uses limited to: • Casting or fabrication of metals, including electroplating;

		• Manufacture, assembly, processing, or packaging of the following types of products: batteries; bicycles; boilers; bottles; brick, tile or terra cotta; cans; chainsaws; dryers; electric generators; electric motors; electric transformers; engines, larger gasoline or diesel; freezers; heating and cooling equipment; ladders; lawnmowers; manufactured dwellings; marine pleasure craft; motor vehicles; paint; prefabricated building or structural members for buildings; sashes and doors; signs and display structures; refrigerators; rototillers; vending machines; washing machines; and windows; • Other similar advanced manufacturing uses as determined by application of TDC 31.070.
Light Manufacturing	P/C (L)	Conditional uses limited to trade and industrial school or training center. Truck driving schools are prohibited. All other uses Permitted outright except: Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials are prohibited.
Warehouse and Freight Movement	P/C (L)	Permitted and Conditional uses limited subject to TDC 65.210(5).
Wholesale Sales	P (L)	Permitted uses limited to: • Sales of industrial products primarily sold wholesale to other industrial firms or industrial workers, subject to TDC 65.210(6).
INFRASTRUCTURE AND UTILITIES USE CATEGORIES		
Basic Utilities	P	—
Greenways and Natural Areas	P	—
Public Safety Facilities	C (L)	Conditional uses limited to a fire station.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.

(Ord. No. 1480-23, § 9, 8-28-23)

TDC 65.210. Additional Limitations on Uses.

(1) *Commercial Recreation, Eating and Drinking Establishments, Medical Office, Vocational Services, and/or Retail Sales and Services.* Except for Child Day Care Centers, permitted uses in these categories, as specified in Table 65-1, are subject to the following additional standards.

(a) *Maximum Size.* The use must not exceed 5,000 square feet for any individual use or a total of 20,000 square feet of uses on the site.

(b) *Location Standard.* The use or uses must be located on a lot, parcel or development site that has at least 150 feet of frontage on SW Graham's Ferry Road.

(2) ***Food Cart Pod*** ~~*Mobile Food Unit Development*~~. A **food cart pod** ~~mobile food unit development~~ is a permitted use as specified below.

(a) *Maximum Size.* A **food cart pod** ~~mobile food unit development~~ may contain up to ten **food carts** ~~mobile food units~~. ~~Each mobile food unit must not exceed 200 square feet.~~ The **total food cart pod** ~~combination of mobile food units and additional structures accessory to or in support of the~~ development must not exceed 20,000 square feet.

(b) *Location Standard.* One single **food cart pod** ~~mobile food unit~~ development within the BCE district is allowed and must be located on a lot, parcel, or development site that has at least 150 feet of frontage on SW Graham's Ferry Road.

~~(c) *Outdoor Storage.* All operations must be conducted within a structure or within an area that is screened from public view.~~

~~(d) *Architectural Review Required.* A mobile food unit development is subject to Architectural Review and Approval under TDC 33. Compliance with associated development standards is required.~~

(3) *Offices.* Offices are a permitted use as specified below.

(a) *Uses Accessory to an Industrial Use.* Office uses accessory to a permitted light and/or heavy manufacturing use are permitted.

(b) *Limited Uses.* A primary office use must not exceed 20,000 square feet on the site.

(4) *Sale of Goods Produced On-Site.* The retail sale of goods produced on-site is permitted, provided that the retail sale area does not exceed 5,000 square feet.

(5) *Warehouse and Freight Movement.* Warehouse and freight movement is allowed as specified below.

(a) *Limited Use as Accessory to a Manufacturing Use.* The use must be conducted wholly in conjunction with a permitted light and/or heavy manufacturing use on the same lot, parcel, or development site, and facilitate the storage and distribution of goods produced on-site.

(i) *Maximum Size.* The use must not exceed more than 50 percent of the gross floor area of the permitted light and/or heavy manufacturing use. A Conditional Use Permit is required for uses greater than 50 percent and up to 200 percent of the gross floor area of the permitted light and/or heavy manufacturing use.

(b) *Other Limited Uses.* A primary warehouse and freight movement use may be permitted on a site that includes a light and/or heavy manufacturing use comprising a minimum of 30 percent of the total building square footage on the site. No single building may exceed 150,000 square feet in size.

(6) *Wholesale Sales.* Wholesale sales is a permitted use as specified below.

(a) *Limited Uses.* A primary wholesale sales use is limited to the sales of industrial products primarily sold wholesale to other industrial firms or industrial workers may be permitted on a site that includes a light and/or heavy manufacturing use comprising a minimum of 30 percent of the total building square footage on the site. No single building may exceed 150,000 square feet in size.

(7) *Outdoor Uses.* All uses must be conducted wholly within a completely enclosed building, except off-street parking and loading, Basic Utilities, Wireless Communication Facilities or as otherwise provided by this section.

[…]

Erin Engman

From: DLCD Plan Amendments <plan.amendments@dlcd.oregon.gov>
Sent: Friday, August 14, 2026 3:32 PM
To: Erin Engman
Subject: Confirmation of PAPA Online submittal to DLCD

Tualatin

Your notice of a proposed change to a comprehensive plan or land use regulation has been received by the Oregon Department of Land Conservation and Development.
Local File #: PTA 26-0002
DLCD File #: 002-26
Proposal Received: 8/14/2026
First Evidentiary Hearing: 9/28/2026
Submitted by: eengman

If you have any questions about this notice, please reply or send an email to plan.amendments@dlcd.oregon.gov.

CMGOregon

PO Box 310 Gresham, OR 97030
Phone: 503-684-0360 Fax: 503-620-3433
E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, ss
I, Deseri Cerruti, being first duly sworn, depose and say that I am the Principal Clerk of the **The Times**, a newspaper of general circulation, published in Washington County, Oregon, as defined by ORS 193.010 and 193.020, that

Owner: City of Tualatin
Description: PTA 26-0002 Notice of Hearing
Ad#: 392725

A copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 week(s) in the following issue(s):
09/04/2026

Deseri Cerruti (Principal Clerk)

Subscribed and sworn to before me this 09/04/2026.

NOTARY PUBLIC FOR OREGON

OFFICIAL STAMP
JOSHUA MARTIN VELASQUEZ
NOTARY PUBLIC - OREGON
COMMISSION NO. 1068243
MY COMMISSION EXPIRES MAY 31, 2030

Acct #: 146536
Attn: Erin Engman
TUALATIN, CITY OF
18880 SW MARTINAZZI AVE
TUALATIN, OR 97062

EXHIBIT A

NOTICE OF HEARING - CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Tualatin City Council at 7:00 p.m., Monday, September 28, 2026, at the Tualatin Service Center.

You are invited to attend and participate in the public hearing.
The City of Tualatin is proposing a Plan Text Amendment that would amend the Tualatin Development Code (TDC) to establish a new application process for food cart development and to establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code. Local File No. PTA 26-0002.

The public is invited to comment by e-mail, writing or by testifying at the hearing. Written comments can be made by email to planning@tualatin.gov or submitted at the hearing. Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the City Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Legislative hearings begin with the Mayor opening the hearing, presentation of the staff report, public testimony, questions of staff or anyone who testified by Council, after which the Mayor closes the public hearing, and Council may then deliberate to a decision and a motion would be made to either approve, deny, or continue the public hearing. The time of individual testimony may be limited.

For those who would prefer to make verbal comment at the hearing, there are two options:

- **Zoom teleconference.** Instructions on how to provide comment will be provided during the meeting itself.
    - Full instructions and a current link are available at: https://tualatinoregon.gov/meetings/

- **Attend in person at the Tualatin Service Center** at 10699 SW Herman Road in Tualatin

To view application materials visit: https://tualatinoregon.gov/projects/food-cart-pod-regulations/

A staff report will available seven days prior to the public hearing. This meeting and any materials being considered can be made accessible upon request.

To grant the amendment, Council must find the proposal meets the applicable criteria in Tualatin Development Code Chapters 32 and 33.

CITY OF TUALATIN, OREGON

Publish September 4, 2026 TT392725

Erin Engman

From: Erin Engman
Sent: Tuesday, August 18, 2026 9:26 AM
To: cityofdurham@comcast.net; planningteam@ci.king-city.or.us; planning@lakeoswego.city; manager@cityofrivergrove.com; planning@sherwoodoregon.gov; schuylerw@tigard-or.gov; bateschell@wilsonvilleoregon.gov; planning@wilsonvilleoregon.gov; kenken@clackamas.us; Dyami_Valentine@washingtoncountyor.gov; Carol_Johnson@washingtoncountyor.gov; deqinfo@deq.state.or.us; landusenotifications@oregonmetro.gov; ODOT_R1 _DevRev@odot.oregon.gov; baldwinb@trimet.org; LUComments@cleanwaterservices.org; alexander.mcgladrey@tvfr.com; KHerrod@republicservices.com; lburton@ttsd.k12.or.us; gbennett@sherwood.k12.or.us; info@theintertwine.org; OR.METRO.ENGINEERING@ZIPLY.COM; richard.girard@nwnatural.com; icrawford@wccca.com; tod.shattuck@pgn.com; brandon.fleming@pgn.com; Kenneth.Spencer@pgn.com; david.underwood@pgn.com; Ali Unverzagt
Cc: Sherilyn Lombos; Don Hudson; Kevin McConnell; Heather Heidel; Aquilla Hurd-Ravich; Teresa M Montalvo; Mike McCarthy; Tony Doran; Hayden Ausland; Sidaro Sin; Tom Steiger; Terrance Leahy; Ernie Castro; Tom Scott; Martin Loring; Erin Engman; Keith Leonard; Madeleine Nelson; Paul Garcia; Lauren Gonzalez; Brooke Baxter; Dustin Schull; Kira Hein
Subject: Notice of Hearing - PTA 26-0002 Food Cart Pod Regulations
Attachments: PTA 26-0002 Notice of Hearing.pdf

CITY of TUALATIN

NOTICE OF HEARING - CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Tualatin City Council at 7:00 p.m., Monday, September 28, 2026, at the Tualatin Service Center.

You are invited to attend and participate in the public hearing.
The City of Tualatin is proposing a Plan Text Amendment that would amend the Tualatin Development Code (TDC) to establish a new application process for food cart development and to establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code. Local File No. PTA 26-0002.

The public is invited to comment by e-mail, writing or by testifying at the hearing. Written comments can be made by email to planning@tualatin.gov or submitted at the hearing. Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the City Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Legislative hearings begin with the Mayor opening the hearing, presentation of the staff report, public testimony, questions of staff or anyone who testified by Council, after which the Mayor closes the public hearing, and Council may then deliberate to a decision and a motion would be made to either *approve*, *deny*, or *continue* the public hearing. The time of individual testimony may be limited.

For those who would prefer to make verbal comment at the hearing, there are two options:

- **Zoom teleconference.** Instructions on how to provide comment will be provided during the meeting itself.
    - Full instructions and a current link are available at: https://tualatinoregon.gov/meetings/

- **Attend in person at the Tualatin Service Center** at 10699 SW Herman Road in Tualatin

To view application materials visit: https://tualatinoregon.gov/projects/food-cart-pod-regulations/

A staff report will available seven days prior to the public hearing. This meeting and any materials being considered can be made accessible upon request.

To grant the amendment, Council must find the proposal meets the applicable criteria Tualatin Development Code Chapters 32 and 33.

CITY OF TUALATIN, OREGON

Erin Engman, AICP
Senior Planner
Phone: 503.691.3024
tualatinoregon.gov

Erin Engman

From: Erin Engman
Sent: Tuesday, August 18, 2026 9:33 AM
To: Riverparkcio@gmail.com; katepinamonti@hotmail.com; christine@newmountaingroup.com; rockybixby@hotmail.com; maronde@msn.com; jasuwi7@gmail.com; cio.East.west@gmail.com; doug_ulmer@comcast.net; keenanwoods7@gmail.com; keenanwoods7@gmail.com; jvanetten59 @gmail.com; tualatinmidwestcio@gmail.com; tmpgarden@comcast.net; sixgill@comcast.net; jdrsr80 @gmail.com; snoelluwcwle@yahoo.com; theawood48@gmail.com; MartinazziWoodsCIO@gmail.com; lisacat831@frontier.com; abuenzli_pdx@hotmail.com; shuggins6 @gmail.com; ClaudiaSterling68@gmail.com; kimberlypoole1@aol.com; solson.1827@gmail.com; TualatinIbachcio@gmail.com; Parsons.Patricia@outlook.com; afbohn@gmail.com; edkcnw@comcast.net; Byromcio@gmail.com; timneary@gmail.com; jujuheir@aol.com; dtcme99 @comcast.net; katzmari22@gmail.com; tualatincommercialcio@gmail.com; tualatincommercialcio@gmail.com; scottm@capacitycommercial.com; scottm@capacitycommercial.com; ksdrangsholt@yahoo.com; christine@newmountaingroup.com; robertekellogg@yahoo.com; sonyanybergrygh@gmail.com; gotothezonewellness@gmail.com; Parsons.Patricia@outlook.com; beth.hancock@trailblazers.com
Cc: Megan George; Betsy Ruef; Robin Doughty
Subject: Notice of Hearing - PTA 26-0002 Food Cart Pod Regulations
Attachments: PTA 26-0002 Notice of Hearing.pdf

CITY of TUALATIN

NOTICE OF HEARING - CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Tualatin City Council at 7:00 p.m., Monday, September 28, 2026, at the Tualatin Service Center.

You are invited to attend and participate in the public hearing.
The City of Tualatin is proposing a Plan Text Amendment that would amend the Tualatin Development Code (TDC) to establish a new application process for food cart development and to establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code. Local File No. PTA 26-0002.

The public is invited to comment by e-mail, writing or by testifying at the hearing. Written comments can be made by email to planning@tualatin.gov or submitted at the hearing. Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the City Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Legislative hearings begin with the Mayor opening the hearing, presentation of the staff report, public testimony, questions of staff or anyone who testified by Council, after which the Mayor closes the public hearing, and Council

may then deliberate to a decision and a motion would be made to either *approve*, *deny*, or *continue* the public hearing. The time of individual testimony may be limited.

For those who would prefer to make verbal comment at the hearing, there are two options:

- **Zoom teleconference.** Instructions on how to provide comment will be provided during the meeting itself.
    - Full instructions and a current link are available at: https://tualatinoregon.gov/meetings/

- **Attend in person at the Tualatin Service Center** at 10699 SW Herman Road in Tualatin

To view application materials visit: https://tualatinoregon.gov/projects/food-cart-pod-regulations/

A staff report will available seven days prior to the public hearing. This meeting and any materials being considered can be made accessible upon request.

To grant the amendment, Council must find the proposal meets the applicable criteria Tualatin Development Code Chapters 32 and 33.

CITY OF TUALATIN, OREGON

Erin Engman, AICP
Senior Planner
Phone: 503.691.3024
tualatinoregon.gov

From:	Erin Engman
To:	auerbachfmd@gmail.com; councilor.kellogg@gmail.com
Cc:	Erin Engman; Teresa M Montalvo
Subject:	Notice of Hearing - PTA 26-0002 Food Cart Pod Regulations
Date:	Thursday, August 20, 2026 12:50:45 PM
Attachments:	image001.png image002.png PTA 26-0002 Notice of Hearing.pdf

---

CITY of TUALATIN

NOTICE OF HEARING - CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Tualatin City Council at 7:00 p.m., Monday, September 28, 2026, at the Tualatin Service Center.

You are invited to attend and participate in the public hearing.
The City of Tualatin is proposing a Plan Text Amendment that would amend the Tualatin Development Code (TDC) to establish a new application process for food cart development and to establish regulations for food cart pods. A companion Ordinance will amend Tualatin Municipal Code 9-10 to remove regulations for individual food carts which are being brought into the Development Code. Local File No. PTA 26-0002.

The public is invited to comment by e-mail, writing or by testifying at the hearing. Written comments can be made by email to planning@tualatin.gov or submitted at the hearing. Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the City Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Legislative hearings begin with the Mayor opening the hearing, presentation of the staff report, public testimony, questions of staff or anyone who testified by Council, after which the Mayor closes the public hearing, and Council may then deliberate to a decision and a motion would be made to either *approve*, *deny*, or *continue* the public hearing. The time of individual testimony may be limited.

For those who would prefer to make verbal comment at the hearing, there are two options:

- **Zoom teleconference.** Instructions on how to provide comment will be provided during the meeting itself.

Full instructions and a current link are available at:
https://tualatinoregon.gov/meetings/

- **Attend in person at the Tualatin Service Center** at 10699 SW Herman Road in Tualatin

To view application materials visit: https://tualatinoregon.gov/projects/food-cart-pod-regulations/

A staff report will available seven days prior to the public hearing. This meeting and any materials being considered can be made accessible upon request.

To grant the amendment, Council must find the proposal meets the applicable criteria Tualatin Development Code Chapters 32 and 33.

CITY OF TUALATIN, OREGON

CITY of TUALATIN

Erin Engman, AICP
Senior Planner
Phone: 503.691.3024
tualatinoregon.gov

September 21, 2026

Nicole Morris, Deputy City Recorder
18880 SW Martinazzi Ave. Tualatin OR 90762-7092

Re: *Proposed Ordinance 1461-26 (Food Cart Pods)*

Dear Ms. Morris,

The IDEA Committee appreciates the opportunity to provide comment on the proposed food cart pod ordinance for the City of Tualatin.

Early on in our committee discussions we identified that allowing food cart pods in Tualatin would be one of the most natural ways to bring diverse groups of people together on a regular basis. Many of us have visited and eaten at food cart pods in surrounding communities. We've seen the range of culinary diversity that attracts a diverse group of diners because we can all find something we are accustomed to eating – or to even try something new. So we are pleased to see in the purpose statement of the ordinance "Food cart pods provide unique eating and drinking options that serve as community destinations and gathering spaces".

We are also happy to see in the purpose statement "Food cart pods provide opportunities for small-scale entrepreneurship." However, the ordinance as drafted does not appear to reflect that opportunity. As written, whenever there are 2 food carts or more together in a pod, it would require a permanent structure with a plumbed bathroom and seating enclosure. That seems to create a high barrier of entry to develop a food card pod with just a handful of food carts.

In order for Tualatin's ordinance to swiftly achieve the outcomes desired, it needs to be accessible and financially attainable to diverse food providers. If the requirements are too stringent and costly it may only draw the most affluent businesses. The fewer food carts in a pod, the lower the risk - so less stringent requirements get put in place and removes financial barriers for food providers. The higher number of food carts, the higher the risk – so more stringent requirements are prescribed. Such a risk-based tiered regulatory system leaves it up to the market to determine how fast and how big food cart pods get established in a community.

The Planning Commission is on the right track by recognizing and noting that there *may be an eventual need* for such a tiered system. But we encourage the City Council to consider incorporating a tiered approach now into its initial food cart pod ordinance. This will allow the first-ever food cart pod in Tualatin to more swiftly be established and draw diverse crowds. A risk-based tiered approach is what surrounding communities have demonstrated works best after much trial and error. Other communities have found tiered approaches based on risk to work best. Both Tigard and Happy Valley include provisions that have lighter regulations for up to a grouping of about 10 carts. Being one of the final local communities to allow food cart pods, Tualatin is well-positioned to avoid a long drawn out period of trial and error and instead use a proven, successful approach from the outset.

With the IDEA committee's vision to have a location that brings together people from all sorts of backgrounds, we recommend a tiered system be established now and the first tier of lighter regulatory requirements be for food cart pods with up to 10 food carts. Then requirements would begin to escalate after 10 food carts.

Thank you for taking the initiative to finally allow food cart pods in Tualatin. And we appreciate your listening to our perspective.

The City of Tualatin IDEA Committee

From:	Sherilyn Lombos
To:	Aquilla Hurd-Ravich; Teresa M Montalvo; Erin Engman
Subject:	FW: Food Trucks and Food Pods
Date:	Monday, September 28, 2026 2:13:00 PM

Sherilyn Lombos
City Manager
Phone: 503.691.3010

From: Kent Drangsholt <ksdrangsholt@yahoo.com>
Sent: Monday, September 28, 2026 12:53 PM
To: Council <council@tualatin.gov>
Subject: Food Trucks and Food Pods

For Entry to the public record:

Greetings Council Members,

As a small business owner in Tualatin, I strongly support allowing food carts and food pods in my zone. (On the NE corner of Tualatin, across the I-5 freeway). I believe that bringing more small business entrepreneurs to Tualatin would bring an economic stimulus to the city as well as give a "vibe" that the city is seeking. The least number of rules and regulations should be applied to these businesses. I do agree that the availability of permanent bathrooms is essential. That one items would mean that the cart(s) are only open while the business they are renting space from is open. This symbiotic relationship is crucial to the mutual benefit of the businesses.

Thank you for reading my input.

Kent Drangsholt, Founder
TGSW Antiques & Collectibles Corp.
503-572-9959 (text-friendly)
TheGarageSaleWarehouseOregon.com
Since 2012

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Teresa Montalvo, Planning Manager

FROM: Erin Engman, AICP, Senior Planner

DATE: September 28, 2026

SUBJECT:
Consideration of Ordinance 1462-26, amending the Tualatin Municipal Code (TMC) Title 9-10 regulations applicable to pushcart regulations.

RECOMMENDATION:
Staff recommends Council adopt Ordinance No. 1462-26.

EXECUTIVE SUMMARY:
On April 27, 2026, the Council directed staff to revisit the food cart policy as identified in 2030 Vision.

Ordinance No. 1462-26 amends the Tualatin Municipal Code 9-10 to remove regulations for individual food carts, which are being brought into the development code under a companion ordinance (No. 1461-26). Remaining regulations will permit pushcarts to operate on private property, while protecting the health, safety, and welfare of the public.

OUTCOMES OF DECISION:
If adopted, Ordinance No. 1462-26 will be effective 30 days after adoption.

ATTACHMENTS:

Ordinance 1461 - 26

Exhibit 1 – PTA 26-0001 Text Amendment (Clean)

Exhibit 2 – PTA 26-0001 Text Amendment (Formatted)

ORDINANCE NO. 1462-26

AN ORDINANCE AMENDING TITLE 9-10 OF THE TUALATIN MUNICIPAL CODE APPLICABLE TO PUSHCART REGULATIONS.

WHEREAS, the Tualatin Municipal Code Chapter 9 establishes general regulations within the City; and

WHEREAS, Chapter 9-10- Mobile Food Unit Regulations, currently permits mobile food units to operate on private property within the City; and

WHEREAS, Ordinance No. 1461-26, among other things includes regulations for individual food carts and clarifies the definitions for food carts and food cart pods; and

WHEREAS, TMC 9-10-020 currently defines the term “mobile food unit” as a vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway, or water on which food is prepared, processed, or converted, or which is used in selling and dispensing food to the public- and includes, but are not limited to, food trucks, food carts, and pushcarts; and

WHEREAS, following the adoption of Ordinance No. 1461-26, pushcarts are the only remaining carts to be regulated under TMC 9-10, making the term “mobile food units” obsolete; and

WHEREAS, it is in the public interest to regulate pushcarts on private property within the city to protect public health, safety, and welfare.

NOW, THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The Tualatin Municipal Code (TMC) Chapter 9-10 is hereby amended as set forth in Exhibits 1 and 2, attached hereto.

Section 2. Severability. Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

Section 3. Effective Date. As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

ADOPTED by the City Council this 28th day of September, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

CHAPTER 9-10 PUSHCART REGULATIONS

TMC 9-10-010 Purpose and Applicability.

(1) The purpose of this Chapter is to permit pushcarts to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public.

(2) The requirements of this Chapter do not apply to a pushcart that operates:

(a) As a vendor under an approved City event permit;

(b) Under a street closure permit granted by the City;

(c) On private property authorized by a Special Event Permit issued under TMC 5-5;

(d) On private property authorized by a Special Assembly permit issued under TMC 6-2; or

(e) At private catering events where the sale or distribution of food is not open to the public.

(Ord. No. 1403-17, § 1, 10-9-17; Ord. No. 1480-23, § 4, 8-28-23)

TMC 9-10-020 Definitions.

Pushcart means a non-motorized cart designed to be pushed or pulled by a person.

Site means a lot or parcel of property on which a pushcart is permitted to operate.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-030 Pushcart Permit Required.

(1) Any person wanting to operate a pushcart must obtain a City of Tualatin Pushcart Permit prior to operating a pushcart within the City.

(2) An applicant for a Pushcart Permit must provide the following information to the City:

(a) The name and contact information of the pushcart operator;

(b) The specific location of where the pushcart intends to operate and the intended duration of operation;

(c) The name, contact information, and proof of consent from the owner of the property where the pushcart intends to operate;

(d) Proof of a City of Tualatin business license; and

(e) Proof that establishes the person has obtained all required health and sanitary licenses from the State of Oregon and Washington or Clackamas Counties, as applicable.

(3) If the applicant shows proof satisfactory to the City that the application criteria have been met, the City will grant the Pushcart Permit.

(4) If the City denies the Pushcart Permit, the City will notify the applicant in writing of the reasons for the denial. An applicant may correct the deficiency or appeal the denial.

(5) An applicant may appeal a denial of a Pushcart Permit to the City Manager by filing a request for review. The request for review must contain a copy of the denial notice, a request for a hearing or request for written review without a hearing, and a statement setting forth the reason(s) that the denial of the Pushcart Permit was in error. The City Manager, or designee, will set the matter for a hearing and allow the applicant to

present evidence and argument to support the applicant's position. The City Manager must make a written decision within 30 days of the conclusion of the hearing. The City Manager's decision is final on the matter.

(6) A person granted a Pushcart Permit must notify the City of any changes in the information provided in the Pushcart application within 30 days of the change, and update such information annually.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-040 Operating Requirements.

(1) A person operating a pushcart must comply with all applicable policies and regulations set forth by the Tualatin Municipal Code and the Tualatin Development Code, including, but not limited to, all traffic laws and parking regulations.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-050 Site Standards.

(1) Pushcarts, including all items associated with the operation, must not obstruct pedestrian pathways, driveways, drive aisles, sidewalks, streets, or public rights-of-way, or otherwise create a traffic or safety hazard.

(2) Pushcarts must operate only within an existing paved parking lot or other hard-surfaced area.

(3) Only one pushcart is allowed to be present at a site at any one time.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-060 Pushcarts.

(1) Pushcarts are allowed to operate in the following planning districts:

- (a) CC—Central Commercial;
- (b) CG—General Commercial;
- (c) ML—Light Manufacturing;
- (d) MG—General Manufacturing; and
- (e) MP—Manufacturing Park.

(2) Pushcarts must comply with the following standards:

- (a) Be no larger than six feet in length;
- (b) Not locate within 200 feet of a restaurant or fruit and vegetable market without written consent from the proprietor of the restaurant or market;
- (c) Not conduct business on public sidewalks without obtaining a permit from the City;
- (d) Not operate on a private sidewalk, except by permission of the property owner; and
- (e) Comply with the Site Standards in TMC 9-10-050.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-070 Joint and Several Liability.

Any person who owns a pushcart will be held jointly and severally liable with any person that operates the pushcart for any violation of this Chapter.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-080 Violations.

(1) Any person who violates any provision of this Chapter commits a civil infraction and is subject to a fine of up to $1,000.00. Each violation, and each day that a violation continues, is a separate civil infraction.

(2) The civil infraction procedures in TMC Chapter 7-01 apply to the prosecution of any violation of this Chapter.

(3) In addition to prosecution for a civil infraction, a person found in violation of any provision of this Chapter may have a Pushcart Permit revoked.

   (a) Prior to revocation, the City Manager, or designee, must provide the person with written notice of the alleged violation and an opportunity to rebut the allegations.

   (b) The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument.

   (c) Upon conclusion of the hearing, the City Manager, or designee, must make a written decision within 30 days of the conclusion of the hearing. The City Manager's, or designee's, decision is final on the matter.

(Ord. No. 1403-17, § 1, 10-9-17)

CHAPTER 9-10 ~~MOBILE FOOD UNIT~~ PUSHCART REGULATIONS

~~**Sections:**~~

TMC 9-10-010 Purpose and Applicability.

(1) The purpose of this Chapter is to permit ~~mobile food units~~ **pushcarts** to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public.

(2) The requirements of this Chapter do not apply to a ~~mobile food unit~~ **pushcart** that operates:

(a) As a vendor under an approved City event permit;

(b) Under a street closure permit granted by the City;

(c) On private property authorized by a Special Event Permit issued under TMC 5-5;

(d) On private property authorized by a Special Assembly permit issued under TMC 6-2; **or**

~~(e) Under the authority of any other permit issued by the City where the City indicates approval of a mobile food unit; or~~

(~~f~~**e**) At private catering events where the sale or distribution of food is not open to the public.

~~(g) A mobile food unit development.~~

(Ord. No. 1403-17, § 1, 10-9-17; Ord. No. 1480-23, § 4, 8-28-23)

TMC 9-10-020 Definitions.

~~*Mobile Food Unit* means a vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway, or water on which food is prepared, processed, or converted, or which is used in selling and dispensing food to the public. Mobile Food Units include, but are not limited to, food trucks, food carts, and pushcarts.~~

~~*Person* means individuals, corporations, associations, firms, partnerships, limited liability companies, and joint stock companies.~~

Pushcart means a non-motorized cart designed to be pushed or pulled by a person.

Site means a lot or parcel of property on which a ~~mobile food unit~~ **pushcart** is permitted to operate.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-030 ~~Mobile Food Unit~~ Pushcart Permit Required.

(1) Any person wanting to operate a ~~mobile food unit~~ **pushcart** must obtain a City of Tualatin ~~Mobile Food Unit~~ **Pushcart** Permit prior to operating a ~~mobile food unit~~ **pushcart** within the City.

(2) An applicant for a ~~Mobile Food Unit~~ **Pushcart** Permit must provide the following information to the City:

~~(a) The name and contact information of the mobile food unit owner;~~

(~~b~~**a**) The name and contact information of the ~~mobile food unit~~ **pushcart** operator;

(~~c~~**b**) The specific location of where the ~~mobile food unit~~ **pushcart** intends to operate and the intended duration of operation;

(~~d~~**c**) The name, contact information, and proof of consent from the owner of the property where the ~~mobile food unit~~ **pushcart** intends to operate;

(~~e~~**d**) Proof of a City of Tualatin business license; and

(~~f~~**e**) Proof that establishes the person has obtained all required health and sanitary licenses from the State of Oregon and Washington or Clackamas Counties, as applicable.

(3) If the applicant shows proof satisfactory to the City that the application criteria have been met, the City will grant the ~~Mobile Food Unit~~ **Pushcart** Permit.

(4) If the City denies the ~~Mobile Food Unit~~ **Pushcart** Permit, the City will notify the applicant in writing of the reasons for the denial. An applicant may correct the deficiency or appeal the denial.

(5) An applicant may appeal a denial of a ~~Mobile Food Unit~~ **Pushcart** Permit to the City Manager by filing a request for review. The request for review must contain a copy of the denial notice, a request for a hearing or request for written review without a hearing, and a statement setting forth the reason(s) that the denial of the ~~Mobile Food~~ **Pushcart** Permit was in error. The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument to support the applicant's position. The City Manager must make a written decision within 30 days of the conclusion of the hearing. The City Manager's decision is final on the matter.

(6) A person granted a ~~Mobile Food Unit~~ **Pushcart** Permit must notify the City of any changes in the information provided in the ~~Mobile Food Unit~~ **Pushcart** application within 30 days of the change, and update such information annually.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-040 Operating Requirements.

(1) A person operating a ~~mobile food unit~~ **pushcart** must comply with all applicable policies and regulations set forth by the Tualatin Municipal Code and the Tualatin Development Code, including, but not limited to, all traffic laws and parking regulations.

~~(2) A person operating a mobile food unit must comply with all health, safety, and environmental laws, including, but not limited to, proper disposal of cooking waste and wastewater.~~

~~(3) A mobile food unit must have wheels and the wheels must not be removed.~~

(Ord. No. 1403-17, § 1, 10-9-17)

~~TMC 9-10-050 Location Standards.~~

~~(1) Mobile food units are allowed to operate in the following planning districts:~~

~~(a) CO—Commercial Office—except a mobile food unit cannot operate in the CO planning district if the location of the mobile food unit is within 200 feet of the Central Commercial (CC) planning district;~~

~~(b) CR—Recreational Commercial;~~

~~(c) CG—General Commercial—that portion of the General Commercial Zone that abuts Highway 99W (Pacific Highway);~~

~~(d) MC—Medical Center;~~

~~(e) ML—Light Manufacturing;~~

~~(f) MG—General Manufacturing;~~

~~(g) MP—Manufacturing Park;~~

~~(h) MBP—Manufacturing Business Park;~~

~~(i) IN—Institutional; and~~

~~(j) BCE—Basalt Creek Employment~~.

~~(2) Mobile food units are prohibited to operate within 100 feet of a gas station.~~

~~(Ord. No. 1403-17, § 1, 10-9-17; Ord. No. 1434-20, § 1, 4-13-20; Ord. No. 1480-23, § 4, 8-28-23)~~

TMC 9-10-0~~6~~**5**0 Site Standards.

(1) ~~Mobile food units~~ **Pushcarts**, including all items associated with the operation, must not obstruct pedestrian pathways, driveways, drive aisles, sidewalks, streets, or public rights-of-way, or otherwise create a traffic or safety hazard.

~~(2) Mobile food unit operators must provide garbage and recycling for patrons.~~

~~(3) Mobile food units must have self-contained water, sewer, and electrical systems, as applicable.~~

~~(4) Mobile food units are prohibited from connecting to public or private water, sewer, and electrical utilities~~.

(~~5~~**2**) ~~Mobile food units~~ **Pushcarts** must operate ~~and park~~ only within an existing paved parking lot or other hard-surfaced area.

(~~6~~**3**) Only one ~~mobile food unit~~ **pushcart** is allowed to be present at a site at any one time.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-0~~7~~**6**0 Pushcarts.

(1) Pushcarts are allowed to operate in the following planning districts:

(a) CC—Central Commercial;

(b) CG—General Commercial;

(c) ML—Light Manufacturing;

(d) MG—General Manufacturing; and

(e) MP—Manufacturing Park.

(2) Pushcarts must comply with the following standards:

(a) Be no larger than six feet in length;

(b) Not locate within 200 feet of a restaurant or fruit and vegetable market without written consent from the proprietor of the restaurant or market;

(c) Not conduct business on public sidewalks without obtaining a permit from the City;

(d) Not operate on a private sidewalk, except by permission of the property owner; and

(e) Comply with the Site Standards in TMC 9-10-0~~6~~**5**0.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-0~~8~~**7**0 Joint and Several Liability.

Any person who owns a ~~mobile food unit~~ **pushcart** will be held jointly and severally liable with any person that operates the ~~mobile food unit~~ **pushcart** for any violation of this Chapter.

(Ord. No. 1403-17, § 1, 10-9-17)

TMC 9-10-0~~9~~80 Violations.

(1) Any person who violates any provision of this Chapter commits a civil infraction and is subject to a fine of up to $1,000.00. Each violation, and each day that a violation continues, is a separate civil infraction.

(2) The civil infraction procedures in TMC Chapter 7-01 apply to the prosecution of any violation of this Chapter.

(3) In addition to prosecution for a civil infraction, a person found in violation of any provision of this Chapter may have a ~~Mobile Food Unit~~ **Pushcart** Permit revoked.

(a) Prior to revocation, the City Manager, or designee, must provide the person with written notice of the alleged violation and an opportunity to rebut the allegations.

(b) The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument.

(c) Upon conclusion of the hearing, the City Manager, or designee, must make a written decision within 30 days of the conclusion of the hearing. The City Manager's, or designee's, decision is final on the matter.

(Ord. No. 1403-17, § 1, 10-9-17)

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer

DATE: September 28, 2026

SUBJECT:
Consider Resolution Number 5997-26 Authorizing The City Manager To Execute An Intergovernmental Agreement With The Cities Of Lake Oswego, Sherwood, and West Linn Regarding Sharing Of Costs For A Sub-Regional Transit Service Study.

RECOMMENDATION:
Staff recommends the City Council approve this resolution authorizing the City Manager to execute this agreement

EXECUTIVE SUMMARY:
The Cities of Tualatin, Lake Oswego, Sherwood, and West Linn are desiring to work together to ascertain how better transit could be provided in these communities. Believing that better results can be achieved together, staff have worked collaboratively to define this project and meet with and interview prospective consultants.

It was decided amongst the four agency staff that Tualatin would be the lead agency for the study and contract with the consultant, and the other agencies would reimburse Tualatin for one quarter of the cost. This Intergovernmental Agreement (IGA) establishes the terms by which the four cities will work together – with Tualatin as the lead agency and the other cities reimbursing Tualatin for one quarter of the costs each.

Tualatin staff drafted, and the other cities approved, a Request for Quotations that was sent to four consultants with experience and expertise in this area. Four proposals were received. Staff from the four agencies chose Nelson/Nygaard as the consultant, with an estimated project cost of $160,000. If this full budget is spent on this project, each of the other cities would reimburse Tualatin $40,000 for these expenses.

OUTCOMES OF DECISION:
Authorizing this IGA would allow the four cities to work together as planned

FINANCIAL IMPLICATIONS:
Funds for this study are included in the Community Development budget for Fiscal Year 2026-27.

ATTACHMENTS:

-Intergovernmental Agreement
-Resolution No. 5997-26

RESOLUTION NO. 5997-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF LAKE OSWEGO, SHERWOOD, AND WEST LINN REGARDING SHARING OF COSTS FOR A SUBREGIONAL TRANSIT SERVICE STUDY.

WHEREAS, The Cities of Tualatin, Lake Oswego, Sherwood, and West Linn (cities) are Oregon municipal corporations; and

WHEREAS**,** ORS 190 authorizes cities to enter into an intergovernmental agreement (IGA); and

WHEREAS, The cities desire to ascertain how better transit service could be provided in our communities and believe better results can be achieved together;

WHEREAS, The cities have decided to have Tualatin contract with a consultant for this study, with the other cities reimbursing Tualatin for a quarter of the costs each;

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 an IGA with the cities of Lake Oswego, Sherwood, and West Linn for a subregional transit study.

Section 2. The City Manager, or the City Manager's designee, is authorized to make administrative modifications to the IGA for fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 28th day of September, 2026.

ATTEST: CITY OF TUALATIN, OREGON

BY _____ BY _____

City Recorder Mayor

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CITY OF TUALATIN, CITY OF LAKE OSWEGO, CITY OF SHERWOOD AND CITY OF WEST LINN REGARDING SHARING OF COSTS FOR SUB-REGIONAL TRANSIT SERVICE STUDY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Tualatin, the City of Lake Oswego, the City of Sherwood, and the City of West Linn, each an Oregon municipal corporation. The purpose of this Agreement is to set forth the terms for sharing the costs necessary to fund a Sub-Regional Transit Service Study. Each city shall be individually referred to by name or collectively as "the Parties" as appropriate.

RECITALS

WHEREAS, ORS 190.003 - 190.010 authorizes cities to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, the Parties wish to collectively investigate how to improve public transit and envision the next generation of transit in our sub-region, namely by assessing the transit services, revenues, ridership, and travel demand patterns in the sub-region and identifying solutions and alternative transit delivery options that will improve mobility for local and sub-regional travel; and

WHEREAS, the Parties agree that a Sub-Regional Transit Service Study ("Transit Study" or "Project") is the best way to accomplish the above-stated goals; and that it is the best interests of the Parties that the City of Tualatin act as the lead contracting agency to conduct an intermediate procurement and award a contract to the firm most qualified to conduct a Transit Study; and

WHEREAS, the Parties agree to cooperate with each other, coordinate with the firm conducting the Transit Study, and share in the costs related to funding the Transit Study.

AGREEMENT

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this Intergovernmental Agreement to fund the Project referenced in the Recitals above, which will work to identify sub-regional transit needs, define effective and implementable solutions, and shape potential funding and governance solutions. Specifically, the Parties agree as follows:

TERMS

1. **Start and End Dates**.

The Agreement shall be effective when signed by all the Parties and shall remain in effect until the Project has been completed and all invoices are paid, unless terminated earlier as set out below.

2. **Responsibilities of the Parties**.

2.1. **Project Contract Administration**. The City of Tualatin shall enter into a personal services agreement with a consultant to conduct the Transit Study and shall pay the consultant for work performed pursuant to that agreement. While the consultant may collaborate and communicate with all the Parties regarding the Project, the Parties understand and agree that the City of Tualatin's designated project manager shall serve as the consultant's sole point of contact for contract administration, and only the project manager may provide direction regarding the work to be performed, approve deliverables, authorize additional work, modify the scope of work, approve changes to applicable schedules or otherwise bind Tualatin under that agreement. Any amendment that increases the total contract amount or materially modifies the scope of work must be approved in writing by all Parties.

2.2. **Cost Sharing; Invoicing**. The Parties agree that Project costs shall be divided equally among the Parties, with each party bearing a 25 percent share of the total obligation. Estimated total cost of the Project is $160,000.00. The Parties understand that the estimated costs are used to determine Project budget and for use within this Agreement, and that final Project costs will be based on all work required to be performed pursuant to the agreement referenced in Section 2.1. No Party shall be obligated to contribute more than its proportional share of the approved Project budget unless otherwise agreed in writing by all Parties. The City of Tualatin shall issue quarterly invoices to the cities of Lake Oswego, Sherwood and West Linn individually, to be paid by each within thirty (30) days of receipt. The City of Tualatin shall provide the cities of Lake Oswego, Sherwood and West Linn with a final statement of Project expenses within thirty (30) days of the completion of the Project.

3. **Compliance With Applicable Laws; Equal Opportunity**.

The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the Agreement including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the Parties.

4. **Indemnification And Hold Harmless**.

Each party shall defend, indemnify, and hold harmless the other Parties, including their officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The Parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facilitate the defense of any such claim or demand.

5. **Independent Contractor**.

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

6. **Insurance**.

The Parties agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

7. **No Third-Party Beneficiaries**.

This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

8. **Notice**.

Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given shall be given in writing by personal delivery, mailing with postage prepaid to the Parties, or by email at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Tualatin
Name: Mike McCarthy, City Engineer
Address: 18880 SW Martinazzi Ave., Tualatin OR 97062
Email: mmccarthy@tualatin.gov

For the City of Lake Oswego
Name: Will Farley, Assistant City Engineer, with copies to the City Attorney's Office
Address: PO Box 369 / 380 A Avenue
Lake Oswego, Oregon 97034
Email: wfarley@ci.oswego.or.us and cao@lakeoswego.city

For the City of Sherwood
Name:
Address:
Email:

For the City of West Linn
Name:
Address:
Email:

9. **Remedies; Non-Waiver**.

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

10. **Oregon Law, Dispute Resolution, Venue and Forum**.

This Agreement shall be construed according to the laws of the State of Oregon. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement and shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. Notwithstanding Section 8, the Parties may communicate via email or as otherwise agreed to resolve any dispute informally. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 9. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon-Portland Division.

11. **Termination**.

This Agreement may be terminated by mutual written agreement of all the Parties.

12. **Counterparts**.

This Agreement may be executed in several counterparts, each of which shall be an

original, all of which shall constitute but one and the same instrument.

13. **Captions**.

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

14. **Severability**.

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement. All provisions concerning indemnity survive the termination of this Agreement.

15. **Amendment**.

This Agreement may only be amended in writing and signed by all of the Parties.

16. **Entire Agreement**.

This writing is the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

City of Tualatin:

By:_____
City Manager

Date: _____

APPROVED AS TO FORM

_____
Tualatin City Attorney

City of Lake Oswego:

By:_____
Title:

Date: _____

APPROVED AS TO FORM

_____
Lake Oswego City Attorney

City of Sherwood:

By:_____
Title:

Date: _____

APPROVED AS TO FORM

City of West Linn:

By:_____
Title:

Date: _____

APPROVED AS TO FORM

Sherwood City Attorney

West Linn City Attorney

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Samantha Vandagriff, Building Official

DATE: 9-28-26

SUBJECT:
Consideration of Ordinance 1459-26, Adjusting the Building Division Fee Schedule.

RECOMMENDATION:
Staff recommends Council adopt Ordinance 1459-26 adjusting & updating the building fee schedule.

EXECUTIVE SUMMARY:
Ordinance No. 1459-26 amends and updates the building fee schedule.

On September 14th,2026, the Council considered the adoption of Ordinance No. 1459-26 which would amend the fee schedule for the building division fees. The Council conducted first and second reading of Ordinance No. 1459-26. The vote to adopt the Ordinance received a majority of five in favor, and two against.

Under Charter Section 35, before an ordinance can be enacted, the ordinance must be read at two separate Council meetings. However, an ordinance may be enacted at a single Council meeting if the vote to adopt the ordinance receives the unanimous vote of all Council members present. Since Ordinance No. 1459-26 did not receive unanimous approval at the last meeting, Ordinance No. 1459-26 must return for a third reading and consideration for final adoption to comply with the requirement in Charter Section 35.

OUTCOMES OF DECISION:
The fees associated with obtaining building permits would increase and several categories would be added to the fee schedule.

ALTERNATIVES TO RECOMMENDATION:
The fees associated with obtaining building permits would remain on the current fee schedule.

ATTACHMENTS:

-Ordinance 1459-26
Exhibit A: Proposed fee schedule

ORDINANCE NO. **1459-26**

AN ORDINANCE ADJUSTING BUILDING INSPECTION PROGRAM FEES FOR THE CITY OF TUALATIN

WHEREAS, Oregon Revised Statutes Section 455.210 requires that local governments adopt all building inspection program fees by ordinance or regulation to establish full cost recovery fees to administer and manage the building program in the City of Tualatin ("City");

WHEREAS, the City administers and enforces various specialty code programs and established its current fee schedule for this work in 2023;

WHEREAS, the City has identified a need to adjust fees for its Structural, Mechanical and Plumbing specialty code programs in order to offset the inflationary increase in its building program costs and allow the City to stabilize the funding needed to maintain staffing required to enforce the programs;

WHEREAS, City staff emailed a Notice of Fee Change to the State Building Codes Division (BCD) on July 30, 2026, as required by ORS 455.210;

WHEREAS, the proposed fee schedule update will modernize the currently adopted fee schedule to better align cost recovery and long-term financial goals and;

WHEREAS, the City has provided the notice for and taken public comment on the proposed fee increase as required by state law.

NOW, THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts as findings and conclusions the foregoing recitals.

Section 2. Order. The fees associated with the City of Tualatin's administration and enforcement of its Structural, Mechanical and Plumbing programs are hereby updated as set forth in the attached Exhibit A.

Section 3. Staff Directive. To reflect adoption of the ordinance, the City Manager or designee is directed to make conforming changes to the City of Tualatin Building Permit forms necessary to incorporate the fees adopted herein.

Section 4. This fee schedule will take effect on the thirtieth day after its enactment.

ADOPTED by the City Council this 28th day of September, 2026.

Exhibit A

2026 Proposed Fees - Fees in red indicate amount with 15% fee increase, highlighted fees are fees new to the fee schedule

BUILDING DIVISION

Building fees include structural, mechanical, and plumbing charges. Fees are applicable to all residential and commercial properties unless otherwise specified.

Structural Permits		
Valuation will be calculated in accordance with OAR 918-050-0100.		
Residential / Commercial / Industrial:		
Valuation:	**Fiscal Year 2026 Base Fee**	**Plus each additional $1,000 over base fee or a fraction thereof**
$1 to $2,000	~~$127.37~~ $146.50	$0.00
$2,001 to $25,000	~~$127.37~~ $146.50	~~$8.08~~ $9.30
$25,001 to $50,000	~~$313.21~~ $360.40	~~$9.50~~ $10.93
$50,000 to $100,000	~~$550.71~~ $633.65	~~$6.15~~ $7.07
Over $100,000	~~$858.21~~ $987.15	~~$4.35~~ $5.00
Minimum permit fee	~~$127.37~~ $146.50	$0.00

Mechanical Permits	
Residential:	
Permit	**Fiscal Year 2026 Base Fee**
Minimum permit fee	~~$127.37~~ $146.50
Heating/Cooling	
Furnace	~~$28.93~~ $33.27
Air Conditioner	~~$28.93~~ $33.27
Gas Heat Pump	~~$28.93~~ $33.27
Ductwork	~~$28.93~~ $33.27
Hydronic Hot Water System	~~$28.93~~ $33.27
Residential Boiler (radiator or hydronic)	~~$28.93~~ $33.27
Unit Heaters (fuel-type, not electric)	~~$28.93~~ $33.27
Flue/Vent for any of the above	~~$28.93~~ $33.27
Other Flue Appliances:	
Water Heater	~~$28.93~~ $33.27
Gas Fireplace	~~$57.86~~ $66.54

Flue Vent for Water Heater or Gas Fireplace	~~$28.93~~ $33.27
Log Lighter	~~$28.93~~ $33.27
Wood/Pellet Stove	~~$28.93~~ $33.27
Chimney / lIner / Flue / Vent	~~$28.93~~ $33.27
Environmental Exhaust and Ventiliation	
Range Hood / Other Kitchen Equipment	~~$28.93~~ $33.27
Clothes Dryer	~~$28.93~~ $33.27
Single Duct Exhaust (Bathrooms, Toilet	~~$28.93~~ $33.27
Attic / Crawl space fans	~~$28.93~~ $33.27
Radon Mitigation	~~$57.86~~ $66.54
Whole House Ventilation	$33.27
Fuel Piping	
For First Four Outlets	~~$28.93~~ $33.27
For Each Additional Outlet	~~$17.38~~ $20.86

Commercial/Industrial:

Valuation shall be calculated on the value of the equipment and installation costs.

Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment, or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

Permit	Fiscal Year 2026 Base Fee	Plus each additional over the base fee
Minimum permit fee - $0 to $500*	~~$127.37~~ $146.50	
$501 to $2,000**	~~$127.37~~ $146.50	~~$4.62~~ $5.54
$2001 to $25,000**	~~$196.67~~ $226.15	~~$35.90~~ $41.30
$25,001 to $50,000**	~~$1022.37~~ $1176.05	~~$27.77~~ $31.95
$50,001 to $100,000**	~~$1716.62~~ $1974.80	~~$17.95~~ $20.65
Over $100,000**	~~$2614.12~~ $3007.30	~~$16.12~~ $18.55

*Permit category stipulates additional over each $100.

**Permit category stipulates additional over each $1,000.

Plumbing Permits

Residential:

Permit	Fiscal Year 2026 Base Fee
Minimum permit fee	~~$139.13~~ $160.00
Total bathrooms per dwelling	
1 bath dwelling (includes 1 kitchen)	~~$358.84~~ $412.67
2 bath dwelling (includes 1 kitchen)	~~$451.50~~ $519.23
3 bath dwelling (includes 1 kitchen)	~~$556.50~~ $639.98

Additional bathroom/kitchen		~~$185.33~~ $213.13
Re-pipe SFR	First Floor	~~$185.33~~ $213.13
	Each Additional Floor	$80.00
Site Utilites:		
Catch Basin or Area Drain		~~$28.93~~ $33.27
Drywell, Leach Line, or Trench Drain		~~$57.86~~ $66.54
Manufactured Home Utilities*		~~$86.84~~ $99.87
Manholes		~~$28.93~~ $33.27
Rain Drain Connector		~~$28.93~~ $33.27
Utilities (Sewer, Storm, Water) first 100 feet		~~$86.84~~ $99.87
Utilities (Sewer, Storm, Water) each additional 100 feet or fraction thereof		~~$69.46~~ $79.88
Fixture or Item:		
Absorption Valve		~~$28.93~~ $33.27
Backflow Preventer		~~$57.86~~ $66.54
Backwater Valve		~~$28.93~~ $33.27
Clothes Washer		~~$28.93~~ $33.27
Dishwasher		~~$28.93~~ $33.27
Drinking Fountain		~~$28.93~~ $33.27
Ejectors/Sump		~~$57.86~~ $66.54
Expansion Tank		~~$28.93~~ $33.27
Fixture/Sewer Cap		~~$28.93~~ $33.27
Floor Drain / Floor Sink / Hub		~~$28.93~~ $33.27
Garbage Disposal		~~$28.93~~ $33.27
Hose Bib		~~$28.93~~ $33.27
Ice Maker		~~$28.93~~ $33.27
Interceptor / Grease Trap		~~$173.62~~ $199.67
Primer		~~$28.93~~ $33.27
Roof Drain (commercial)		~~$28.93~~ $33.27
Sink / Basin / Lavatory		~~$28.93~~ $33.27
Tub / Shower / Shower Pan		~~$28.93~~ $33.27
Urinal		~~$28.93~~ $33.27
Water Closet		~~$28.93~~ $33.27
Water Heater		~~$28.93~~ $33.27

*Includes the first 100 ft. of water piping, wastewater and storm water lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

Multipurpose or Continuous Loop Suppression Systems	
0 sq. ft. to 2,000 sq. ft.	$185.00
2,001 sq. ft. to 3,600 sq. ft.	$275.00
3,601 sq. ft. to 7,200 sq. ft.	$400.00
7,201 sq. ft. and greater	$580.00

Plumbing Commercial/Industrial:

Valuation shall be calculated on the value of the equipment and installation costs.

Medical Gas permits	**Base Fee**	**Fee*,****
$1 to $5,000*	$160.00	$1.50
$5,001 to $10,000*	$227.50	$4.50
$10,001 to $100,000**	$452.50	$11.25
Over $100,000**	$1,465.00	$7.80
*Permit category stipulates additional over each $100.		
**Permit category stipulates additional over each $1,000.		
Medical Gas Minimum Fee		$160.00

Manufactured Homes

All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling standard, electrical feeder and plumbing connections, and all cross-over connections.

Permit	**Fiscal Year 2026 Base Fee**
Permit fee	$420.00
Manufactured dwelling parks and mobile home parks fee[1]	Per current State Permit Fee
Statewide Code Development, Training and Monitoring Fee	$30.00

Permit Related Fees

Permit	**Fiscal Year 2026 Base Fee**
Administrative fee for simple refunds	$35.00
Administrative fee for complex refunds	$250.00
Building Re-Evaluation Fee, Min 2 hours	~~$100.00~~ $125.00 per hour
Certificate of Occupany	$350.00
Change of Contractor Fee	~~$100.00~~ $125.00
Change of Use Fee	$300.00
Deferred Submittal fee (per Deferred Submittal)	65% of permit fee calculated using the value of the deferred portion with a minimum of $360
Energy Efficiency Incentive	5% of the permit fee

Inspections outside of normal business hours (min.2 hours)		~~$105.00~~ $125.00 per hour
Inspection for which no fee is specifically stated (min. charge one-hour)		$125.00 per hour
Investigation Fee		$125.00 per hour
Permit Extension Fee		~~$100.00~~ $125.00
Permit Meetings		$125.00 per hour
Permit Re-instatement Fee		$125.00
Phased permit fee (per phase)		$360.00 + 10% of total project permit fee (not to exceed $1,500.00 per phase)
Plan review fees, all disciplines		70% of the permit fees
Plan review fees required/requested changes,additions and revisions.		~~$100.00~~ $125.00 per hour
Pre-Submittal Fee		~~$100.00~~ $125.00
Solar Prescriptive PV Installation		~~$208.43~~ $240.00
Solar Non-prescriptive PV Installation		See building valuation table
State surcharge shall be collected in an amount as required by State law on all permit fees.		
Re-inspection fees		~~$105.00~~ $125.00 per hour
Temporary Certificate of Occupancy		
	First Three Months	$300.00
	Fourth Month	$590.00
	Fifth Month	$1,180.00
	After fifth, per month	$2,359.00
Technology fee – applies to all programs unless specified		~~3%~~ 5% of the permit fee

Structural, mechanical, and plumbing designated permit fees will be automatically adjusted annually by 5% each July 1st based on the Engineering News – Record Construction Cost Index (20-city average) published April 1. Valuations will be calculated in accordance with OAR 918-050-0100, with calculated amounts rounded to the nearest whole dollar.

Permit Valuation Methodology: The Permit Valuation methodology is mandated by the State of Oregon in OAR 918-050- 0100. A structural permit fee for new construction and additions shall be calculated using the currently adopted ICC Building Valuation Data Table, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure. The square footage of a building, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level. The valuation used will be the greater of either the above calculated value or the value as stated by the applicant. A structural permit fee for alterations or repair shall be based on the fair market value of the permitted work as determined by the building official and defined below.

Fair Market Value: Shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, labor and the contractor's profit.

Manufactured Dwelling Placement – Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.

ORS 446.176(1) and OAR 918-500-0105 require all local governments providing construction permits or inspections for manufactured dwelling and cabana installations to collect and remit to the Department of Consumer and Business Services a $30 fee for each installation permit issued. This fee is to be added to manufactured dwelling and cabana installation permits only and should not be added to accessory structures or building, electrical, plumbing, mechanical permits or plan reviews.

2026 Proposed Fees - Fees in red indicate amount with 15% fee increase, highlighted fees are fees new to the fee schedule

BUILDING DIVISION

Building fees include structural, mechanical, and plumbing charges. Fees are applicable to all residential and commercial properties unless otherwise specified.

Structural Permits		
Valuation will be calculated in accordance with OAR 918-050-0100.		
Residential / Commercial / Industrial:		
Valuation:	**Fiscal Year 2026 Base Fee**	**Plus each additional $1,000 over base fee or a fraction thereof**
$1 to $2,000	~~$127.37~~ $146.50	$0.00
$2,001 to $25,000	~~$127.37~~ $146.50	~~$8.08~~ $9.30
$25,001 to $50,000	~~$313.21~~ $360.40	~~$9.50~~ $10.93
$50,000 to $100,000	~~$550.71~~ $633.65	~~$6.15~~ $7.07
Over $100,000	~~$858.21~~ $987.15	~~$4.35~~ $5.00
Minimum permit fee	~~$127.37~~ $146.50	$0.00

Mechanical Permits	
Residential:	
Permit	**Fiscal Year 2026 Base Fee**
Minimum permit fee	~~$127.37~~ $146.50
Heating/Cooling	
Furnace	~~$28.93~~ $33.27
Air Conditioner	~~$28.93~~ $33.27
Gas Heat Pump	~~$28.93~~ $33.27
Ductwork	~~$28.93~~ $33.27
Hydronic Hot Water System	~~$28.93~~ $33.27
Residential Boiler (radiator or hydronic)	~~$28.93~~ $33.27
Unit Heaters (fuel-type, not electric)	~~$28.93~~ $33.27
Flue/Vent for any of the above	~~$28.93~~ $33.27
Other Flue Appliances:	
Water Heater	~~$28.93~~ $33.27
Gas Fireplace	~~$57.86~~ $66.54

Flue Vent for Water Heater or Gas Fireplace	~~$28.93~~ $33.27
Log Lighter	~~$28.93~~ $33.27
Wood/Pellet Stove	~~$28.93~~ $33.27
Chimney / lIner / Flue / Vent	~~$28.93~~ $33.27
Environmental Exhaust and Ventiliation	
Range Hood / Other Kitchen Equipment	~~$28.93~~ $33.27
Clothes Dryer	~~$28.93~~ $33.27
Single Duct Exhaust (Bathrooms, Toilet	~~$28.93~~ $33.27
Attic / Crawl space fans	~~$28.93~~ $33.27
Radon Mitigation	~~$57.86~~ $66.54
Whole House Ventilation	$33.27
Fuel Piping	
For First Four Outlets	~~$28.93~~ $33.27
For Each Additional Outlet	~~$17.38~~ $20.86

Commercial/Industrial:

Valuation shall be calculated on the value of the equipment and installation costs.

Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment, or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

Permit	Fiscal Year 2026 Base Fee	Plus each additional over the base fee
Minimum permit fee - $0 to $500*	~~$127.37~~ $146.50	
$501 to $2,000**	~~$127.37~~ $146.50	~~$4.62~~ $5.54
$2001 to $25,000**	~~$196.67~~ $226.15	~~$35.90~~ $41.30
$25,001 to $50,000**	~~$1022.37~~ $1176.05	~~$27.77~~ $31.95
$50,001 to $100,000**	~~$1716.62~~ $1974.80	~~$17.95~~ $20.65
Over $100,000**	~~$2614.12~~ $3007.30	~~$16.12~~ $18.55

*Permit category stipulates additional over each $100.

**Permit category stipulates additional over each $1,000.

Plumbing Permits

Residential:

Permit	Fiscal Year 2026 Base Fee
Minimum permit fee	~~$139.13~~ $160.00
Total bathrooms per dwelling	
1 bath dwelling (includes 1 kitchen)	~~$358.84~~ $412.67
2 bath dwelling (includes 1 kitchen)	~~$451.50~~ $519.23
3 bath dwelling (includes 1 kitchen)	~~$556.50~~ $639.98

Additional bathroom/kitchen		~~$185.33~~ $213.13
Re-pipe SFR	First Floor	~~$185.33~~ $213.13
	Each Additional Floor	$80.00
Site Utilites:		
Catch Basin or Area Drain		~~$28.93~~ $33.27
Drywell, Leach Line, or Trench Drain		~~$57.86~~ $66.54
Manufactured Home Utilities*		~~$86.84~~ $99.87
Manholes		~~$28.93~~ $33.27
Rain Drain Connector		~~$28.93~~ $33.27
Utilities (Sewer, Storm, Water) first 100 feet		~~$86.84~~ $99.87
Utilities (Sewer, Storm, Water) each additional 100 feet or fraction thereof		~~$69.46~~ $79.88
Fixture or Item:		
Absorption Valve		~~$28.93~~ $33.27
Backflow Preventer		~~$57.86~~ $66.54
Backwater Valve		~~$28.93~~ $33.27
Clothes Washer		~~$28.93~~ $33.27
Dishwasher		~~$28.93~~ $33.27
Drinking Fountain		~~$28.93~~ $33.27
Ejectors/Sump		~~$57.86~~ $66.54
Expansion Tank		~~$28.93~~ $33.27
Fixture/Sewer Cap		~~$28.93~~ $33.27
Floor Drain / Floor Sink / Hub		~~$28.93~~ $33.27
Garbage Disposal		~~$28.93~~ $33.27
Hose Bib		~~$28.93~~ $33.27
Ice Maker		~~$28.93~~ $33.27
Interceptor / Grease Trap		~~$173.62~~ $199.67
Primer		~~$28.93~~ $33.27
Roof Drain (commercial)		~~$28.93~~ $33.27
Sink / Basin / Lavatory		~~$28.93~~ $33.27
Tub / Shower / Shower Pan		~~$28.93~~ $33.27
Urinal		~~$28.93~~ $33.27
Water Closet		~~$28.93~~ $33.27
Water Heater		~~$28.93~~ $33.27

*Includes the first 100 ft. of water piping, wastewater and storm water lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

Multipurpose or Continuous Loop Suppression Systems	
0 sq. ft. to 2,000 sq. ft.	$185.00
2,001 sq. ft. to 3,600 sq. ft.	$275.00
3,601 sq. ft. to 7,200 sq. ft.	$400.00
7,201 sq. ft. and greater	$580.00

Plumbing Commercial/Industrial:

Valuation shall be calculated on the value of the equipment and installation costs.

Medical Gas permits	**Base Fee**	**Fee*,****
$1 to $5,000*	$160.00	$1.50
$5,001 to $10,000*	$227.50	$4.50
$10,001 to $100,000**	$452.50	$11.25
Over $100,000**	$1,465.00	$7.80
*Permit category stipulates additional over each $100.		
**Permit category stipulates additional over each $1,000.		
Medical Gas Minimum Fee		$160.00

Manufactured Homes

All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling standard, electrical feeder and plumbing connections, and all cross-over connections.

Permit	**Fiscal Year 2026 Base Fee**
Permit fee	$420.00
Manufactured dwelling parks and mobile home parks fee[1]	Per current State Permit Fee
Statewide Code Development, Training and Monitoring Fee	$30.00

Permit Related Fees

Permit	**Fiscal Year 2026 Base Fee**
Administrative fee for simple refunds	$35.00
Administrative fee for complex refunds	$250.00
Building Re-Evaluation Fee, Min 2 hours	~~$100.00~~ $125.00 per hour
Change of Contractor Fee	~~$100.00~~ $125.00
Change of Use Fee	$300.00
Deferred Submittal fee (per Deferred Submittal)	65% of permit fee calculated using the value of the deferred portion with a minimum of $360
Energy Efficiency Incentive	5% of the permit fee
Inspections outside of normal business hours (min.2 hours)	~~$105.00~~ $125.00 per hour

Inspection for which no fee is specifically stated (min. charge one-hour)		$125.00 per hour
Investigation Fee		$125.00 per hour
Permit Extension Fee		~~$100.00~~ $125.00
Permit Meetings		$125.00 per hour
Permit Re-instatement Fee		$125.00
Phased permit fee (per phase)		$360.00 + 10% of total project permit fee (not to exceed $1,500.00 per phase)
Plan review fees, all disciplines		70% of the permit fees
Plan review fees required/requested changes,additions and revisions.		~~$100.00~~ $125.00 per hour
Pre-Submittal Fee		~~$100.00~~ $125.00
Solar Prescriptive PV Installation		~~$208.43~~ $240.00
Solar Non-prescriptive PV Installation		See building valuation table
State surcharge shall be collected in an amount as required by State law on all permit fees.		
Re-inspection fees		~~$105.00~~ $125.00 per hour
Temporary Certificate of Occupancy		
	First Three Months	$300.00
	Fourth Month	$590.00
	Fifth Month	$1,180.00
	After fifth, per month	$2,359.00
Technology fee – applies to all programs unless specified		~~3%~~ 5% of the permit fee

Structural, mechanical, and plumbing designated permit fees will be automatically adjusted annually by 5% each July 1st based on the Engineering News – Record Construction Cost Index (20-city average) published April 1. Valuations will be calculated in accordance with OAR 918-050-0100, with calculated amounts rounded to the nearest whole dollar.

Permit Valuation Methodology: The Permit Valuation methodology is mandated by the State of Oregon in OAR 918-050- 0100. A structural permit fee for new construction and additions shall be calculated using the currently adopted ICC Building Valuation Data Table, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure. The square footage of a building, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level. The valuation used will be the greater of either the above calculated value or the value as stated by the applicant. A structural permit fee for alterations or repair shall be based on the fair market value of the permitted work as determined by the building official and defined below.

Fair Market Value: Shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, labor and the contractor's profit.

Manufactured Dwelling Placement – Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.

ORS 446.176(1) and OAR 918-500-0105 require all local governments providing construction permits or inspections for manufactured dwelling and cabana installations to collect and remit to the Department of Consumer and Business Services a $30 fee for each installation permit issued. This fee is to be added to manufactured dwelling and cabana installation permits only and should not be added to accessory structures or building, electrical, plumbing, mechanical permits or plan reviews.

CITY OF TUALATIN

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Nic Westendorf, Deputy Public Works Director
DATE:	September 28, 2026

SUBJECT:
Ordinance No. 1560-26 Granting a non-exclusive cable franchise to Comcast of Oregon II, Inc.

RECOMMENDATION:
Approve Ordinance No. 1560-26.

EXECUTIVE SUMMARY:
The City of Tualatin is a member of the Metropolitan Area Communications Commission (MACC), the intergovernmental agency that administers and regulates cable television franchises for fifteen cities and Washington County.

The existing franchise agreements began on July 1, 2025, and expired on June 30, 2026. Following a franchise negotiation process that began in 2022, which included community needs assessment, technical and financial review, and public feedback, the MACC Board of Commissioners adopted Resolution 2026-04 on August 28, 2026, recommending each member jurisdiction approve the renewed franchise. All 15 member jurisdictions must approve the Franchise Agreement for it to become effective. The recommended franchise agreement has a ten-year retroactive term from July 1, 2026, expiring on June 30, 2036.

The new agreement retains the 5% franchise fee, which is the federal maximum, and clarified the definition of "Gross Revenue" to ensure that Comcast includes all revenue allowed by applicable law. The new definition expressly includes all amounts comprising the FCC-required aggregate video programming price and clarifies that cable-only fees may not be reduced through bundled service allocation.

The franchise continues support for Public, Education, and Government (PEG) programming and the Public Communications Network (PCN). MACC will continue to provide Public and Government Access, including the city and county meeting coverage provided by TVCTV. All five TVCTV channels will be carried in High Definition (HD) and Standard Definition (SD), increased from two channels currently in HD.

Comcast remains ultimately responsible for the institutional network (PCN). The agreement permits use of OMNIA or another standard government-services agreement, subject to MACC approval when required and with rates consistent with or better than the franchise rate card. This allows PCN users to continually receive the best rates possible.

The PEG/PCN Fund will shift from $0.80 per subscriber per month to 1.75% of gross revenue for PEG capital and PCN institutional network purposes, tying future receipts to cable revenue rather than subscribers.

The agreement also enhances customer service standards, while allowing member jurisdictions to impose additional standards, and strengthens enforcement measures by increasing the daily violation fine from $250/day to $750/day, while retaining the collective $75,000 annual cap. This helps ensure customer service standards are met.

The MACC Commissioners (Tualatin Primary Commissioner = Councilor Gonzalez; Tualatin Alternate Commissioner = Councilor Hillier), have recommended the Comcast franchise for approval. This recommended franchise agreement retains the basic elements and long-term benefits of the cable television franchises on which the Member Jurisdictions have come to rely - financial stability, the ability to meaningfully respond to customer service deficiencies, superior PEG Access programming and support, and the guarantee of an institutional network that meets the current and future needs of the area at a reduced cost for users. MACC staff will be available at your meeting for any questions.

OUTCOMES OF DECISION:
If approved, the new Franchise Agreement will be in effect, retroactive to July 1, 2026, for a term of ten years.

ALTERNATIVES TO RECOMMENDATION:
While not recommended, the Franchise Agreement could not be approved. This would impact on the other member jurisdictions and new Franchise Agreement would still be required for Comcast operations and PEG/PCN services.

FINANCIAL IMPLICATIONS:
Comcast will continue to remit five percent of gross revenue to the MACC member jurisdictions, which is estimated at approximately $150,000 per year.

ATTACHMENTS:

- Staff Presentation
- Ordinance No. 1460-26
- Exhibit A – Recommended Comcast Franchise Agreement
- Exhibit B – MACC Resolution No 2026-04, recommending approval
- Exhibit C – Comparison of the Current Franchise to the Recommended Franchise
- Exhibit D – MACC Questions and Answers about the Recommended Franchise Agreement

Ordinance No. 1560-26 Granting a non-exclusive cable franchise to Comcast of Oregon II, Inc.

The MACC recommended Franchise Agreement:

- Retains the 5% franchise fee (federal maximum)
- Expands High-Definition TVTC access
- Enhances customer service standards and strengthens enforcement measures

Staff recommend approval of Ordinance No. 1560-026

CITY of TUALATIN

ORDINANCE NO. 1460-26

AN ORDINANCE OF THE CITY OF TUALATIN GRANTING
A NON-EXCLUSIVE CABLE FRANCHISE TO COMCAST OF OREGON II, INC.

WHEREAS, in 1980 the Metropolitan Area Communications Commission (hereinafter "MACC") was formed by Intergovernmental Cooperation Agreement, amended in 2002 and now an Intergovernmental Agreement (hereinafter “IGA”) to enable its member jurisdictions to work cooperatively and jointly on communications issues, in particular the joint franchising of cable services and the common administration and regulation of such franchises, and the City of Tualatin, Oregon (hereinafter “City”) is a member of MACC;

WHEREAS, the IGA authorizes MACC and its member jurisdictions to grant one or more nonexclusive franchises for the construction, operation and maintenance of a cable service system within the combined boundaries of the member jurisdictions;

WHEREAS, the IGA requires that each member jurisdiction to be served by the proposed franchisee must approve any cable service franchise;

WHEREAS, the City has previously granted cable franchises to TCI of Tualatin Valley, Inc. and TCI Cablevision of Oregon, Inc., and Comcast of Oregon II, Inc. is the lawful successor in interest to those grantees;

WHEREAS, the Board of Commissioners of MACC, by Resolution 2026-04 adopted on the 28th day of August, 2026, recommended that the member jurisdictions grant a single franchise to Comcast of Oregon II, Inc. in the form attached hereto as Exhibit "A," which authorizes the provision of cable services in all areas of the City from July 1, 2026 through June 30, 2036;

WHEREAS, MACC and the City have provided adequate notice and opportunities for public comment on the proposed cable services franchise including public hearings on August 28, 2026 and September

WHEREAS, the Council finds that approval of the recommended franchise is in the best interest of the City and its citizens, consistent with applicable federal law.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. There is hereby granted to Comcast of Oregon II, Inc. a non-exclusive cable services franchise on the terms and conditions contained in Exhibit "A".

Section 2. The grant of franchise at Section 1 is conditioned upon each of the following events:

(a) The affirmative vote of the governing body of each MACC member jurisdiction;

(b) Comcast of Oregon II, Inc.'s fulfillment of the franchise acceptance provisions contained in the franchise; and

(c) Execution of the franchise by the MACC Administrator on behalf of all MACC member jurisdictions following the MACC Administrator's determination that, in accordance with the requirements of the IGA, each of the above two events has occurred.

Section 3. This ordinance is necessary for the immediate protection of the public peace, health, safety and welfare and shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED this 28th day of September, 2026.

CITY OF TUALATIN OREGON

BY_____
Mayor

APPROVED AS TO LEGAL FORM

BY_____
City Attorney

ATTEST:

BY_____
City Recorder

CABLE TELEVISION

FRANCHISE AGREEMENT

Between the Jurisdictions participating in the

METROPOLITAN AREA

COMMUNICATIONS COMMISSION

AND

COMCAST OF OREGON II, INC.

July 1, 2026

TABLE OF CONTENTS

SECTION 1. DEFINITIONS 1
SECTION 2. GRANT OF FRANCHISE 8
SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS 12
SECTION 4. ADMINISTRATION AND REGULATION 15
SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS 17
SECTION 6. CUSTOMER SERVICE 21
SECTION 7. REPORTS AND RECORDS 22
SECTION 8. PROGRAMMING 25
SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS 26
SECTION 10. GENERAL STREET USE AND CONSTRUCTION 30
SECTION 11. SYSTEM DESIGN AND STANDARDS 37
SECTION 12. INSTITUTIONAL NETWORK SERVICES 38
SECTION 13. PEG ACCESS AND PCN GRANT FUND 40
SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION 41
SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE 44
SECTION 16. ABANDONMENT 50
SECTION 17. FRANCHISE RENEWAL AND TRANSFER 50
SECTION 18. SEVERABILITY 52
SECTION 19. MISCELLANEOUS PROVISIONS 53

ATTACHMENT A- COMMISSION FRANCHISE STATISTICS - QUARTERLY REPORT
ATTACHMENT B- EXISTING LIVE ORIGINATION SITES
ATTACHMENT C- PCN RATE CARD

SECTION 1. DEFINITIONS

For the purposes of this Agreement and all attachments included hereto, the following terms, phrases, words and their derivations shall have the meaning given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 Access means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:

(A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;

(B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;

(C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and

(D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.

1.2 **Access Center** means a facility or facilities where PEG Access Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.

1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access Programming or service.

1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 **Basic Service** means Grantee's lowest level service tier which includes the retransmission of local television broadcast Signals and PEG Access Channels, or as such service tier may be further defined by federal law.

1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable

Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996.

1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 **Cable Service** shall have the meaning set forth in 47 U.S.C. § 522(6), as amended, which as of the Effective Date means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format

1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").

1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

1.13 **Commission** means the Metropolitan Area Communications Commission and its officers, agents and employees, created and exercising its powers pursuant to an Intergovernmental Cooperation Agreement entered into by Grantors herein, as authorized by state law (particularly ORS Chapter 190) and the laws, charters, and other authority of the individual member units of local government

who are members of the Commission. The powers of the Commission have been delegated to it by Grantors and although it may exercise those powers as an entity, it remains a composite of Grantors herein.

1.14 **Demarcation** means up to and including the device where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.

1.15 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any other entity designated by the Grantor shall not be a third party beneficiary under this Agreement.

1.16 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.

1.17 **Effective Date** means the date defined in Section 2.4 herein.

1.18 **FCC** means the Federal Communications Commission.

1.19 **Franchise** means the non-exclusive and revocable authorization for the construction and/or operation of the Cable System granted in this Agreement.

1.20 **Franchise Area** means the area within the legal jurisdictional boundaries of the individual Grantors and any member units of local government who are members of the Commission during the term of this Agreement. The Franchise Area shall include any additional signers of the Intergovernmental Agreement only if Grantee is currently providing Cable Service in such additional areas. For purposes of Washington County, the Franchise Area includes only the unincorporated areas within the legal jurisdictional boundaries of the County.

1.21 **Grantee** means Comcast of Oregon, II, Inc. or its permitted successors, transferees or assignees.

1.22 **Grantor** means, individually and, where applicable, collectively, the Oregon cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn together with Washington County, Oregon.

1.23 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- All amounts included on Subscriber bills in the aggregate price for video programming pursuant to 47 C.F.R. § 76.310;
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including

revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);

- Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- Fees paid to Grantee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Payments for pre-paid Cable Services and/or equipment;
- Advertising Revenues as defined herein;
- Fees including, but not limited to: (1) late fees, convenience fees, and administrative fees; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
- Revenues from program guides; and
- Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.

“Gross Revenues" shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues," however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect.

(A) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising Interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses

(e.g., "revenue offsets" and "contra expenses" and "administrative expenses" or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Advertising or similarly affiliated advertising representation firms or their successors involved with sales of advertising on the Cable System within the Franchise Area.

(B) "Gross Revenues" shall **not** include:

- Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
- Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee, the FCC user fee and PEG fee shall not be regarded as such a tax or fee;
- Launch fees and marketing co-op fees;
- Revenues associated with the provision of managed network services provided under separate business contract; and
- Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues. except when Grantee acts as a principal as specified in paragraph (A) immediately above.

(C) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components, provided that Grantee shall not pro rate any amounts (including fees collected from Subscribers) attributable solely to Cable Service that are not part of the bundled package. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

Example: Prior to any bundle-related price reduction, if Cable Service is valued at 50% of the total of the services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than fifty percent (50%) of the price of the bundled service total.

(D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task

Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.

(E) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.

1.24 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.

1.25 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.

1.26 **Leased Access Channel** means any Channel commercially available for Programming for a fee or charge by Grantee to members of the general public.

1.27 **Origination Point** means a location other than an Access Center, where PEG Access Programming is delivered to the Grantee for Upstream transmission.

1.28 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.

1.29 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.

1.30 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.

1.31 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.

1.32 **Public Communications Network ("PCN")** means the separate communications institutional network provided by the Grantee under Section 12 of this Agreement designed principally for the provision of non-entertainment, interactive services to public Schools, public universities and colleges, Pacific University, public agencies, or the Virginia Garcia Health Centers (or successor agencies) for use in connection with the ongoing operations of such institutions. Services provided include data to PCN users on an individual application, private channel basis.

1.33 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes to the extent the easement authorizes use of the easement area for Cable Systems. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. § 541(a)(2).

1.34 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.

1.35 **Quarterly or Quarter** means the standard calendar periods of January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, unless otherwise specified in this Agreement.

1.36 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.

1.37 **Section** means a provision of this Agreement, unless specified as part of another document.

1.38 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.

1.39 **Streets** means the surface of any public street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.

1.40 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.

1.41 **Upstream** means the transport of Signals to the Headend from remote points

on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services and to provide a PCN for voice, video, and data, subject to the terms and conditions set forth in this Agreement.

(B) This Agreement is intended to convey limited authority and interests only as to those Public Rights of Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.

(C) This Agreement authorizes Grantee to engage in providing Cable Service and to provide a related PCN as described in Section 12 of this Agreement. This Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service, to the extent consistent with applicable federal law. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

(D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

2.2 Use of Public Rights of Way

Subject to Grantor's supervision and control and the terms of this Agreement, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights of Way within the Franchise Area, such wires, cables, conductors, ducts, conduits, vaults,

amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures now in effect or enacted hereafter, and must obtain any and all necessary permits from all appropriate agencies prior to commencing any construction activities. Grantee, through this Agreement, is granted extensive and valuable authority to operate its Cable System for profit using Grantor's Public Rights of Way within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for the valuable authority throughout the term of this Agreement subject to federal law.

2.3 **Duration**

The term of this Agreement and all authority, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through June 30, 2036, unless extended or terminated sooner as hereinafter provided.

2.4 **Effective Date**

The Effective Date of this Agreement shall be July 1, 2026, unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required in Section 5.3. Grantee shall accept this Agreement within forty-five (45) days of the date that all Grantor jurisdictions have approved the Agreement, unless the time for acceptance is extended in writing by Grantor. In the event acceptance does not take place or the security is not posted as required hereunder, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all authority of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.

2.5 **Franchise Nonexclusive**

This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Streets and Public Rights of Way for any purpose and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 2.6 below.

2.6 **Grant of Other Franchises**

(A) The Grantor reserves the right to grant additional franchises or similar authorizations to provide Cable Services via Cable Systems or similar

wireline systems located in the Public Rights of Way. Grantor intends to treat wireline competitors in a nondiscriminatory manner in keeping with federal law. If the Grantor grants such an additional franchise or authorization to use the Public Rights of Way to provide Cable Services via Cable Systems or similar wireline systems located in the Public Rights of Way and Grantee reasonably believes the Grantor has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this Section 2.6 will apply.

(B) As part of this Agreement, the Grantor and Grantee have mutually agreed that only the following material Franchise terms may be used to compare Grantee's Franchise to a wireline competitor: a five percent (5%) Franchise fee, PEG funding, PEG Access Channels, customer service obligations and complimentary services (hereinafter "Material Obligations").Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors.

(C) Anytime after the adoption of a wireline competitor's franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in the wireline competitor’s franchise that are materially more favorable than the Material Obligations of this Agreement. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations in the wireline competitor’s franchise are materially more favorable. In the event the Grantor disputes the Material Obligations in the wireline competitor’s franchise are materially more favorable, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are materially more favorable and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(D) Nothing in this Section 2.6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.

(E) This provision does not apply if the Grantor is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to impose on a competitor the same Material Obligations as in this Agreement; and the relief is contingent on the new wireline competitor actually commencing provision of Cable Service in the market to its first

customer. Should the new wireline competitor fail to continuously provide Cable Service for a period of six (6) months, the Grantor has the right to implement this Agreement with its original terms upon one hundred eighty (180) days' notice to Grantee.

(F) This Section shall apply separately in the individual member units of local government who are members of the Commission. Grantee may seek to invoke the provisions of this Section only in that individual jurisdiction, not in any jurisdiction where a competitor has not secured a competitive franchise. This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than five percent (5%) of the geographic area of the Grantor; or to systems that only provide video services via the public Internet.

2.7 **Police Powers**

Grantee's authority hereunder is subject to the lawful police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the general public. Nothing in this Agreement shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by Grantor. Grantee agrees to comply with all applicable laws and ordinances enacted, or hereafter enacted, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Nothing in this Section shall be deemed a waiver by Grantee or the Grantor of the rights of Grantee or the Grantor under applicable law.

2.8 **Relations to Other Provisions of Law**

This Agreement and all authority and privileges granted under it are subject to, and the Grantee must exercise all authority in accordance with, applicable law as amended over the Franchise term. This Agreement is a contract, subject to the Grantor's exercise of its police and other regulatory powers and such applicable law. This Agreement does not confer rights, authority, privileges or immunities upon the Grantee other than as expressly provided herein. In cases of conflict between this Agreement and any ordinance of general application enacted pursuant to the Grantor's police power, the ordinance shall govern. Grantee reserves all rights it may have to challenge the lawfulness of any Grantor ordinance, whether arising in contract or at law. The Grantor reserves all of its rights and defenses to such challenges, whether arising in contract or at law. The Franchise issued, and the Franchise fee paid hereunder, are not in lieu of any other required permit, authorization, fee, charge, or tax, unless expressly stated herein.

2.9 **Effect of Acceptance**

By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will

not oppose the Grantor's intervening or other participation in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fees

(A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, license, permit fee, assessments, taxes, or payments of general applicability, including any fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor, that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.

(B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

3.2 Payments

Grantee's Franchise fee payments to Grantor shall be computed Quarterly. Each Quarterly payment shall be due and delivered to Grantor no later than forty-five (45) days after the last day of the preceding Quarter.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by

an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, and in a form agreed to by Grantor, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 **Annual Franchise Fee Reports**

Grantee shall, no later than one hundred twenty (120) days after the end of each calendar year, furnish to Grantor a statement verified by an authorized representative of the Grantee, stating the total amount of Gross Revenues and all payments, deductions, and computations for the period covered by the payments.

3.6 **Audit/Reviews**

No more frequently than every twenty-four (24) months, upon thirty (30) days' prior written notice, Grantor shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to twenty thousand dollars ($20,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

(A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, including revenues or expenses related thereto.

(B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.

(C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

3.7 **Interest on Late Payments**

Payments not received within forty-five (45) days from the Quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgements in the State of Oregon.

3.8 **Additional Commitments Not Franchise Fees**

(A) No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law, except as expressly provided in 47 C.F.R. § 76.42. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor, except as expressly provided in 47 C.F.R. § 76.42.

(B) To the extent Grantee believes any in-kind, cable-related contributions are considered “franchise fees” subject to the five percent cap set forth in 47 U.S.C. § 542(b) as expressly provided in 47 C.F.R. § 76.42, Grantee shall provide Grantor written notice of each in-kind, cable-related contribution and Grantee’s calculation of the marginal cost to Grantee of each contribution. Within thirty (30) days of a request from Grantor, Grantee shall provide documentation to support Grantee’s calculation of marginal cost. Within one hundred and twenty (120) days of receiving the notice and requested documentation to support Grantee’s calculation, Grantor will notify Grantee, with respect to each identified in-kind, cable-related contribution, whether (i) the Grantee is relieved of the obligation in whole or in part; (ii) the Grantee may count the in-kind, cable-related contribution toward the Franchise fee cap at the marginal cost of such contribution; or (iii) Grantor disputes that the contribution is subject to inclusion in Franchise fees pursuant to 47 C.F.R. § 76.42 or disputes the calculation of marginal cost, in which case the parties shall follow the dispute resolution procedures in Section 19.2.

3.9 **Costs of Publication**

Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by applicable law.

3.10 **Payment on Termination**

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion. Grantor has vested the Commission with the administration of this Agreement and Grantee is expected to rely upon, look to, communicate with and comply with the decisions and orders of the Commission, its agents and employees on all cable matters to which the Grantor has lawfully delegated to the Commission the exercise of its authority under this Agreement during such time that Grantor is a member of the Commission. Should the Commission dissolve during the term of this Agreement, all references to the Commission in this Agreement shall be deemed to reference the Grantor without the need to amend this Agreement. In the event Grantor withdraws from the Commission or the Commission ceases to operate, Grantor will work in good faith with Grantee to adopt any necessary amendments to this Agreement needed to preserve the rights provided hereunder in an equitable manner for both parties, including the potential need to adjust the PEG Channel capacity requirements of Section 9 and the performance bond amount in Section 5.3.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Service shall be subject to regulation by Grantor to the full extent authorized by applicable federal, state and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card), and shall be nondiscriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital status, military status, or physical or mental disability, or geographic location in the Franchise Area except to the extent expressly permitted by applicable law.

4.4 Filing of Rates and Charges

Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

4.5 Time Limits Strictly Construed

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of

Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of a force majeure occurrence, as defined in Section 4.7, Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees, or duly authorized agents.

4.6 **Mid-Term Performance Evaluation Session**

(A) Upon sixty (60) days' notice to Grantee, Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.

(B) The evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

(C) The evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.

(D) Upon request, as part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.

(E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

4.7 **Force Majeure**

For the purposes of interpreting the requirements in this Agreement, force majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war

(whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably unforeseeable and beyond the control of Grantee.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 **Insurance Requirements**

(A) General Requirement. Grantee must have adequate insurance in full force and effect at its own cost and expense during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability insurance with limits of no less than three million dollars ($3,000,000.00) per occurrence and three million dollars ($3,000,000.00) general aggregate. Coverage shall include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations, property damage, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be included as an additional insured under the Grantee’s Commercial General Liability insurance policy with respect to this Franchise Agreement.

(2) Commercial Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of three million dollars ($3,000,000.00) per accident. The policy shall contain a severability of interest provision with respect to each additional insured.

(3) Employer’s Liability: Three million dollars ($3,000,000);

(4) Workers Compensation: With coverages and limits in accordance with applicable State of Oregon statutes;

(5) Excess or Umbrella Liability Insurance shall be written with limits of not less than three million dollars ($3,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirements and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability Insurance, or any combination thereof that achieves the overall required limits.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required may constitute a material breach of this Agreement.

(E) If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.

(F) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, employees, boards, commissions and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;

(b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, boards, commissions and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, boards, commissions and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed so that:

(a) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days' prior written notice, return receipt requested, has been provided to Grantor.

(G) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(H) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement.

(I) Adequacy of Limits and Coverage. It is agreed that the insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

5.2 **Indemnification**

(A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, duly authorized agents, and employees from and against any and all claims (including, but not limited to, third party claims), demands, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee, or is alleged to arise out of or through the acts or omissions of the Grantee, related to or arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor opt to intervene in any proceeding pursuant to Section 2.9 of this Agreement; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

(1) To persons or property, to the extent such liability arises out of

or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;

(2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any such claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;

(3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and

(4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.

(B) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of this Section 5.2, the Grantor may defend such claim and seek recovery from Grantee for its expenses for attorney fees, costs and disbursements, including expert

witness fees, incurred by Grantor for defense and in seeking such recovery.

5.3 **Performance Bond**

(A) In addition to any other generally applicable bond or security fund obligations required by local ordinance or regulation, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantors collectively with good and sufficient surety approved by the Commission, in the penal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the State of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.

(B) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor or the Commission as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days' prior written notice to the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including but not limited to 47 C.F.R. §§ 76.309, 76.1602, 76.1603, 76.1619 and 76.1713. Nothing in this Franchise shall be deemed to waive any rights or authority Grantor may have pursuant to 47 U.S.C. § 552.

6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.

6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and, upon request, shall provide such equipment and services in accordance with federal and state laws.

6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other

applicable federal, state or local laws, rules and regulations relating to nondiscrimination.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

(A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliated entities that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such Records or books and Grantee shall provide such copies within ten (10) business days of the transmittal of such request. If the requested books and Records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) business days.

(B) Grantee shall provide Grantor with a sample Cable Services bill, on a monthly basis.

(C) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office, or, upon Grantor’s request, in electronic format acceptable to Grantor subject to Section 7.2.

(D) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in fines as prescribed in Section 15.

7.2 Confidentiality

Subject to the limits of the Oregon Public Records Law, Grantor agrees *to* treat as confidential any books and Records that constitute proprietary or confidential information under federal or state law, *to* the extent Grantee makes

Grantor aware of such confidentiality at the time of disclosure. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps *to* protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. In the event Grantee timely takes necessary steps to prevent disclosure of confidential books, records, or maps, and so long as Grantee is continuing any lawful efforts to prevent disclosure, Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and Records marked confidential as set forth above to any Person.

7.3 **Copies of Federal and State Documents**

Upon thirty (30) days of a request by Grantor, Grantee shall submit to Grantor a list, or copies of actual documents, of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its Parent Corporations or Affiliates to any federal, state or local courts; regulatory agencies or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the Franchise Area. To the extent allowed by law, any such confidential material determined to be exempt from public disclosure shall be retained in confidence by Grantor and its duly authorized agents and shall not be made available for public inspection.

7.4 **Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for one (1) year, and remain available to Grantor during normal business hours.

(1) Upon written request prior to the end of a Quarter, Grantee shall provide to Grantor an executive summary report within forty-five (45) days of the end of the Quarter, which shall include the following information:

(a) Nature and type of customer complaints.

(b) Number, duration, general location and customer impact of unplanned service interruptions.

(c) Any significant construction activities which affect the quality or otherwise enhance the service of the Cable System.

(d) Subscriber reports indicating the total number of Subscribers in such format as Grantee commonly prepares such reports, provided that Grantor may require additional detail when reasonably necessary for Franchise-related purposes.

(e) Total disconnections and major reasons for those disconnections.

(f) Total number of cable service calls.

(g) A Telephone Response activity report provided in a manner consistent with FCC requirements, or any Grantor customer service standards, showing Total Calls Answered within thirty (30) seconds, Average Hold Time, Percent of Calls Answered within thirty (30) Seconds, Percent of Abandoned Calls, and the Percent of Lines Available. A sample of an acceptable report pursuant to this Section is attached to this Agreement as Attachment A.

(h) Such other information about special problems, activities, or achievements as Grantee may want to provide Grantor.

(2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable customer service standards. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

7.5 **Inspection of Facilities**

Grantor may inspect any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice. Nothing herein shall prevent Grantor from performing visual inspections of the Cable System in the Rights-of-Way at any time and without prior notice.

7.6 **False Statements**

Any intentional false or misleading statement or representation in any report

required by this Agreement may be deemed a violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Agreement or otherwise. Grantor shall have the right to determine the severity of the violation based upon the report in question.

7.7 **Report Expense**

All reports and Records required under this Agreement shall be furnished, without cost, to Grantor.

SECTION 8. PROGRAMMING

8.1 **Broad Programming Categories**

(A) Grantee's Cable System shall provide a wide diversity of Programming, including broad categories such as:

(1) Educational Programming.

(2) Sports.

(3) General entertainment (including movies).

(4) Children/family-oriented.

(5) Arts, culture and performing arts.

(6) Foreign language.

(7) Science/documentary.

(8) Weather information.

(9) Programming addressed to diverse ethnic and minority interests in the Franchise Area.

(10) National, state, and local government affairs.

8.2 **Parental Control Devices**

Upon request by any Subscriber, Grantee shall make available parental controls or information on how to activate parental controls to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout capability at the time of their initial subscription and periodically thereafter.

8.3 **Leased Access Channels**

Grantee shall meet the requirements for Leased Access Channels imposed by

federal law.

8.4 **Continuity of Service**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 4.7 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.

(B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 **Management and Control of Access Channels**

(A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers, including, without limitation, the operation of Access Channels provided by Grantee under this Agreement. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.

(B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.

(C) The Grantor shall allocate Access resources consistent with applicable law.

(D) The Grantee shall, at Grantee's expense, provide connection, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 13 of this Agreement.

9.2 **Channel Capacity and Use**

(A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.

(B) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to Grantor and any DAP, provide five (5) Downstream Channels of Public, Educational, and Governmental Access Programming that shall be fully available to and viewable by every Subscriber regardless of subscription level, without additional costs, charges or equipment beyond the costs, charges and equipment required for the Subscribers' chosen subscription level. The Channel designations of those Channels as of the Effective Date of this Agreement are: Channel 21; Channel 23; Channel 28; Channel 30 West Linn and Channel 30 MACC. Notwithstanding the first sentence of this subsection (B), Grantee is not obligated to make Channel 30 West Linn available and viewable to Subscribers outside of the West Linn city limits and is not obligated to make Channel 30 MACC available and viewable to Subscribers within the West Linn city limits. Grantee does not relinquish its ownership of or ultimate right of control over Cable System Capacity or a Channel position by initially designating it for PEG Access use.

(C) Grantee shall simultaneously carry all five (5) Access Channels in both Standard Definition (SD) and High Definition (HD), provided that Grantee shall have one hundred twenty (120) days after written request from the Grantor (which may be by electronic mail) to add the HD Channels for Channels 21, 23 and 30 West Linn. If, during the term of this Agreement, Grantee no longer offers any SD format Channels on the Cable System, Grantee may, after written notice to Grantor, stop providing the SD Access Channels. The Grantor acknowledges that receipt of HD format Access Channels may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to HD services. For purposes of this Agreement, "HD" shall mean the highest quality format available for commercial Channels on the Cable System.

(D) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, provide and maintain existing fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant in Section 9.7 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.

(E) Grantor or Grantee may request a review of the PEG Channels any time after the second year of the agreement to discuss items such as new Signal delivery options, Channel usage, and changes in technology.

9.3 **Access Channel Components**

Grantee shall carry all components of the Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be responsible for providing the Access Channel Signal to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for costs associated with the transport and distribution of the Access Channel on its side of the Demarcation point.

9.4 **Quality of Access Channel Signals.**

The Grantee shall not unreasonably discriminate against Access Channels with respect to accessibility, functionality and to the application of any applicable FCC Rules and Regulations, including without limitation Subpart K Channel Signal standards. With respect to Signal quality, Grantee shall not be required to carry an Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall distribute the Access Channel Signal without degradation. There shall be no restriction on Grantee's technology used to deploy and deliver Access Channel Signals so long as the requirements of this Agreement are otherwise met. Grantee shall carry PEG Access Channels in a manner that produces a Signal quality for the Subscriber that is comparable and functionally equivalent to the highest quality format available for local broadcast HD Channels carried on the Cable System. In the event the Grantor believes and provides evidence that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner. Disputes under this Section 9.4 shall be addressed through the Franchise enforcement procedures set forth in Section 15. Upon reasonable written request by a DAP, Grantee shall verify that Access Channel Signal delivery to Subscribers is consistent with the requirements of this Section 9.4.

9.5 **Relocation of Access Channels**

Grantee shall continue to cablecast all Programming on the Cable System on the same Channel designations as such Programming is currently cablecast in the Franchise Area as set forth in Section 9.2. If at any time during the duration of this Agreement, Grantee is required by federal regulations to reassign the location of an Access Channel on its Cable System, Grantee shall provide at least sixty (60) days' advance notice to the Grantor and the DAP(s), and Grantee shall place the Access Channels within reasonable proximity from the Channel location for local broadcast stations. Grantee shall also make "best efforts" to assign the HD PEG Access Channel a number near the other HD local broadcast stations if such Channel positions are not already taken, or if that is not possible, near HD news/public affairs Programming Channels if such Channel positions are not already taken, or if not possible, as reasonably close as available Channel numbering will allow. Grantee shall ensure that Subscribers are notified of such reassignment in accordance with FCC notice requirements or any Grantor customer service standards that include its

customer messaging function, for at least fifteen (15) days prior to the change and fifteen (15) days after the change. In conjunction with any reassignment of any Access Channels, Grantee shall provide either (1) a reimbursement up to Seven Thousand Five Hundred Dollars ($7,500) to the Grantors collectively or the Commission for actual costs associated with the change, or (2) Fifteen Thousand Dollars ($15,000) of in-kind airtime on advertiser supported Channels to the Grantors collectively or the Commission for the purpose of airing multiple thirty (30) second public service announcements produced by the DAP. The Grantor shall cooperate with the DAP and Grantee for such airing. All reimbursement, whether in cash or in-kind, shall be paid or provided on a per-event basis, regardless of the number of Channels affected by the change.

9.6 **Access Interconnections**

The Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, maintain for the duration of this Agreement any and all existing Interconnections of Access Channels with contiguous Cable Systems owned by the Grantee as of the Effective Date of this Agreement, in order to receive from and deliver to the DAP's headend, via the Grantee's Headend, all the Access Channels required by this Agreement and originating by the Grantor or its designee.

9.7 **Origination Points**

(A) The existing Origination Points listed in Attachment B will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.

(B) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible, but not longer than one hundred eighty (180) days, at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 13.

(C) There shall be no charge to the Grantor, to the Commission, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

9.8 **Changes in Technology**

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's Signal delivery technology, which directly or indirectly affects the Signal quality or transmission of Access services or Programming or requires Grantor to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of

any Access Channels (SD or HD), Grantee shall, at its own expense and free of charge to Grantor and DAP, take necessary technical steps or provide necessary technical assistance, including the purchase or acquisition and maintenance of all necessary equipment, and training of Grantor's Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

9.9 **Technical Quality**

The Grantee shall maintain all Upstream and Downstream Access services, Programming and Interconnections at the same level of technical quality and reliability required by this Agreement and all other applicable laws, rules and regulations. Grantee shall throughout the term of this Agreement provide routine maintenance and shall repair and replace all transmission equipment, including, but not limited to, transmitters/receivers, associated cable and equipment necessary to carry a quality Signal to and from Demarcation at Grantor's or DAP's facilities.

9.10 **PEG Access Program Listings On Cable System's Digital Channel Guide**

Throughout the term of this Agreement, Grantee shall allow and continually assist Grantor or the DAP in making satisfactory arrangements with Grantee's Channel guide vendor to make detailed Programming listings available on the Electronic Program Guide. The Grantor or DAP will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

SECTION 10. GENERAL STREET USE AND CONSTRUCTION

10.1 **Construction**

(A) Notwithstanding any other provision of this Agreement, Grantee shall comply with all Grantor codes, ordinances, resolutions, rules or regulations relating to use of the Streets and/or Public Rights of Way ("ROW Codes") that are applicable to Cable Systems. The provisions of this Section 10 shall apply only (i) if Grantor has no ROW Codes applicable to Cable Systems; or (ii) to the extent the provisions are not inconsistent with Grantor's ROW Codes.

(B) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System to provide Cable Service. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(E), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all required permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite

construction permits and give appropriate notices to any other Cable Operators, franchisees, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

(C) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other Cable Operators, franchisees, licensees and permittees so as to reduce as far as possible the number of Street cuts.

(D) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other applicable provisions of law, and any permit issued by the Grantor.

(E) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees. As used in this subsection, “emergency” means a circumstance in which immediate work is necessary to restore lost service or prevent immediate harm to persons or property.

(F) Whenever reasonably possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission.

10.2 **Location of Facilities**

Grantee shall comply with the requirements of Oregon Utility Notification Center, ORS 757.542-757.562 and ORS 757.993, and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

10.3 **Relocation**

(A) Relocation for Grantor.

(1) Upon at least thirty (30) days' notice, Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay, within forty-five (45) days of receipt of an invoice. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.

(2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will consider reimbursing Grantee for such costs to the extent permitted or allowed by the funding source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds.

(B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.

(C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder or licensee, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.

(D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall

temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

10.4 **Restoration of Public Rights of Way**

Whenever Grantee excavates, damages, or disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface pavement in any Public Right of Way, Grantee shall refill the opening within twenty-four (24) hours. Grantee shall be responsible for restoration and maintenance of the Public Right of Way and its surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor and applicable state and federal laws.

10.5 **Maintenance and Workmanship**

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, poles, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.

(B) Grantee shall maintain and use the Cable System so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and presentable condition.

10.6 **Reservation of Grantor Public Rights of Way**

Nothing in this Agreement shall prevent Grantor or utilities owned, maintained or operated by public entities other than Grantor, from constructing sewers; grading, paving, repairing or altering any Public Right of Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with the construction or repair of any Public Right of Way or public improvement, including construction, repair or removal of a sewer or water main or any other public work, Grantee's Cable System shall be removed or replaced in the manner Grantor shall direct, and Grantor shall in no event be liable for any damage to any portion of Grantee's Cable System. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its facilities by the date established by Grantor's written notice to Grantee, Grantor may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay within forty-five (45) days of receipt of an invoice.

10.7 **Use of Conduits by Grantor**

Upon sixty (60) days' notice, and with Grantee's concurrence, Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places without charge to Grantor, to the extent space therein or thereon is reasonably available and feasible without compromising the integrity of the Cable System or facility and Grantee's future use thereof, and pursuant to all applicable ordinances and codes. For the purposes of this Section 10.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor except as otherwise may be expressly authorized by federal law.

10.8 **Public Rights of Way Vacation**

If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and

declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice.

10.9 **Discontinuing Use of Facilities**

Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.10 **Hazardous Substances**

(A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.

(B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to forever indemnify the Grantor, its officers, boards, commissions, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable state or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

10.11 **Undergrounding of Cable**

(A) Where existing telecommunications or electric utility lines are installed

underground at the time of Cable System construction all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

(B) Where utility lines are subsequently placed underground pursuant to a statute, ordinance, policy, or other regulation or order of an individual Grantor or Commission, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

(C) Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment where the Grantor has authorized above-ground placement.

(D) In areas where telecommunications and electric utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.

(E) For purposes of this Section 10.11, "utility lines" and "utility wiring" does not include high voltage electric lines, which are electric lines used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts.

10.12 **Tree Trimming**

Subject to acquiring prior written permission of the Grantor, including any required permit, the Grantee shall have the authority to trim trees that overhang a Public Right of Way of the Grantor so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable codes and regulations and current, accepted professional tree trimming practices.

10.13 **Construction, Building and Zoning Codes**

Grantee shall strictly adhere to all applicable construction, building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor

may require the removal or relocation of Grantee's lines, cables, and other appurtenances, at Grantee's cost, from the property in question.

10.14 **Standards**

(A) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with applicable provisions of the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) Grantee shall ensure that individual Cable System drops are properly bonded to the electrical power ground at the home at time of installation, and are consistent, in all respects, with applicable provisions of the National Electrical Code and the National Electrical Safety Code. All non-conforming or non-performing drops shall be repaired or replaced by Grantee as necessary.

SECTION 11. SYSTEM DESIGN AND STANDARDS

11.1 **Subscriber Network**

(A) As of the Effective Date of this Franchise, the Cable System utilizes a fiber to the node and fiber to the premise architecture. Throughout the term of this Agreement, all active electronics will be 750 MHz capable equipment, or equipment of higher bandwidth.

(B) The Cable System shall be two-way capable and able to support two-way high speed cable modem service via the Cable System. Passive devices will pass a minimum bandwidth of 750MHz.

(C) The Cable System shall be capable of delivering at least 200 Channels including but not limited to digital music and video on demand to Subscribers.

(D) The Grantor may review the system performance, Capacity and services offered to ensure the system keeps pace with changes in technology and is at least comparable to other systems in the Portland Metropolitan area.

(E) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance standards and specifications required by the FCC.

11.2 **Test and Compliance Procedures**

Grantee shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards, including but not limited to 47 C.F.R. §76.640, and/or other applicable FCC standards as amended. Grantee shall conduct and document testing of the Cable System on a regular basis to determine compliance with applicable FCC technical standards, including tests for digital Signal quality at every new Subscriber installation. Grantor may, by written request, require Grantee to perform tests to demonstrate compliance with this Section. Representatives of Grantor may witness tests, and written test reports shall be made available to Grantor upon request.

11.3 **Standby Power**

(A) Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least four (4) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours.

(B) Grantee shall continue to utilize status monitoring of the Cable System which can continually monitor the system for signal quality on the forward and return spectrums of the System. In addition, the Grantee shall maintain status monitoring for all power supplies in its headend(s) and hub(s) as well as the distribution system.

(C) Status monitoring shall be capable of notifying the Grantee 24/7 of system problems including utility power outages that will negatively affect its customers.

SECTION 12. INSTITUTIONAL NETWORK SERVICES

12.1 **History**

Grantee has constructed and provided managed network services through an institutional network known as the Public Communications Network ("PCN"). The PCN was provided by the Grantee to the Grantor and the Grantor-authorized Users of the PCN, including public agencies/Schools, public universities, Pacific University, and the Virginia Garcia Health Centers, or their successor agencies ("PCN Users"). Grantor and Grantee have agreed that the managed services for PCN Users shall continue to be provided by Grantee's Metro-E network ("Managed Services").

12.2 **Grantee Responsible for Providing Institutional Network Service**

(A) Grantee or an Affiliate shall be fully responsible for and at all times shall operate, repair, maintain, manage and ensure provision of the Managed

Services to all eligible PCN Users through a Master Services Agreement or similar agreement comparable to, or more favorable to PCN Users than, Grantee's or its Affiliate's standard agreement for government customers, which agreement shall be subject to Grantor's approval, and with rates consistent with or better than the Rate Card attached hereto as Attachment C (collectively the "MSA") and the provisions of this Section 12. The parties agree that regardless of whether Grantee or an Affiliate provides the Managed Services, these Managed Services comprise an institutional network required under this Agreement as authorized by Section 611 of the Cable Act, and Grantee is ultimately responsible for the provision, operation and management of the Managed Services pursuant to the MSA. During the term of this Agreement, Grantee shall not terminate nor legally challenge the requirement to provide the Managed Services as provided in the MSA.

(B) Should any designated Affiliate of the Grantee be unable or unwilling to provide the Managed Services described in this Section and the MSA, the parties agree that Grantee is fully and unconditionally responsible for continued provision of the Managed Services, including the assumption of responsibilities of PCN User contracts and the MSA.

12.3 **Master Services Agreement**

Subject to the transition plan set forth in Section 12.4 below, Grantee, or its Affiliate, shall at all times provide the Managed Services to PCN Users in accordance with an executed MSA. Where the MSA conflicts with any term or condition of this Agreement, the MSA shall prevail. If Grantor or any PCN User terminates in any manner the Managed Services provided under its MSA prior to the expiration date of this Agreement, such termination shall not affect any other rights or obligations under this Agreement or obligate Grantee to provide any other managed network or institutional network services to Grantor or any PCN User. Notwithstanding any other provision of this Section, the Grantor and Grantee acknowledge that, during the term of this Agreement, amendments to the MSA and/or associated Rate Card may be warranted and the parties agree to negotiate in good faith to reach agreement on amendments requested by Grantor, Grantee (or its Affiliate), or PCN Users that are beneficial to or, at a minimum, not detrimental to, PCN Users.

12.4 **Transition to New Master Services Agreement**

Until Grantee has transitioned PCN Users to a new MSA as provided in this subsection (A), Grantee shall continue providing PCN services to PCN Users under the agreed upon terms and conditions in effect prior to the Effective Date. Grantee shall offer PCN Users the opportunity to sign the MSA no later than January 1, 2027.

12.5 **Breach of the Master Services Agreement**

The parties intend that day-to-day issues regarding the provision of Managed

Services shall be addressed and resolved with reference solely to the MSA. If there is a sustained and ongoing material failure by the Grantee, or its Affiliate, to provide the Managed Services pursuant to the terms of the MSA, such failure may be deemed a breach of this Agreement and shall be subject to the fines and procedures set forth in Section 15 of this Agreement. All other breaches of the MSA shall be subject to the remedies set forth in the MSA.

12.6 **Grantor/User Meetings**

Grantee and any Affiliate providing the Managed Services agree to meet at least once annually with the members of the Broadband Users Group ("BUG") or its successor organization, to discuss planned improvements or changes to the Managed Services provided under the MSA, and to hear the comments and concerns of the BUG.

12.7 **Annual Report to Grantor**

Each calendar year of this agreement, upon request, Grantee shall provide Grantor, within forty-five (45) days of the request, with a report listing each PCN User site under the MSA, along with that site's address and the level of service provided at that site.

12.8 **Security**

Grantee agrees to abide by all privacy and security requirements in applicable state and federal laws and regulations with respect to Managed Services provided for in this Section 12.

SECTION 13. PEG ACCESS AND PCN GRANT FUND

Grantee shall support the continued viability of Institutional Network and PEG Access Programming, through the following funding:

13.1 **Fund Payments**

Beginning on the first day of the first month that falls at least thirty (30) days after the date all Grantor jurisdictions have approved this Agreement, and throughout the term of this Agreement, Grantee agrees to pay Grantor one and three quarters percent (1.75%) of Gross Revenue annually to support the Capital equipment and facility needs of PEG Access and the Grantor PCN institutional network, which funds shall be used in accordance with applicable federal law. Nothing in this Section 13 shall be viewed as a waiver of Grantor's rights to use the funds provided to Grantor in this Section 13.1 for any lawful purpose permitted under applicable federal law. Grantee shall make such payments Quarterly, following the Effective Date of this Agreement, for the preceding Quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days after the end of each Quarter.

13.2 **Annual Grant Award Report**

(A) Grantor shall provide a report annually to the Grantee on the use of the funds provided by to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.

(B) Grantee may reasonably review Records of the Grantor (and of the DAP) related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial Records of Grantor (and the DAP) that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such Records available for inspection and copying during normal business hours at the office of the Grantor (or the DAP).

13.3 **PEG Access Not Franchise Fees**

(A) Grantee agrees that financial support for PEG Access and the PCN, and all other Grantee PEG and PCN obligations set forth in this Agreement, shall in no way modify or otherwise affect Grantee's obligations to pay Franchise fees to Grantor. Grantee agrees that although the sum of Franchise fee and the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present or future Franchise fee payments under this Agreement so long as such fees are used in a manner consistent with this Agreement and federal law.

(B) Grantor recognizes Franchise fees and certain additional commitments are external costs as defined under the FCC rate regulations in force at the time of adoption of this Agreement and Grantee has the right and ability to include Franchise fees and certain other commitments that are not included in Franchise fees on the bills of cable Subscribers (47 C.F.R. § 76.922).

SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

14.1 **Equivalent Service**

It is Grantee's general policy that all residential dwelling units in the Franchise Area have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions, subject to federal law. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

14.2 **Service Availability**

(A) Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions upon the earlier of either of the following occurrences: (1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or (2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.

(B) Grantee shall provide such Cable Service:

(1) With no line extension charge except as specifically authorized elsewhere in this Agreement.

(2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.

(C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from a potential Subscriber where there are at least six (6) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for aerial plant, and ten (10) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for underground plant, measured from the nearest trunk or distribution cable capable of supporting the additional distance, it shall extend its Cable System to the potential Subscriber(s) at no cost to the potential Subscriber(s) other than the usual connection fees for all customers, within ninety (90) days of receipt of the request for service except for circumstances beyond Grantee's control.

(D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for any dwelling unit that does not meet the density requirement in Section 14.2(C), Grantee shall have no obligation to provide Cable Service absent a Subscriber commitment to pay a portion of actual construction costs incurred consistent with the formula below. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be extended, the Grantee shall contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of dwelling units per one thousand three hundred

twenty (1,320) cable-bearing strand feet of its trunk or distribution cable and whose denominator equals six (6) or ten (10), as applicable. Subscribers who request service hereunder will bear the remainder of the actual construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by potential Subscribers be paid in advance.

(E) Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions on a per Subscriber basis in Section 15.

14.3 **Connection of Public Facilities**

(A) The parties acknowledge that as of the Effective Date of this Franchise, Grantee continues to provide one (1) outlet of Basic Service and limited Basic Service, or its reasonable equivalent ("Complimentary Services") to certain Schools, libraries, and public buildings within the Franchise Area, and Grantee shall continue to provide these Complimentary Services throughout the term of this Franchise. Those portions of buildings housing prison/jail populations shall be excluded from this requirement. In addition, Grantee agrees to provide, at no cost, one (1) outlet of Basic Service and limited Basic Service (or its functional equivalent) Programming to all such future public buildings if the drop line to such building does not exceed one hundred and twenty five (125) cable feet or if Grantor or other agency agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet, including the cost of such excess labor and materials. Outlets of Basic Service and limited Basic Service (or its functional equivalent) Programming provided in accordance with this subsection may be used to distribute Cable Service throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Cost for any additional outlets shall be the responsibility of Grantor.

(B) In the event Grantee believes the Complimentary Services are considered "franchise fees" subject to the five percent cap set forth in 47 U.S.C. § 542(b) and intends to include the costs in its Franchise fee calculation, the parties shall follow the procedure set forth in Section 3.8(B).

(C) The Grantor shall have the right, at any time, to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to include the costs in its Franchise fee payment Grantee's marginal cost to provide the Complimentary Services as set forth in the preceding paragraph.

SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

15.1 **Procedure for Remedying Franchise Violations**

(A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

(B) Upon receipt of notice, Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

(1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below;

(2) Cure the violation; or

(3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.

(C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. Notwithstanding the foregoing, in the event the parties mutually agree, prior to the public hearing required in this subsection (C), that Grantee's plan and completion date are reasonable, the same may be approved by the Grantor without a hearing. The Grantor may waive all or part of the fines for such extended cure period in accordance with the criteria set forth in subsection (G) below.

(D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what fines, if any, shall be applied.

(E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied.

(F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.

(G) The fines set forth in Section 15.2 of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:

(1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;

(2) Establish the amount of fine set forth in Section 15.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;

(3) Revoke this Agreement; and/or

(4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.

(I) Fines shall not be imposed in an amount in excess of seventy-five thousand dollars ($75,000) for the Grantors collectively within any twelve (12) month consecutive period.

(J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

15.2 **Fines**

(A) Failure to comply with provisions of this Agreement may result in injury

to Grantor. Grantor and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Agreement are intended as a reasonable forecast of compensation to the Grantors collectively for the harm caused by violation of this Agreement, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings as provided herein.

(1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:

(a) $10,000 for the first such violation;

(b) $20,000 for the second such violation, unless the violation has been cured;

(c) $30,000 for any and all subsequent violations, unless the violation has been cured;

A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;

(2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: $750 per violation, per day;

(3) For all other violations of this Agreement, except as otherwise provided herein: $750/day for each violation for each day the violation continues.

(4) For purposes of subsections (2) and (3) of this Section 15.2(A), the date of violation will be the date of the event and not the date Grantee receives notice of the violation.

(B) The fines set forth in Section 15.2(A) may be reduced at the sole discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of violation as reflected by one or more of the following factors:

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(C) Collection of Fines. The collection of fines by the Grantor shall in no respect affect:

(1) Compensation owed to Subscribers;

(2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or

(3) Other remedies available to the Grantors provided, however, that collection of fines shall be the exclusive remedy for the Grantors for the particular incident or for the particular time period for which fines are imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

15.3 **Revocation**

(A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 15.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

(B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, and both Grantee and Grantor shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the other party, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Grantee may request, prior to the hearing, that Grantor provide a complete verbatim record and transcript of such hearing, which shall be at Grantee’s cost.

(C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether such event of default is excusable; and (ii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor.

Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.

(D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

15.4 **Relationship of Remedies**

(A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity. The collection of fines by Grantor shall in no respect affect:

(1) Refunds or credits owed to Subscribers; or

(2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.

(B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement, shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for fines or otherwise, except as provided in Section 15.2; or an excuse of faithful performance by Grantee.

15.5 **Removal**

(A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the Cable System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its plant, structures and equipment.

(B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

15.6 **Receivership and Foreclosure** Grantor and Grantee acknowledge that the following paragraphs are subject to the jurisdiction of the bankruptcy court.

(A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and

(2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

15.7 **No Recourse Against Grantor**

Grantee shall not have any monetary recourse against Grantor or its officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof, in accordance with the provisions of applicable federal, state and local law. The rights of the Grantor under this Agreement are in addition to, and shall not be read to limit, any rights or immunities the Grantor may enjoy under federal, state or local law. However, under current federal law, Grantee does have the right to seek injunctive and declaratory relief.

15.8 **Nonenforcement By Grantor**

Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require

compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing by the Grantor. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

SECTION 16. ABANDONMENT

16.1 **Effect of Abandonment**

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor or until this Agreement is revoked and a new grantee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all costs, expenses and damages incurred.

16.2 **What Constitutes Abandonment**

The Grantor shall be entitled to exercise its options and obtain any required injunctive relief pursuant to Section 16.1 if:

(A) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 4.7; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

SECTION 17. FRANCHISE RENEWAL AND TRANSFER

17.1 **Renewal**

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

(B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable related community needs and interests,

as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

17.2 **Transfer of Ownership or Control**

(A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity (hereinafter, “Transfer”), without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee (hereinafter, “Change in Control”). The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a Change in Control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of fifty-one percent (51%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a fifty-one percent (51%) interest of the shares or the general partnership interest in the Grantee. Every Change in Control shall make this Agreement subject to revocation unless and until the Grantor shall have consented thereto.

(C) The parties to the Transfer or Change in Control shall make a written request to the Grantor for its approval of a Transfer or Change in Control, and furnish all information required by law and the Grantor.

(D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted as required by federal law unless the requesting party and the Grantor agree to an extension of time.

(E) Within thirty (30) days of any Transfer or Change in Control, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a

copy of the deed, agreement, lease or other written instrument evidencing such Transfer or Change in Control, certified and sworn to as correct by Grantee and the transferee.

(F) In reviewing a request for Transfer or Change in Control, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said Transfer or Change in Control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.

(G) The consent or approval of the Grantor to any Transfer or Change in Control by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any Transfer or Change in Control shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 18. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance, the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures

under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, creed, ethnic or national origin, religion, age, sex, sexual orientation, marital status, or physical or mental disability. Throughout the term of this Agreement, Grantee shall fully comply with all equal employment or nondiscrimination provisions and requirements of federal, state and local law and, in particular, FCC rules and regulations relating thereto.

19.2 Dispute Resolution

(A) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement that is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.

(B) If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other. After written notice has been received by the other party, either party may pursue whatever legal remedies exist. All costs of the mediator shall be borne equally by the parties and otherwise each party shall bear their own costs associated with mediation.

19.3 Notices

(A) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Oregon, II, Inc.
Attn: Government Affairs
11308 SW 68th Parkway
Tigard, OR 97223

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

(B) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such address shall be:

Metropolitan Area Communications Commission
15201 NW Greenbrier Parkway, C-1
Beaverton, OR 97006

19.4 **Binding Effect**

This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

19.5 **Authority to Amend**

This Agreement may be amended at any time by written agreement between the parties.

19.6 **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Oregon.

19.7 **Guarantee**

The performance of the Grantee shall be guaranteed in all respects by Comcast Cable Communications Management, LLC. A signed guarantee, in a form acceptable to the Grantor, shall be filed with the Grantor prior to the Effective Date hereof.

19.8 **Captions**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.

19.9 **Entire Agreement**

This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

19.10 **Construction of Agreement**

The provisions of this Agreement shall be liberally construed to promote the public interest.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMCAST OF OREGON II, INC.

By: _____
Senior Vice President

Date: _____

METROPOLITAN AREA COMMUNICATIONS COMMISSION

By: _____
Administrator

Date: _____

Attachment A
COMMISSION FRANCHISE STATISTICS - QUARTERLY REPORT
Due By: April 15, July 15, October 15 and January 15

To: _____ From: _____

TELEPHONE ANSWERING ACTIVITY	1" Qtr Total	2°" Qtr Total	3rn Qtr Total	4m Qtr Total
TOTAL CALLS ANS'D W/IN 30 SECS.				
AVERAGE HOLD TIME (measured **in** seconds)				
% ANS W/IN 30 SECS.				
%ABANDONED				
% LINES AVAILABLE				
SUBSCRIBERS				
TOTAL SUBSCRIBERS				
TOTAL DISCO's				
TECH DISCO's				
NON-PAY DISCO's				
TECHNICAL ACTIVITY				
SERVICE CALLS				
OUTAGES				
TOTAL TIME OUT FOR OUTAGES				
AVERAGE DURATION OF OUTAGES				

Equivalent Billing Unit: Commercial and bulk account revenues that may be adjusted below or above the standard (basic+ expanded) cable rate are either counted as greater than a full subscriber or less than a full subscriber by dividing the actual revenues for bulk and commercial accounts by the standard cable rate. Example: If an apartment unit is being charged 50% off the standard rate and there are 500 customers, the EBU number is 250.

Confidential and Proprietary- Comcast
Information is confidential under Oregon Public Records Law as it is a compilation of information which is not patented, which is known only to certain individuals within the company and is used in the business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it

COMPLAINT SUMMARY

20 — Q COMMISSION TOTALS

Indicator City	Create Date	Details	Customer Name	Customer Address	Serv Addr Postal Cd	Total
GRAND TOTAL						

All Information is property of Comcast Cable and deemed confidential and proprietary.
Complaints highlighted in yellow indicate non-video issues.

Comcast
TELEPHONE RESPONSE REPORT
Metropolitan Area Communications Commission (MACC) Quarterly Report
Q1 20__

	Calls handled							Abandons						Qty Handled <30							Service Level %					
	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Same structure	Retention	Video Repair	Sales	Billing	Total	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Spanish	Retention	Video Repair	Sales	Billing	Quarterly % <30
Q_ 20__																										

Attachment B
EXISTING LIVE ORIGINATION SITES

Beaverton City Hall
12725 SW Millikan Way
Beaverton, OR 97005

Beaverton Police/Courts Headquarters
4755 SW Griffith Drive
Beaverton, OR 97076

Washington County Public Services Bldg.
155 N. First Ave.
Hillsboro, OR 97123

Hillsboro Civic Center
150 E. Main St.
Hillsboro, OR 97123

Lake Oswego City Hall
380 “A” Ave
Lake Oswego, OR 97034

Tigard City Hall
13125 SW Hall Blvd
Tigard, OR 97223

Forest Grove Auditorium
1915 Main St.
Forest Grove, OR 97116

Pacific University
2043 College Way
Forest Grove, OR 97116

West Linn City Hall
22500 Salamo Road
West Linn, OR 97068

West Linn-Wilsonville School District 3JT
22210 SW Stafford Road
Tualatin, OR 97062

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

Tualatin City Services
10699 SW Herman Road
Tualatin, OR 97062

King City City Hall
15300 SW 116th Avenue
King City, OR 97224

Cornelius City Hall
1355 N. Barlow Street
Cornelius, OR 97113

Attachment C
PCN RATE CARD

COMCAST
BUSINESS

Ethernet Network Service - OVER FIBER						
Pricing for ENS with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 404.46	$ -	$ 364.50	$ -	$ 328.05
200	$ -	$ 580.23	$ -	$ 523.80	$ -	$ 471.42
300	$ -	$ 607.23	$ -	$ 548.10	$ -	$ 493.29
400	$ -	$ 634.23	$ -	$ 572.40	$ -	$ 515.16
500	$ -	$ 661.23	$ -	$ 596.70	$ -	$ 537.03
600	$ -	$ 688.23	$ -	$ 621.00	$ -	$ 558.90
700	$ -	$ 715.23	$ -	$ 645.30	$ -	$ 580.77
800	$ -	$ 742.23	$ -	$ 669.60	$ -	$ 602.64
900	$ -	$ 769.23	$ -	$ 693.90	$ -	$ 624.51
1,000	$ -	$ 796.23	$ -	$ 718.20	$ -	$ 646.38
2,000	$ -	$ 1,354.59	$ -	$ 1,212.30	$ -	$ 1,091.07
3,000	$ -	$ 1,531.71	$ -	$ 1,371.60	$ -	$ 1,234.44
4,000	$ -	$ 1,753.65	$ -	$ 1,571.40	$ -	$ 1,414.26
5,000	$ -	$ 2,029.59	$ -	$ 1,819.80	$ -	$ 1,637.82
6,000	$ -	$ 2,371.68	$ -	$ 2,127.60	$ -	$ 1,914.84
7,000	$ -	$ 2,794.50	$ -	$ 2,508.30	$ -	$ 2,257.47
8,000	$ -	$ 3,319.65	$ -	$ 2,980.80	$ -	$ 2,682.72
9,000	$ -	$ 3,970.62	$ -	$ 3,566.70	$ -	$ 3,210.03
10,000	$ -	$ 4,777.65	$ -	$ 4,293.00	$ -	$ 3,863.70
20,000	$ -	$ 7,989.03	$ -	$ 7,162.83	$ -	$ 6,446.52
30,000	$ -	$ 9,377.64	$ -	$ 8,412.66	$ -	$ 7,571.34
40,000	$ -	$ 10,766.25	$ -	$ 9,662.49	$ -	$ 8,696.16
50,000	$ -	$ 12,159.18	$ -	$ 10,915.83	$ -	$ 9,824.22
60,000	$ -	$ 13,547.79	$ -	$ 12,165.66	$ -	$ 10,949.04
70,000	$ -	$ 14,936.40	$ -	$ 13,415.49	$ -	$ 12,073.86
80,000	$ -	$ 16,329.33	$ -	$ 14,668.83	$ -	$ 13,201.92
90,000	$ -	$ 17,717.94	$ -	$ 15,918.66	$ -	$ 14,326.74
100,000	$ -	$ 19,110.60	$ -	$ 17,172.00	$ -	$ 15,454.80

COMCAST
BUSINESS

Ethernet Virtual Private Line - OVER FIBER						
Pricing for EVPL with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 552.96	$ -	$ 499.50	$ -	$ 449.55
200	$ -	$ 579.96	$ -	$ 523.80	$ -	$ 471.42
300	$ -	$ 606.96	$ -	$ 548.10	$ -	$ 493.29
400	$ -	$ 633.96	$ -	$ 572.40	$ -	$ 515.16
500	$ -	$ 660.96	$ -	$ 596.70	$ -	$ 537.03
600	$ -	$ 687.96	$ -	$ 621.00	$ -	$ 558.90
700	$ -	$ 714.96	$ -	$ 645.30	$ -	$ 580.77
800	$ -	$ 741.96	$ -	$ 669.60	$ -	$ 602.64
900	$ -	$ 768.96	$ -	$ 693.90	$ -	$ 624.51
1,000	$ -	$ 795.96	$ -	$ 718.20	$ -	$ 646.38
2,000	$ -	$ 1,354.59	$ -	$ 1,212.30	$ -	$ 1,091.07
3,000	$ -	$ 1,531.44	$ -	$ 1,371.60	$ -	$ 1,234.44
4,000	$ -	$ 1,753.38	$ -	$ 1,571.40	$ -	$ 1,414.26
5,000	$ -	$ 2,029.59	$ -	$ 1,819.80	$ -	$ 1,637.82
6,000	$ -	$ 2,371.41	$ -	$ 2,127.60	$ -	$ 1,914.84
7,000	$ -	$ 2,794.50	$ -	$ 2,508.30	$ -	$ 2,257.47
8,000	$ -	$ 3,319.38	$ -	$ 2,980.80	$ -	$ 2,682.72
9,000	$ -	$ 3,970.62	$ -	$ 3,566.70	$ -	$ 3,210.03
10,000	$ -	$ 4,777.38	$ -	$ 4,293.00	$ -	$ 3,863.70
20,000	$ -	$ 7,988.49	$ -	$ 7,162.83	$ -	$ 6,446.52
30,000	$ -	$ 9,377.10	$ -	$ 8,412.66	$ -	$ 7,571.34
40,000	$ -	$ 10,765.71	$ -	$ 9,662.49	$ -	$ 8,696.16
50,000	$ -	$ 12,158.37	$ -	$ 10,915.83	$ -	$ 9,824.22
60,000	$ -	$ 13,546.98	$ -	$ 12,165.66	$ -	$ 10,949.04
70,000	$ -	$ 14,935.59	$ -	$ 13,415.49	$ -	$ 12,073.86
80,000	$ -	$ 16,328.25	$ -	$ 14,668.83	$ -	$ 13,201.92
90,000	$ -	$ 17,716.86	$ -	$ 15,918.66	$ -	$ 14,326.74
100,000	$ -	$ 19,109.52	$ -	$ 17,172.00	$ -	$ 15,454.80

COMCAST
BUSINESS

Ethernet Private Line - OVER FIBER						
Pricing for EPL with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 386.10	$ -	$ 348.30	$ -	$ 313.47
200	$ -	$ 728.19	$ -	$ 658.80	$ -	$ 592.92
300	$ -	$ 755.19	$ -	$ 683.10	$ -	$ 614.79
400	$ -	$ 782.19	$ -	$ 707.40	$ -	$ 636.66
500	$ -	$ 809.19	$ -	$ 731.70	$ -	$ 658.53
600	$ -	$ 836.19	$ -	$ 756.00	$ -	$ 680.40
700	$ -	$ 863.19	$ -	$ 780.30	$ -	$ 702.27
800	$ -	$ 890.19	$ -	$ 804.60	$ -	$ 724.14
900	$ -	$ 917.19	$ -	$ 828.90	$ -	$ 746.01
1,000	$ -	$ 944.19	$ -	$ 853.20	$ -	$ 767.88
2,000	$ -	$ 1,941.03	$ -	$ 1,733.40	$ -	$ 1,560.06
3,000	$ -	$ 2,157.03	$ -	$ 1,927.80	$ -	$ 1,735.02
4,000	$ -	$ 2,438.91	$ -	$ 2,181.60	$ -	$ 1,963.44
5,000	$ -	$ 2,832.03	$ -	$ 2,535.30	$ -	$ 2,281.77
6,000	$ -	$ 3,225.15	$ -	$ 2,889.00	$ -	$ 2,600.10
7,000	$ -	$ 3,618.27	$ -	$ 3,242.70	$ -	$ 2,918.43
8,000	$ -	$ 4,011.39	$ -	$ 3,596.40	$ -	$ 3,236.76
9,000	$ -	$ 4,404.51	$ -	$ 3,950.10	$ -	$ 3,555.09
10,000	$ -	$ 5,624.91	$ -	$ 5,049.00	$ -	$ 4,544.10
20,000	$ -	$ 8,308.71	$ -	$ 7,450.92	$ -	$ 6,705.72
30,000	$ -	$ 9,777.24	$ -	$ 8,772.57	$ -	$ 7,895.34
40,000	$ -	$ 11,245.77	$ -	$ 10,094.22	$ -	$ 9,084.69
50,000	$ -	$ 12,718.89	$ -	$ 11,419.92	$ -	$ 10,277.82
60,000	$ -	$ 14,187.42	$ -	$ 12,741.57	$ -	$ 11,467.44
70,000	$ -	$ 15,655.68	$ -	$ 14,063.22	$ -	$ 12,656.79
80,000	$ -	$ 17,128.80	$ -	$ 15,388.92	$ -	$ 13,849.92
90,000	$ -	$ 18,597.33	$ -	$ 16,710.57	$ -	$ 15,039.54
100,000	$ -	$ 20,069.91	$ -	$ 18,036.00	$ -	$ 16,232.40

COMCAST
BUSINESS

EDI- Ethernet Dedicated Internet Access Service - OVER FIBER						
High Speed Internet Standalone						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	**1-YR NRC**	**1-YR MRC**	**3-YR NRC**	**3-YR MRC**	**5-YR NRC**	**5-YR MRC**
EDI Gig E	$ -	$ -	$ -	$ -	$ -	$ -
EDI 10 Gig	$ -	$ -	$ -	$ -	$ -	$ -
EDI 100 Gig	$ -	$ -	$ -	$ -	$ -	$ -
100	$ -	$ 741.15	$ -	$ 673.65	$ -	$ 606.42
200	$ -	$ 1,053.00	$ -	$ 957.15	$ -	$ 861.57
300	$ -	$ 1,335.15	$ -	$ 1,213.65	$ -	$ 1,092.42
400	$ -	$ 1,587.60	$ -	$ 1,443.15	$ -	$ 1,298.97
500	$ -	$ 1,817.64	$ -	$ 1,652.40	$ -	$ 1,487.16
600	$ -	$ 2,025.54	$ -	$ 1,841.40	$ -	$ 1,657.26
700	$ -	$ 2,211.30	$ -	$ 2,010.15	$ -	$ 1,809.27
800	$ -	$ 2,374.65	$ -	$ 2,158.65	$ -	$ 1,942.92
900	$ -	$ 2,523.15	$ -	$ 2,293.65	$ -	$ 2,064.42
1,000	$ -	$ 2,656.80	$ -	$ 2,415.15	$ -	$ 2,173.77
2,000	$ -	$ 3,562.65	$ -	$ 3,238.65	$ -	$ 2,914.92
3,000	$ -	$ 4,423.95	$ -	$ 4,021.65	$ -	$ 3,619.62
4,000	$ -	$ 5,240.70	$ -	$ 4,764.15	$ -	$ 4,287.87
5,000	$ -	$ 6,027.75	$ -	$ 5,479.65	$ -	$ 4,931.82
6,000	$ -	$ 6,785.10	$ -	$ 6,168.15	$ -	$ 5,551.47
7,000	$ -	$ 7,512.75	$ -	$ 6,829.65	$ -	$ 6,146.82
8,000	$ -	$ 8,210.70	$ -	$ 7,464.15	$ -	$ 6,717.87
9,000	$ -	$ 8,878.95	$ -	$ 8,071.65	$ -	$ 7,264.62
10,000	$ -	$ 9,517.50	$ -	$ 8,652.15	$ -	$ 7,787.07
20,000	$ -	$ 12,687.03	$ -	$ 11,533.32	$ -	$ 10,379.88
30,000	$ -	$ 15,856.29	$ -	$ 14,414.49	$ -	$ 12,972.96
40,000	$ -	$ 19,025.55	$ -	$ 17,295.66	$ -	$ 15,566.04
50,000	$ -	$ 22,204.53	$ -	$ 20,185.47	$ -	$ 18,166.95
60,000	$ -	$ 25,373.79	$ -	$ 23,066.64	$ -	$ 20,760.03
70,000	$ -	$ 28,543.05	$ -	$ 25,947.81	$ -	$ 23,353.11
80,000	$ -	$ 31,722.03	$ -	$ 28,837.62	$ -	$ 25,953.75
90,000	$ -	$ 34,891.29	$ -	$ 31,718.79	$ -	$ 28,546.83
100,000	$ -	$ 38,070.00	$ -	$ 34,608.60	$ -	$ 31,147.74

COMCAST
BUSINESS

(cont) EDI- Ethernet Dedicated Internet Access Service - OVER FIBER						
High Speed Internet Standalone						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	**1-YR NRC**	**1-YR MRC**	**3-YR NRC**	**3-YR MRC**	**5-YR NRC**	**5-YR MRC**
IPv4 Static Address Block /30 (2)	$ -	$ 25.00	$ -	$ 25.00	$ -	$ 25.00
IPv4 Static Address Block /29 (6)	$ -	$ 30.00	$ -	$ 30.00	$ -	$ 30.00
IPv4 Static Address Block /28 (14)	$ -	$ 35.00	$ -	$ 35.00	$ -	$ 35.00
IPv4 Static Address Block /27 (30)	$ -	$ 55.00	$ -	$ 55.00	$ -	$ 55.00
IPv4 Static Address Block /26 (62)	$ -	$ 80.00	$ -	$ 80.00	$ -	$ 80.00
IPv4 Static Address Block /25 (126)	$ -	$ 105.00	$ -	$ 105.00	$ -	$ 105.00
IPv4 Static Address block /24 (254)	$ -	$ 205.00	$ -	$ 205.00	$ -	$ 205.00
IPv4 Static Address Block /23 (510)	$ -	$ 405.00	$ -	$ 405.00	$ -	$ 405.00
IPv4 Static Address Block /22 (1022)	$ -	$ 805.00	$ -	$ 805.00	$ -	$ 805.00
IPv4 Static Address Block /21 (2046)	$ -	$ 1,605.00	$ -	$ 1,605.00	$ -	$ 1,605.00
IPv4 Static Address Block /19 (8190)	$ -	$ 6,405.00	$ -	$ 6,405.00	$ -	$ 6,405.00
IPv6 Static Address Block /48 (65,536)	$ -	$ -	$ -	$ -	$ -	$ -
Border Gateway Protocol	$ 500.00	$ -	$ 500.00	$ -	$ 500.00	$ -

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION NO. 2026-04

A RESOLUTION RECOMMENDING THAT THE MEMBER JURISDICTIONS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION GRANT COMCAST OF OREGON II, INC. A CABLE SERVICES FRANCHISE

WHEREAS, the Metropolitan Area Communications Commission ("MACC") is an intergovernmental commission formed pursuant to an intergovernmental agreement under ORS Chapter 190 ("IGA"), with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn ("Member Jurisdictions"); and

WHEREAS, the IGA authorizes MACC and its Member Jurisdictions to grant one or more nonexclusive franchises to construct, operate, and maintain a cable system within the combined boundaries of the Member Jurisdictions; and

WHEREAS, the IGA requires that each Member Jurisdiction formally approve any joint cable services franchise agreements, or any amendment or renewal of such agreements; and

WHEREAS, in 2015, the Member Jurisdictions executed cable television franchise agreements with Comcast of Oregon II, Inc. ("Comcast"), authorizing Comcast to construct, operate, and maintain a cable communications system to provide cable service within the municipal boundaries of the Member Jurisdictions; and

WHEREAS, by letter dated August 3, 2022, from Comcast to the Member Jurisdictions, Comcast invoked the formal renewal procedure set forth in Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act"), while expressing its desire to pursue the franchise renewal through informal negotiations rather than the formal renewal procedure; and

WHEREAS, the IGA authorizes MACC to process Comcast's renewal request on behalf of the Member Jurisdictions, including informal negotiations as set forth in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), and the formal renewal procedures set forth in Sections 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g); and

WHEREAS, MACC and Comcast have been engaged in informal franchise renewal negotiations as set forth in 47 U.S.C. § 546(h), which meetings have resulted in a proposed cable services franchise; and,

WHEREAS, MACC has provided adequate notice and opportunities for public comment on the proposed new cable services franchise including public hearings held on August 28, 2026; and,

WHEREAS, the MACC Board of Commissioners finds the proposed new cable franchise reflects the cable-related community needs of the Member Jurisdictions, and that Comcast has the legal, technical, and financial qualifications to own and operate the proposed cable services

system, and therefore recommends to its Member Jurisdictions that they grant the franchise to Comcast of Oregon II, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION:

Section 1. MACC recommends to its Member Jurisdictions that they grant Comcast a cable services franchise substantially in the form attached hereto as Exhibit A ("Franchise").

Section 2. In accordance with the requirements of the IGA, the Member Jurisdictions' grant of the Franchise shall be contingent on the affirmative vote of each Member Jurisdiction's governing body.

Section 3. The MACC Administrator is hereby authorized to execute the Franchise on behalf of the Member Jurisdictions only after MACC staff's determination that Comcast has fulfilled the Franchise acceptance provisions contained in the Franchise and that each Member Jurisdiction has approved the Franchise.

Section 4. This resolution shall be effective from and after its adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THIS 28th DAY OF AUGUST, 2026.

Shane Boyle, Chair

Attachment: Exhibit A

COMCAST CURRENT and PROPOSED FRANCHISE COMPARISON
Metropolitan Area Communications Commission
August 24, 2026

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Term	10 years	2.3	No change.	2.3
ROW AUTHORITY				
Police Powers and Right of Way Use	Comcast must abide by all generally applicable Codes in each member jurisdiction.	2.2 & 10	Retains the requirement to abide by all generally applicable Codes, and adds an express requirement to comply with member jurisdictions' rights of way ordinances, if applicable, rather than the construction provisions of the franchise to ensure that Comcast follows the same right of way requirements as other providers where a member jurisdiction has a right of way ordinance.	2.2 & 10
FINANCE				
Franchise fees	5% of gross revenues	3.1	No change	3.1
Gross Revenue Definition	Broad cable-service revenue definition.	1.24	Retains the existing broad Gross Revenue definition while expressly including all amounts comprising the FCC-required aggregate video programming price and clarifying that cable-only fees may not be reduced through bundled service allocation.	1.23

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Audit authority	No more than once every 24 months. Comcast reimburses reasonable costs up to $15,000 when underpayment is 4% or more.	3.6	Same 24-month frequency. Reimbursement threshold becomes 5%; cost increases to $20,000.	3.6
Insurance Limits	General Liability: $3 million Broadcasters Liab: $1 million Auto BI/PD: $2 million Employers Liab: $2 million	5.1	General Liability: $3 million Auto BI/PD: $3 million Employers Liab: $3 million Broadcasters Liability is now addressed through general liability.	5.1
PEG PROGRAMMING				
PEG Channels	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. Two regional PEG channels are carried: CAN (11) and PCC (27). A side agreement provides the potential to discontinue these channels if all other metro areas systems do so.	9.2	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. The regional channel CAN (11) is relinquished if Comcast chooses to stop providing it in the MACC service area. A side agreement continues to provide the potential to discontinue the PCC (27) channel if all other metro areas systems do so.	9.2

FRANCHISE PROVISION	**CURRENT FRANCHISE**	**§**	**PROPOSED FRANCHISE**	**§**
PEG/PCN Fee	$0.80 per subscriber per month.	9.7	1.75% of Gross Revenue. Replaces the fixed per subscriber fee with a percentage-based fee, tying PEG/PCN capital funding to Comcast's cable revenue rather than solely to the number of subscribers.	13
HD Channels	2 HD channels	n/a	All five TVCTV channels in HD, implemented 120 days after written request.	9.4
PEG Origination Points	Maintains existing upstream links, interconnections, and listed origination points. Some additional sites were required during the term.	9.8	Maintains existing upstream links, interconnections, and listed origination points; new points may be requested at MACC/TVCTV expense.	9.7
Customer Service	Provides comprehensive, locally negotiated customer service standards covering telephone response, installations and repairs, outage credits, billing, complaint resolution, subscriber notices, and performance reporting.	Attc. A	Streamlines the requirements by incorporating current FCC customer service standards, including answering 90% of calls within 30 seconds and completing 95% of standard installations within seven business days. It also preserves the Grantor's authority to establish stronger local standards.	6
Fines	<u>Telephone answering:</u> Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $250/day Capped at $75,000 within any 12 month consecutive period.	15	Telephone answering: Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $750/day Capped at $75,000 within any 12 month consecutive period.	15

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Institutional Network (PCN)	Comcast or affiliate provides managed services; Comcast remains fully responsible. MSA and rate card were fixed attachments.	12 & Attc. D	Comcast remains ultimately responsible. Allows OMNIA or another comparable standard government agreement, subject to MACC approval and franchise-rate card pricing or better. Existing service continues during transition. Eligible PCN users must be offered the new MSA and rates by January 1, 2027. Related side letter includes member jurisdiction PCN Grant eligibility for qualifying Comcast managed network services.	12 & Attc. C

Comcast Cable Franchise
Questions and Answers
Prepared by MACC
August 2026

Q1: What is MACC?

A: Your jurisdiction is a member of the Metropolitan Area Communications Commission – a fifteen member intergovernmental entity formed pursuant to ORS Chapter 190. MACC was created in 1980 to provide a centralized agency to prepare for, negotiate and administer cable television franchises. On behalf of the member jurisdictions, in accordance with its Intergovernmental Agreement (IGA), MACC provides the daily management of the Comcast cable franchise, including:

- Finance – Franchise fee collection, audits, insurance and bonds
- Centralized Customer Service Regulation – all complaint calls should come to MACC
- TVCTV's Public and Government Access programming services – a division of MACC
- General administration and compliance with Federal cable television franchising rules
- Coordination of the Public Communications Network (PCN)

Q2: How does MACC operate?

A: Each member jurisdiction is an equal partner in MACC. Jurisdictions appoint a MACC Commissioner who participates, reviews and recommends new and renewed cable television franchises along with other administrative tasks. When MACC recommends a cable franchise, the MACC IGA requires that every member jurisdiction approve the franchise in order to make it effective. Each MACC jurisdiction, from the smallest (Gaston) to the largest (Washington County) has one vote.

Q3: How are cable television franchise negotiations different than other negotiations?

A: Incumbent Cable Operators, such as Comcast, have the right to renew their franchise through negotiation if they have timely requested renewal pursuant to Federal law. Federal law establishes a renewal process that begins as early as three years before a franchise expires and includes specific steps for evaluating community needs and the operator's performance.

By conducting the process jointly through MACC, the 15 member jurisdictions can share the cost of the legal, technical, financial, and community-needs work required for renewal. MACC began the current renewal process in 2022, conducted surveys and community-needs work during 2023 and 2024, and continued negotiations with Comcast through 2026.

Q4: What benefits does the renewed Comcast franchise provide my jurisdiction?

A: The primary benefits are financial, reduced-cost connectivity and customer service regulation:

- The 5% franchise fee paid by Comcast provides approximately $3.3 million to the member jurisdictions each year. The Franchise provides for continued fee review and audit functions by MACC.
- PCN service costs are reduced, with the flexibility to benefit from future rate reductions.
- Public meeting coverage through TVCTV is secured, and all five TVCTV channels are upgraded to High Definition (HD).

- The PEG/PCN fee changes from 80 cents per subscriber per month to 1.75% of gross revenues, allowing funding to better reflect changes in Comcast's cable revenue and ensure adequate support for PEG/PCN needs throughout the franchise term.
- Complimentary TV service will still be provided to public buildings.

Q5: What is non-negotiable in a cable television franchise?

A: Federal Law restricts local governments from negotiating:

- Rates for service or equipment.
- Programming – either including or excluding any particular channel.
- The type of technology a cable operator uses to transmit its signals.
- Franchise provisions regarding Comcast's telecommunications services.
- The amount of the franchise fee is capped under the Cable Act at 5% of Gross Revenue.

Q6: When will the new Franchise be effective?

A: Once MACC certifies that all 15 MACC jurisdictions have approved the new Comcast agreement, the franchise will be retroactively effective back to July 1, 2026.

For additional questions about the renewal process, contact **Jonathan Kaufman**, MACC Interim Administrator at **503-645-7365 x215** or at **jkaufman@maccor.org**. MACC's website is at: **www.maccor.org**