



## TUALATIN CITY COUNCIL MEETING

MONDAY, JUNE 13, 2022

JUANITA POHL CENTER  
8513 SW TUALATIN ROAD  
TUALATIN, OR 97062

Mayor Frank Bubenik  
Council President Nancy Grimes  
Councilor Valerie Pratt                      Councilor Bridget Brooks  
Councilor Maria Reyes                      Councilor Cyndy Hillier  
Councilor Christen Sacco

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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, June 13. 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 calling in using the number below 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: 861 2129 3664

Password: 18880

Link: <https://us02web.zoom.us/j/86121293664?pwd=SS9XZUZyT3FnMk5rbDVKN2pWbnZ6UT09>

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### Work Session

- 1. 5:00 p.m. (45 min) – Climate Action Plan Update.** Tualatin's Climate Action Planning effort is currently in process. In this session, staff, along with Josh Proudfoot from Good Company, will provide an update on Tualatin's climate action planning process, take a deep dive into understanding the problem of climate change and its likely impacts on Tualatin, and discuss next steps.
- 2. 5:45 p.m. (45 min) – Parks Funding Workgroup Presentation.** The 2018 Parks and Recreation Master Plan public outreach and engagement identified community need for additional parks, recreation facilities, trails, water access, and natural areas. Planning consultant Barney & Worth, Inc. and DHM Research were retained to conduct organized opinion research and analysis for a potential parks funding measure. This work has included: Stakeholder Interviews, Focus Groups, additional research, and two surveys (statistically valid & community wide). After Barney & Worth presented the Funding Survey and Engagement Outreach results on April 25, 2022, Council provided direction to form a

parks funding package workgroup. The workgroup has met multiple times and tonight will present the funding package information and their recommendation.

3. **6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the June 13<sup>th</sup> City Council meeting and brief the Council on issues of mutual interest.
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## **7:00 P.M. CITY COUNCIL MEETING**

### **Call to Order**

### **Pledge of Allegiance**

### **Announcements**

1. Public Health Announcement
2. Proclamation Declaring June 20-26, 2022 as National Pollinator Week in the City of Tualatin
3. Proclamation Declaring June 2022 as Gun Violence Awareness Month in the City of Tualatin
4. Introduction of Interim Police Chief Greg Pickering

### **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 May 23, 2022
2. Consideration of **Resolution No. 5631-22** Authorizing the City Manager to Adopt Section 116 of the 2019 Oregon Structural Specialty Code
3. Consideration of **Resolution No. 5623-22** Authorizing the City Manager to Execute an Intergovernmental Agreement between the City of Tualatin and the City of Durham for Building Inspection / Plan Review Services

### **Special Reports**

1. Tualatin Moving Forward Quarterly Update



## Public Hearings - Legislative or Other

1. Consideration of **Resolution No. 5622-22** Adopting Findings in Support of an Exemption from Competitive Bidding and Authorizing the City Manager to Execute a Design-Build Contract for the Tualatin City Services Building Parking Lot Expansion and Repair and Enter Into an Agreement with PGE for the Fleet Partner Program
2. Consideration of **Resolution No. 5625-22** Declaring the City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2022-23

## Public Hearings - Quasi-Judicial

1. Consideration of **Ordinance No. 1467-22** Requesting the Annexation of Approximately 1.44 acres of Land Located North of the Intersection of SW Herman Road and SW Cipole Road, (Tax Map/Lot: 2S121DC00700) into the City of Tualatin and Simultaneously Withdrawing the Territory from the Washington County Enhanced Sheriff Patrol District and Urban Road Maintenance District (File No. ANN 22-0001)

## 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. Authorization for the City Manager to Execute a Pilot License Agreement with Bird Scooters
2. Consideration of **Ordinance No. 1468-22** Establishing a Core Area Parking District (CAPD) Tax Rate for Fiscal Year 2022/2023

## 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

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Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at [www.tualatinoregon.gov/council](http://www.tualatinoregon.gov/council).

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](http://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

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Maddie Cheek, Management Analyst I  
**DATE:** June 13, 2022

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### **SUBJECT:**

Climate Action Plan Educational Session: Defining the Problem

### **EXECUTIVE SUMMARY**

Tualatin's Climate Action Planning effort is currently in process. In this session, staff, along with Josh Proudfoot from Good Company, will provide a brief update on Tualatin's climate action planning process, take a deep dive into understanding the problem of climate change and its likely impacts on Tualatin, and discuss next steps.

### **UPDATE ON PLANNING PROCESS**

*Greenhouse gas emissions inventory* – Data collection is complete, and the project team is moving into the data analysis phase of the inventory. Data collected ranged from 2018-2021, but it was ultimately decided to use 2019 as the inventory baseline year in order to mitigate any data anomalies due to the COVID-19 pandemic. The inventory is expected to be complete in late summer 2022, at which time staff will return to Council to provide an update on findings.

*Public and stakeholder engagement* – The project team (comprised of consultants and City staff), is hosting a series of adaptation-themed stakeholder meetings from June 14-16. Meetings will include representatives from businesses, industry, nonprofit organizations, and other local agencies, gathering to discuss challenges and opportunities related to climate adaptation across three different themes: natural systems, people, and the economy.

The Public Involvement and Communications Plan was finalized in early May. The foundation of the plan was developed during an equity workshop that took place in March. During the workshop, the team identified the guiding public involvement principles that would guide the rest of the plan development. From there, other components of the plan were crafted, including a summary of the project purpose and background, demographic information, a list of key stakeholders, an outline of the public involvement process, and proposed measures of success.

Initial public engagement efforts will focus on building an awareness and understanding about climate change and how it will impact the Tualatin community. These efforts will kick off during this spring and summer. Engagement strategies for this phase of outreach include: the development of project fact sheets, graphics, and a social media plan, launching an interactive project website, and attending various community meetings and events in both English and Spanish.

## **DEFINING THE PROBLEM**

Understanding the problem of climate change, including climate science basics is critical to selecting appropriate strategies to address the problems posed by a changing climate. In particular, understanding what Tualatin's specific climate conditions could look like under a strong climate action scenario versus a no climate action scenario can inform what measures should be taken.

The intent of this session is to serve as a level-setting opportunity to ensure that elected officials understand the key contributors to climate change and how Tualatin will likely be impacted by changes in climate under strong climate action and no climate action scenarios. Shared knowledge on these concepts is critical as the City begins to identify potential strategies and actions in response to the results of the greenhouse gas emissions inventory, and through stakeholder and community engagement processes.

## **NEXT STEPS**

Climate change is a big problem that calls for bold solutions. Fortunately, the City has committed to taking action by pursuing a municipal Climate Action Plan. Over the next few months, the project team will work to educate and engage with the Tualatin community about what can be done to address and adapt to climate change locally. These engagement efforts will help lay the foundation for a strong Climate Action Plan that is both responsive to climate science and to the needs of Tualatin community.

## **ATTACHMENTS:**

- PowerPoint Presentation
- Educational document: Climate 101 & Future Physical Conditions

# Future Physical Conditions and Climate 101 – Technical Reader

June 2022



Report produced by Good Company  
for the City of Tualatin



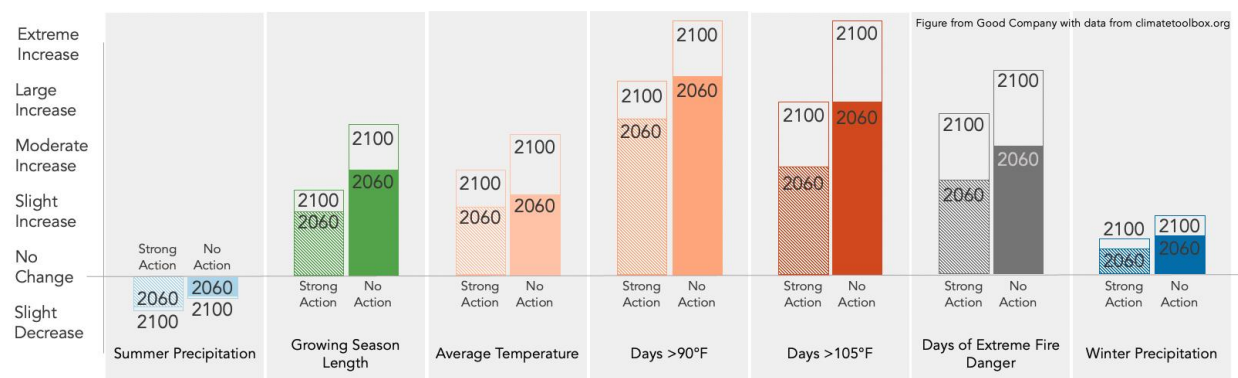
# Future Physical Conditions – How Will Climate Change Affect Tualatin?

The intention of this document is to help the people of Tualatin understand the local impacts of climate change and the impact that our actions (or inactions) can have to ensure that Tualatin can continue to be a prosperous, just, and beautiful place to live. Where possible, we share what the differences in future physical conditions will be if we and the rest of the world take action to reduce emissions (Strong Climate Action scenario) compared to if we do not take action (No Climate Action scenario). Figure 1 shows a summary of the expected changes from 2060 to 2100 with and without climate action. Tualatin acknowledges that climate change will impact historically underserved communities first and worst, and is committed to devoting resources to engage with, listen to, and better serve these communities moving forward.

## Snapshot: It’s Going to Get Hotter with More Intense Rain Events

Figure 1 compares the scale of change in key factors by mid-century and by the end of the century under strong climate action and no climate action scenarios. In both scenarios, we will feel the impacts of climate change and will need to adapt but if we act quickly, we can avoid the worst of the impacts.

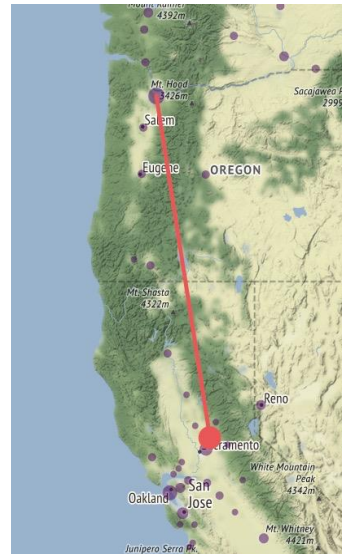
**Figure 1: Climate change depending on global climate action** (Good Company figure, Climate Toolbox data)



By the end of the century, without climate action, Tualatin is likely to **experience a summer climate much like California's Sacramento Valley**. (Figure 2) The number of days over 90 degrees every summer are expected to increase dramatically: **from a historical average of 6 to nearly 60 by the end of the century**. In contrast, if we take strong climate action, **we can constrain the number of hot days to under 30**.

In terms of water, Tualatin will have *mostly unchanged total rainfall with an increase in big storm events ("atmospheric rivers") resulting in more rainfall over shorter periods of time*. The Tualatin River watershed is in the coast range and does not rely on snowpack for year-round flow and so flow through Tualatin will remain largely unchanged. The Willamette River, on the other hand, relies on disappearing winter snows for its summer flow and will experience drastically decreased flows in the summer.

**Figure 2: Tualatin will be like Central California**



**By 2080**  
If no climate action is taken  
The climate in  
**Tualatin, OR**  
will resemble the typical summer in  
**Lincoln, CA**  
**14.2°F warmer**  
**88.2% drier**

## Wet Season

### Precipitation

Overall rainfall quantities will remain nearly unchanged for Tualatin. The most noticeable change will be an increase in “atmospheric rivers”, weather systems that bring large storms with heavy precipitation. Maybe Oregonians will finally start carrying umbrellas.

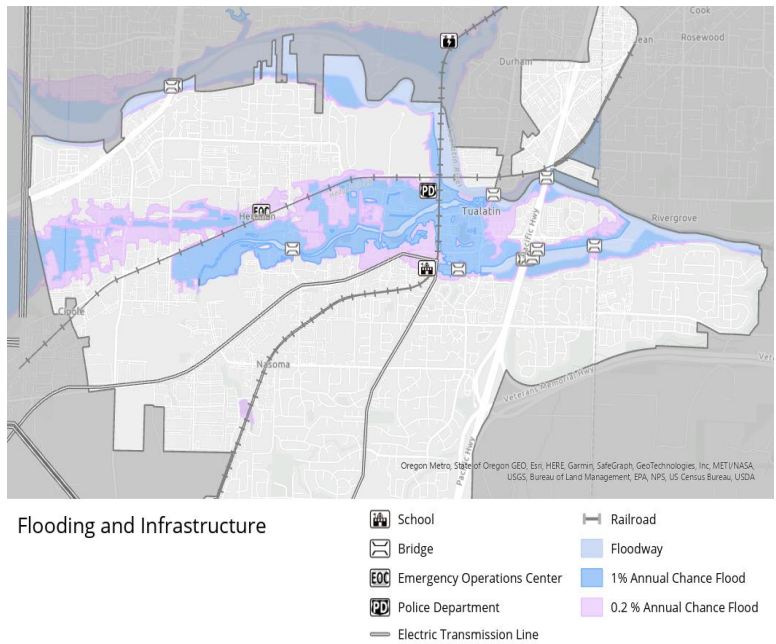
### Flooding

Flooding is extremely location-specific and dependent on the local topography. Figure 3 shows the current flood map for Tualatin. The darker blue areas show where historically there has been a 1% chance of a flood occurring in a year (1 in 100 chance). This is sometimes known as the hundred-year flood. The pink area shows where there has been a 0.2% chance of flooding in a given year (known as a 500 year flood). As of the time this

<sup>1</sup> From University of Maryland Center for Environmental Science. <https://fitzlab.shinyapps.io/cityapp/>

document was written (spring 2022) FEMA had not yet released the most recent flood maps, so this map only reflects historical conditions. In the future, however, increased severity of rain events is likely to increase the likelihood and severity of flooding. The increased chance means the blue area may come to represent a 2-5% chance per year (50 to 20 year flood), and the pink areas may expect flooding every hundred instead of five-hundred years. In short, larger flooding events are becoming increasingly likely.

Figure 3: Current Flood Map



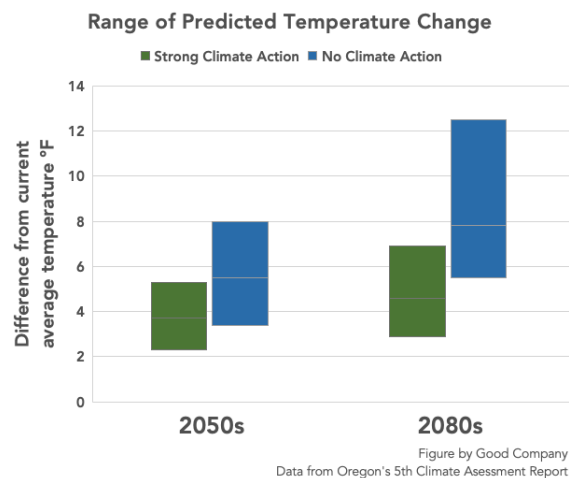
## Dry Season

### Heat

As mentioned before, an increase in average temperatures is expected whether we take action on climate or not, but we can avoid the worst of it (Figure 4). While rising temperatures create risk for plants and animals (including humans), higher temperatures will expand the growing season, creating an opportunity for agriculture. Under a strong climate action scenario, **Tualatin can expect an increase in growing season from 239 days a year to 289 days a year.**

**Under a “no change” scenario, the growing season will be nearly the whole year at 330 days.** This change in growing season presents an opportunity for agricultural production as an increase in growing season can lead to an increase in production with appropriate crop choices. Increased

Figure 4: Expected range of temperature change by mid and late century





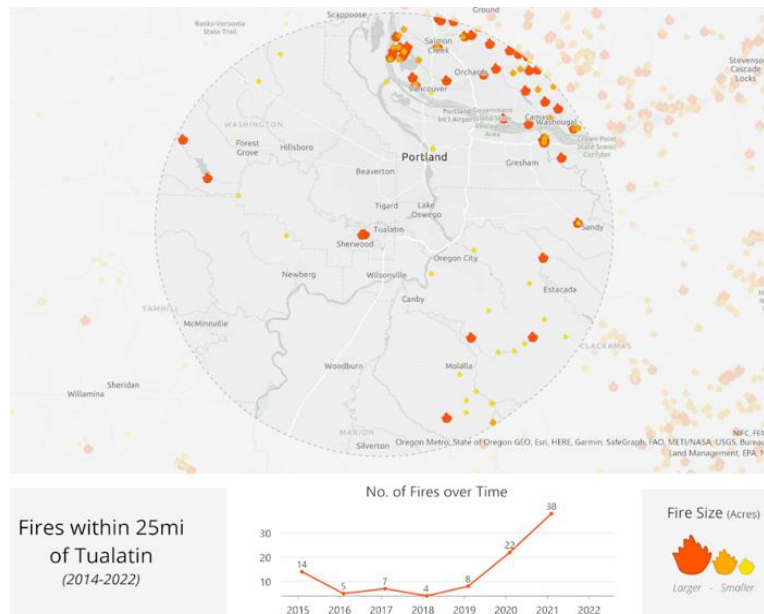
heat and decreased snow will likely lead to drought, and so increasing water storage in the Willamette basin will be critical to utilizing the expanded growing season.

## Fire

The fire pattern of the forests of the Coast Range to the west of Tualatin is characterized by infrequent, high severity fires. The combination of dense Douglas fir regrowth after logging combined with an increase in summer heat is likely to intensify

the fires, leading to more severe fires that will leave mostly-dead forest and increase burned areas. We are already seeing the devastating effects, as shown in Figure 5, with fires around Tualatin increasing steadily in the last few years. Without climate action, the current average of 10 days of extreme fire danger will double to 20 by the end of the century. Strong climate action can decrease the number of extreme fire danger days to 17.

**Figure 5: Recent fire conditions around Tualatin**



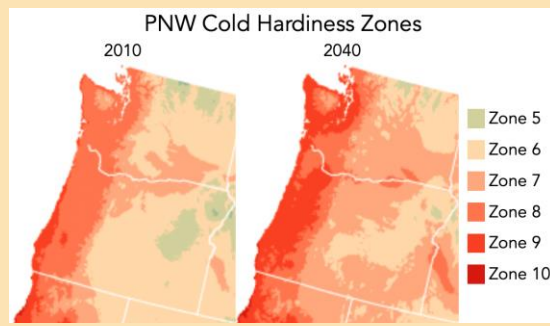
## Air Pollution

Pollen levels are expected to increase with the increase in growing season, worsening seasonal allergies. Ozone levels are also expected to climb as temperatures increase, worsening asthma, emphysema, and other respiratory disorders. Wildfire smoke is expected to increase with wildfires, not just in nearby forests, but across the West. Smoke can cause and exacerbate numerous health conditions including acute respiratory disorders like asthma, but also cardiovascular disease.

## Year-Round

### Plant and Animal Ranges Change

**Make lemonade?** The USDA defines cold hardiness zones to tell gardeners which plants will be able to survive the winter. Tualatin’s zone will shift from 8b to 9a (Chico, CA) under strong climate action and to 9b (Napa, CA) under no climate action. This means more citrus trees and passion fruit but fewer apples and pears.

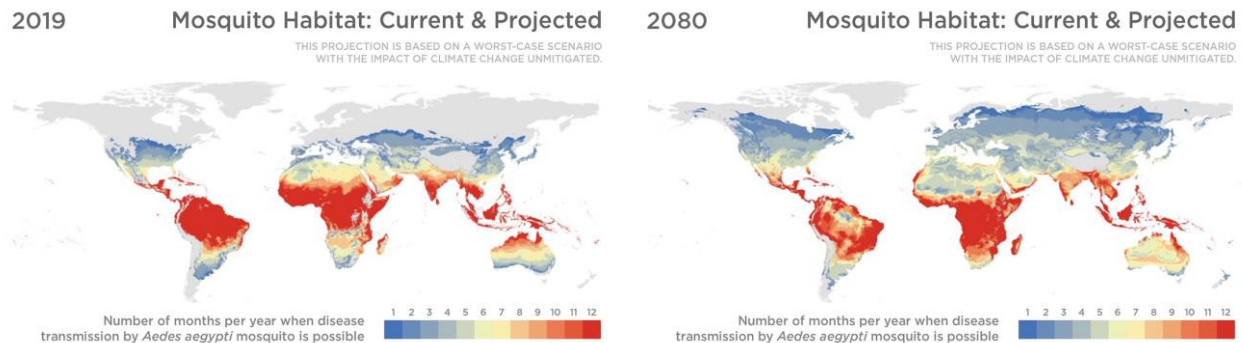


The ability of plants and animals to survive is affected by a combination of water availability and temperature. Changing either of those factors will result in a change in which plants and animals that can live around Tualatin. Although living things have some capacity to adapt to changes in their environment, the rate of climate change generally exceeds the rate of adaptation observed in the wild or in fossil records.

Many of the species that currently inhabit our forests and streams will not be able to survive in the changing

conditions. For example, native trout and salmon are expected to decrease by 60%. Other plants and animals, on the other hand, may thrive under the new conditions. warming waters are also expected to increase the frequency of harmful algal blooms. In addition, changing conditions can also change the range of diseases. The range of the mosquito that carries malaria is predicted to shift all the way up to Alaska without climate action (Figure 76<sup>2</sup>).

**Figure 76: Expanding malaria mosquito habitat**

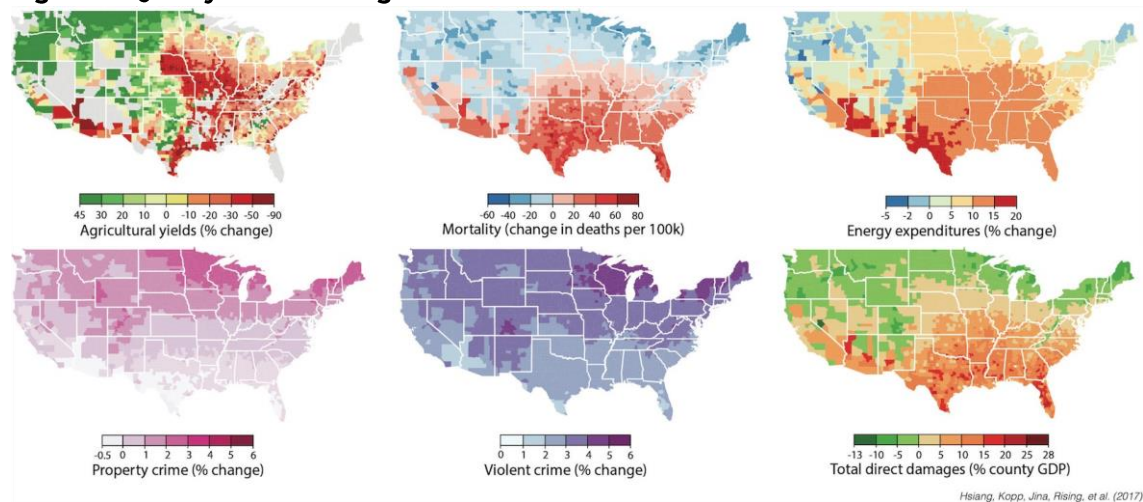


<sup>2</sup> Figure adapted from Ryan, S.J. et al, 2019. Global expansion and redistribution of Aedes-borne virus transmission risk with climate change. PLOS Negl Trop Dis. 13(3): e0007213

## Increasing Population

The United States will experience changes across an array of sectors. Overall, the Pacific Northwest will remain one of the best places to live in the country. Figure 8<sup>3</sup> shows decreasing affordability and comfort in the southern and midwestern states and more moderate changes in the northwest. This will likely lead to people moving to more comfortable conditions in the northern states. As other parts of the country suffer through droughts, hurricanes, and intolerable heat waves, it is likely that the increasing population trend in the Willamette Valley will continue, resulting in higher demand for homes and resources in our area.

**Figure 8: Quality of Life Changes Across the U.S.**



<sup>3</sup> Figure adapted from *Estimating economic damage from climate change in the United States*, Hsiang et al, Science 2017

## Health Effects

The Oregon Health authority put together a comprehensive assessment of how climate change will affect Oregonians' health<sup>4</sup>. We can expect many of the above-mentioned effects along with an increase in heat-related conditions, such as heat exhaustion and infectious diseases such as West Nile, Lyme, and fungal diseases. Furthermore, heat affects human health through increased stress and has been linked to increased violence<sup>5</sup> in some populations. Pregnant people, people who work outdoors, the elderly, and people without access to air conditioning are at particularly increased risk for heat stroke and other heat related conditions.

<b>Climate-related drivers of health: environmental hazards</b>	<b>Stress factors: inequities in social, physical environment, cultural, and economic supports</b>
Heat	Systemic inequities in policies
Infectious disease vectors	
Wildfire	Inequities and unequal investment in social determinants of health (e.g., housing, education, income, wealth, transportation access, food security, income security, access to health care)
Air quality (e.g., pollen, wildfire smoke, smog, ozone)	
Storms, floods, landslides	
Sea level rise	Capacity and adaptive capacity of infrastructure, institutions, and systems to support human health (e.g., culturally specific services, surge capacity of hospitals)
Drought, water insecurity	
<b>Effects on human health</b>	
Hazard-related acute conditions (e.g., heat stroke, asthma attack)	
Hazard-related chronic conditions (e.g., heart disease, diabetes, respiratory illness)	
Infectious diseases (e.g., Lyme disease)	
Mental health conditions	
Adverse pregnancy outcomes	

<sup>4</sup> Table from OHA Climate assessment report

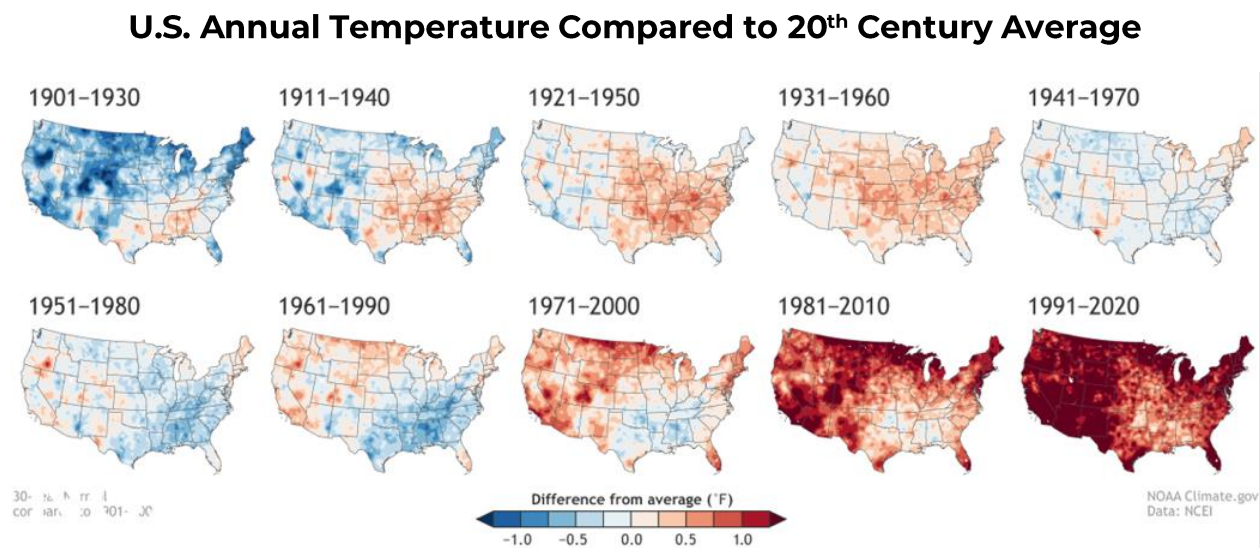
<sup>5</sup> “The Causal Effect of Heat on Violence: Social Implication of Unmitigated Heat Among the Incarcerated” Anita Mukherjee and Nicholas J Saunders, National Bureau of Economic Research Working Paper 2021

# Climate 101

## How Do We Know Climate Change Is Actually Happening?

The average temperature has unmistakably been going up over the last century, way beyond what we have seen before. This is supported by a wide range of evidence from melting glaciers<sup>6</sup> and polar ice caps<sup>7</sup> to earlier bird migrations<sup>8</sup>.

**Figure 9: Increasing temperatures across the U.S.**



**What is a Greenhouse Gas (GHG)?** Greenhouse gasses are any of a number of gasses that trap heat in the atmosphere, causing the greenhouse effect. Some are naturally produced: we breathe out carbon dioxide (CO<sub>2</sub>) and cow burps contain methane (CH<sub>4</sub>). These can also be released through human activity: burning wood or coal releases CO<sub>2</sub> and decomposition in landfills releases CH<sub>4</sub>. Burning fossil fuels such as coal and natural gas accounts for 85% of the human caused CO<sub>2</sub> emissions. Some GHGs are synthetic: hydroflourocarbons and other fluoridated gasses are used in industrial processes and refrigerants. CO<sub>2</sub> makes up most of the GHGs in the atmosphere but CH<sub>4</sub> and the synthetic gasses have a much greater ability to trap heat. Higher concentrations of these gasses in the atmosphere leads to more heat trapped on earth.

<sup>6</sup> <https://www.climate.gov/news-features/understanding-climate/climate-change-glacier-mass-balance>

<sup>7</sup> <https://e360.yale.edu/digest/theres-been-a-six-fold-increase-in-polar-ice-cap-melting-since-the-1990s>

<sup>8</sup> <https://www.scientificamerican.com/article/millions-of-birds-are-migrating-earlier-because-of-warming/>

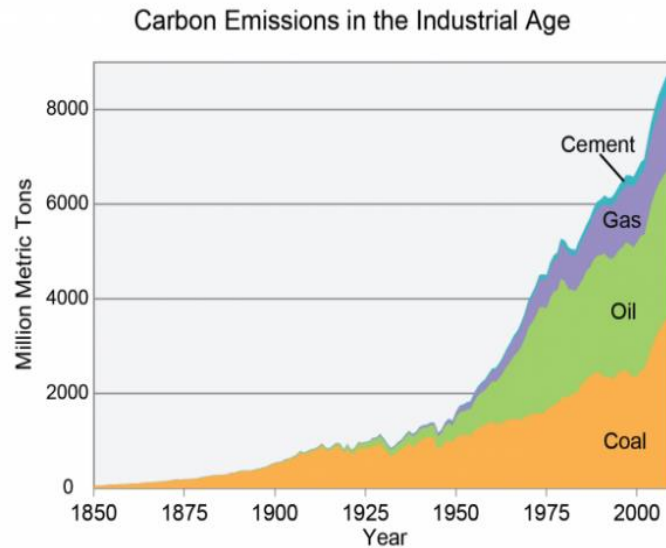


## What is Causing Climate Change?

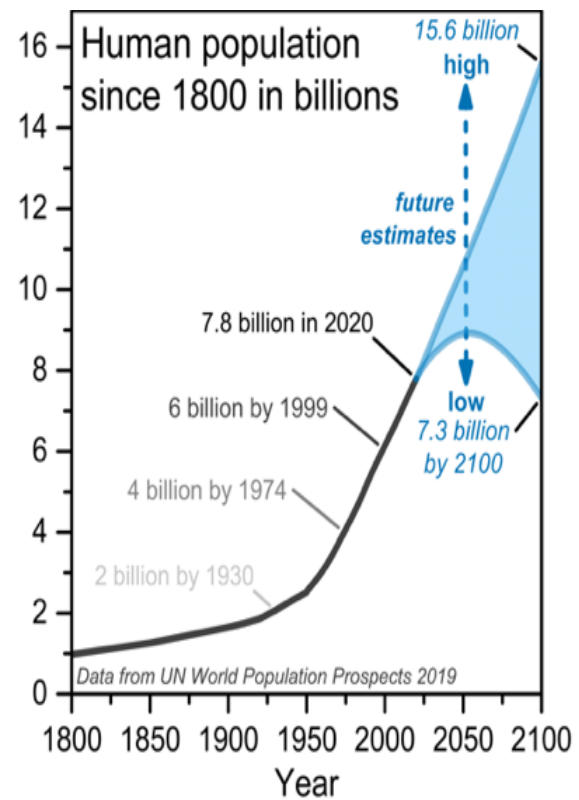
Climate change is caused by increased carbon dioxide (CO<sub>2</sub>) and other greenhouse gas emissions since the industrial revolution<sup>9</sup>. When coal, oil, or gas are burned, they release into the atmosphere CO<sub>2</sub> that has been trapped underground for millions of years – increasing the concentration of carbon in the atmosphere far beyond the natural balance. The massive increase in the use of fossil fuels since the industrial revolution (Figure 10<sup>10</sup>) has increased the concentration quickly.

Dramatically more people on earth (Figure 11<sup>11</sup>) and more people burning fossil fuels is filling our atmosphere rapidly and causing the change in climate to occur. When you add widespread burning of fossil fuels to the carbon cycle, plants cannot reabsorb the amount of carbon generated quickly enough. Increased concentrations of CO<sub>2</sub> and other greenhouse gases increase the earth’s temperature via the greenhouse effect. In Figure 12 you can see how tightly correlated global temperature change and the

**Figure 8: Increasing use of fossil fuels**



**Figure 7: Increasing human population**



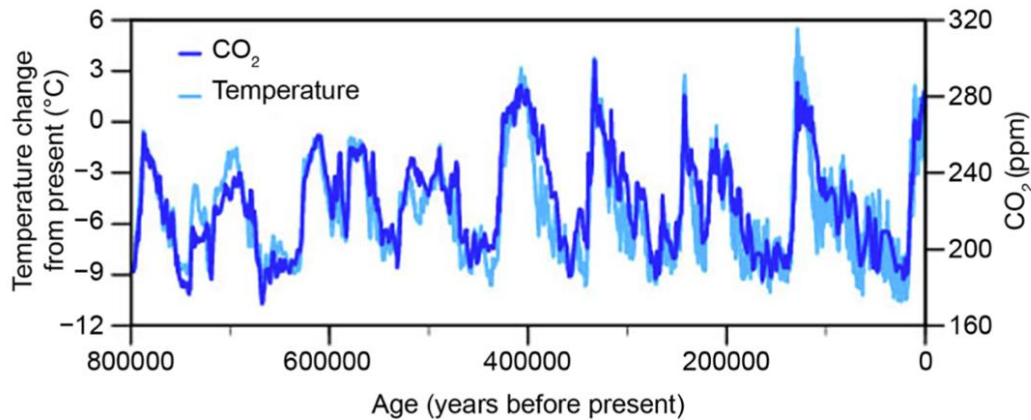
<sup>9</sup> <https://www.globalchange.gov/browse/multimedia/carbon-emissions-industrial-age>

<sup>10</sup> Figure from NOAA, Temperature Change and Carbon Dioxide Change

<sup>11</sup> Figure from Wikimedia Commons

concentration of carbon in the atmosphere have been through history.

**Figure 9: CO<sub>2</sub> and temperature are tightly linked**



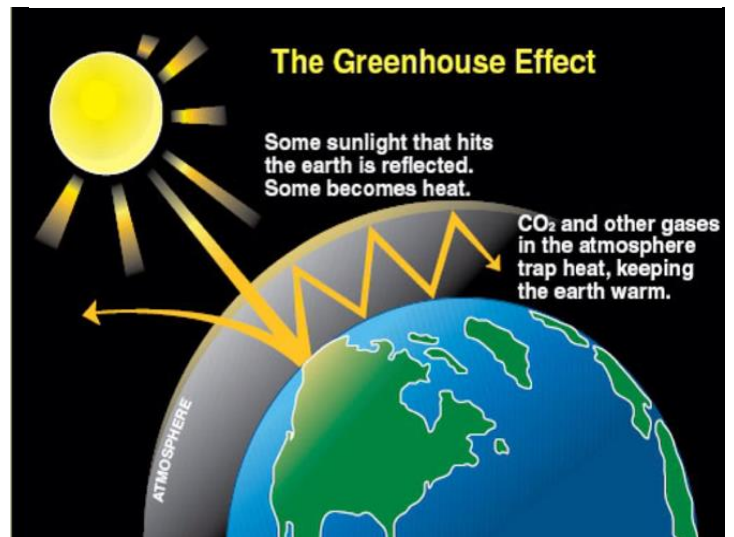
## How Does the Greenhouse Effect Work?

The atmosphere is a thin layer that extends about 7 miles off the surface of earth. The atmosphere allows light from the sun to pass through it, but it bounces heat around, a little like a clear blanket. Light from the sun is converted to heat on earth and some of that heat is trapped by the atmosphere.

The more CO<sub>2</sub> (and other greenhouse gases) in the atmosphere, the more heat is prevented from escaping the earth and the hotter things get.<sup>12</sup> It

should be noted that this is not the same as the Ozone layer, which filters out ultraviolet light, but does not interact with heat in the same way.

**Figure 13: The greenhouse gas effect**



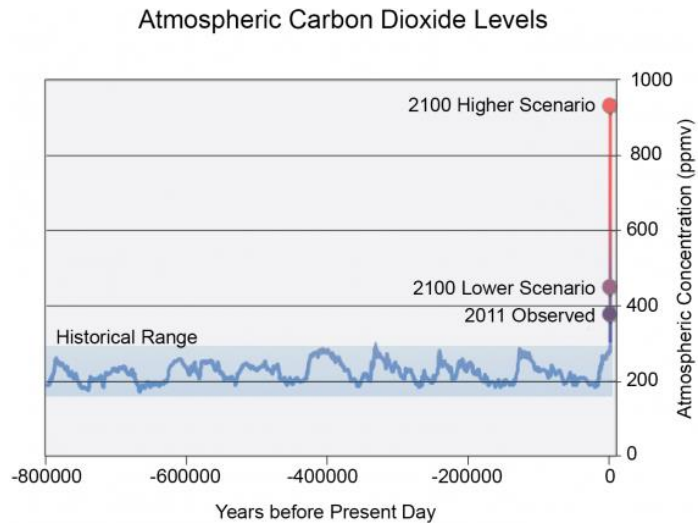
<sup>12</sup> Greenhouse effect figure created by Aaman Kler



## Haven't CO<sub>2</sub> and Temperature and Always Bounced Around? What Makes Now Different?

CO<sub>2</sub> has gone up and down over the course of human history, but it has never been nearly as high as it is right now (Figure 10<sup>13</sup>). For all of previous human history, CO<sub>2</sub> levels were dramatically lower than they are now, hovering between 200 and 300 parts per million. **In the last 70 years, the concentration of carbon dioxide in the earth's atmosphere increased to 415 parts per million, it has not**

**Figure 10: Skyrocketing atmospheric CO<sub>2</sub>**



**been this high since 4 million years ago, millions of years before modern humans<sup>14</sup>!** Back then, the earth's temperature was an average of 7 degrees higher than now, sea levels were 80 feet higher (this would inundate most of the east coast of the US) and forests stretched all the way to the poles.<sup>15,16</sup> It was a very different earth.

As for temperature, yes, things were much hotter (and colder) at other times, but our current temperatures are hotter than they have been for the last thousand years. In fact, temperatures haven't been this high since more than 100 thousand years ago, when humans were just moving out of Africa.

Not only are global temperatures higher than any time during the history of civilization, but they are going up fast and the full effects of increased greenhouse gasses will continue to unfold for centuries. Without climate action, our children and grandchildren will inhabit a much hotter and more hostile world.

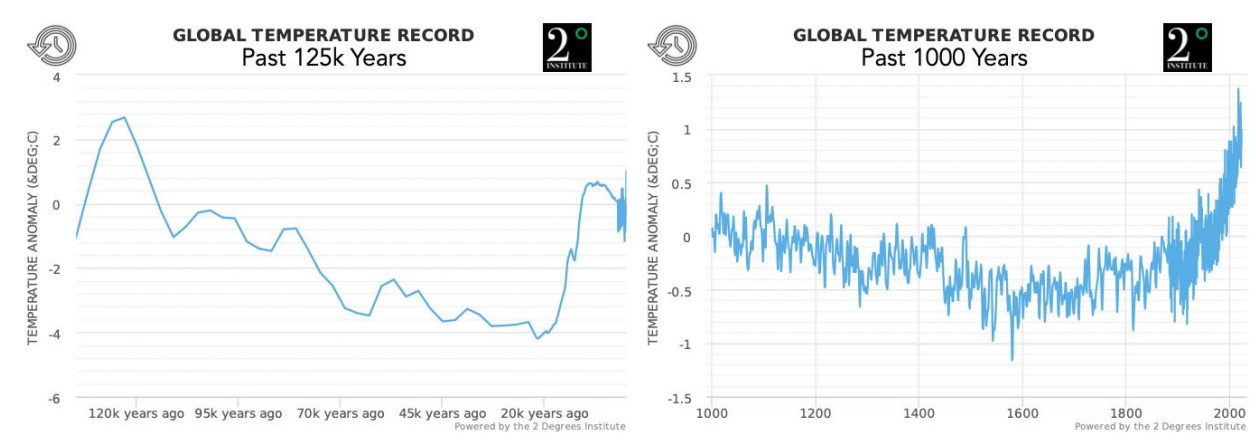
<sup>13</sup> Figure from ClimateChange.gov, Appendix 3: Climate Science Supplement of the nca3 report

<sup>14</sup><https://theconversation.com/climate-explained-what-the-world-was-like-the-last-time-carbon-dioxide-levels-were-at-400ppm-141784>

<sup>15</sup> <https://www.theguardian.com/science/2019/apr/03/south-pole-tree-fossils-indicate-impact-of-climate-change>

<sup>16</sup> <https://www.axios.com/earth-carbon-dioxide-levels-human-history-03dc4dc7-660a-44a9-b85c-d8777c4be8c8.html>

**Figure 15: Historical temperature records**



## How Could People Possibly Affect the Big, Huge Atmosphere So Fast?

The atmosphere is actually not that large compared to the size of the earth! It is only a thin layer. If the earth were a basketball, the atmosphere would be like a piece of cling film wrapped around it. Not so much, huh?

## What is the Difference Between Climate and Weather?

Climate is the general pattern: in Tualatin’s climate, we get rain in winter and sun in summer. People in another climate might experience snow in winter and thunderstorms in the summer. **Climate is affected by long-term factors** like latitude and distance from an ocean, while **weather changes day to day and affected by short term factors** like air pressure and wind.

**Figure 11: Climate vs weather**

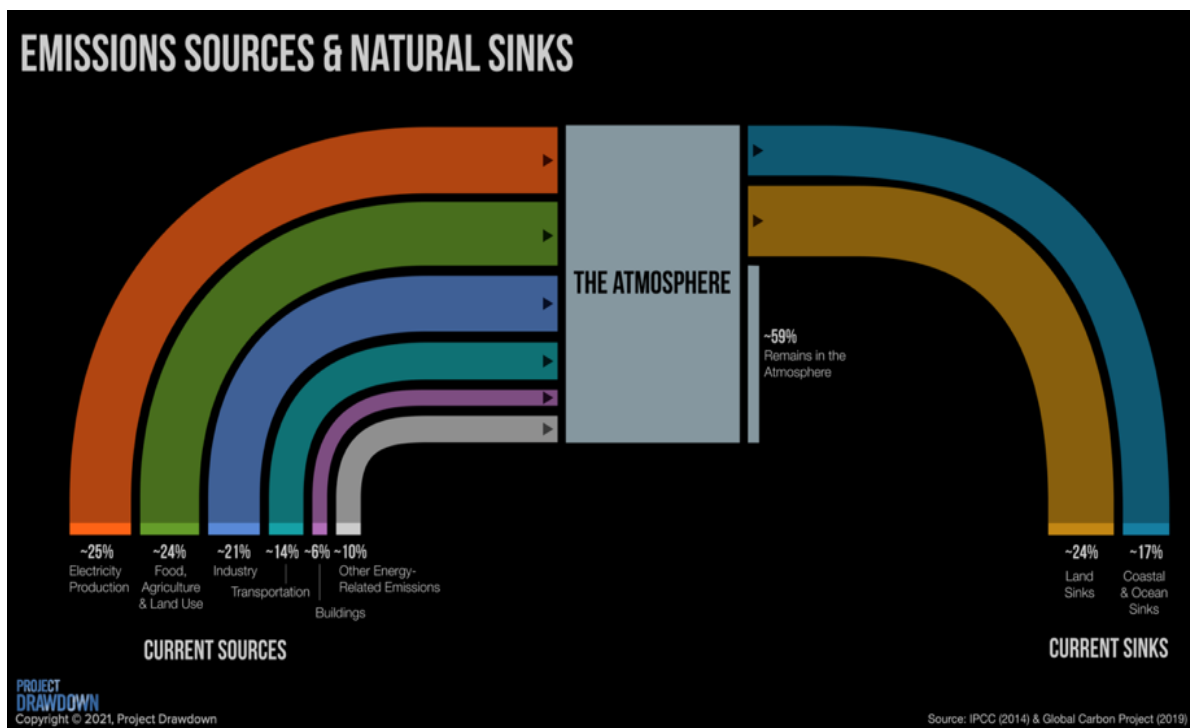


## Doesn't the Earth Regulate Itself? Shouldn't the Plants Pull in the CO<sub>2</sub> and Bring Everything Back Into Balance?

Ideally yes, but our actions have added too much CO<sub>2</sub> for the earth to reabsorb. The earth is a complex system. There are some processes that decrease the amount of CO<sub>2</sub> (these are referred to as “sequestration”)– the oceans can consume some of it, and so can the plants.

Theoretically, oceans, forests, and all vegetation on earth can absorb about 40% of all greenhouse gas emissions we are currently putting into the atmosphere. But increasing temperatures can also decrease the supply of water, making it more difficult for plants to grow. There are other feedback loops: melting snow turns white ice into dark rocks or water, absorbing heat instead of reflecting light; and melting permafrost means that a whole lot of frozen dead plants start to decay and release even more CO<sub>2</sub>. We must reduce our emissions first before the natural systems can keep up.

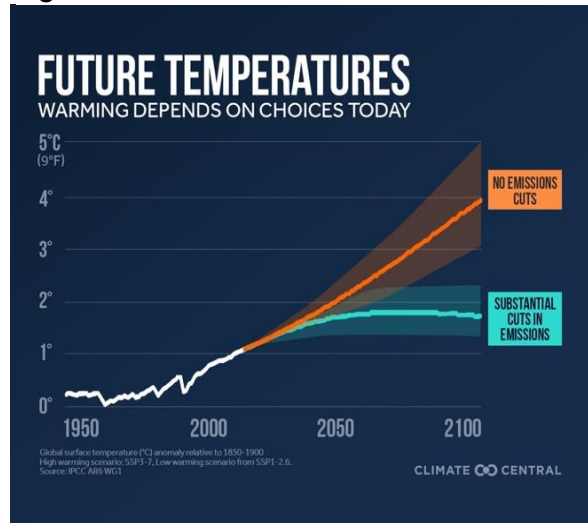
**Figure 12: Earth's emissions sources vs sinks**



## Is It Hopeless?

No! By switching to carbon-free electricity and fuels and employing strategies such as carbon sequestration to draw down the greenhouse gases in the atmosphere, we can avoid the worst effects of climate change. If we act now, we can improve our quality of life now, and preserve our future.

Figure 13: Climate action can lead to a better





# Educational Session: Defining the Problem

Tualatin City Council Meeting

June 13, 2022

# Overview

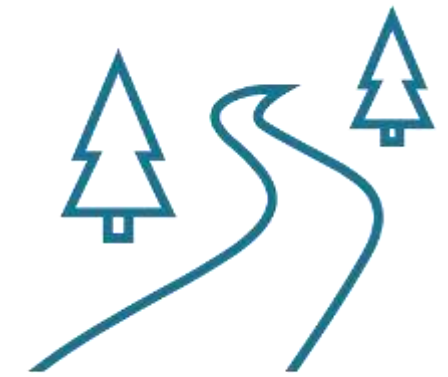
Planning process update

**Defining the problem**

- Climate 101
- Future Physical Conditions

**Next steps**

**Discussion**



# Planning process update



# Greenhouse gas emissions inventory



Data collection  
complete



Data analysis in  
progress



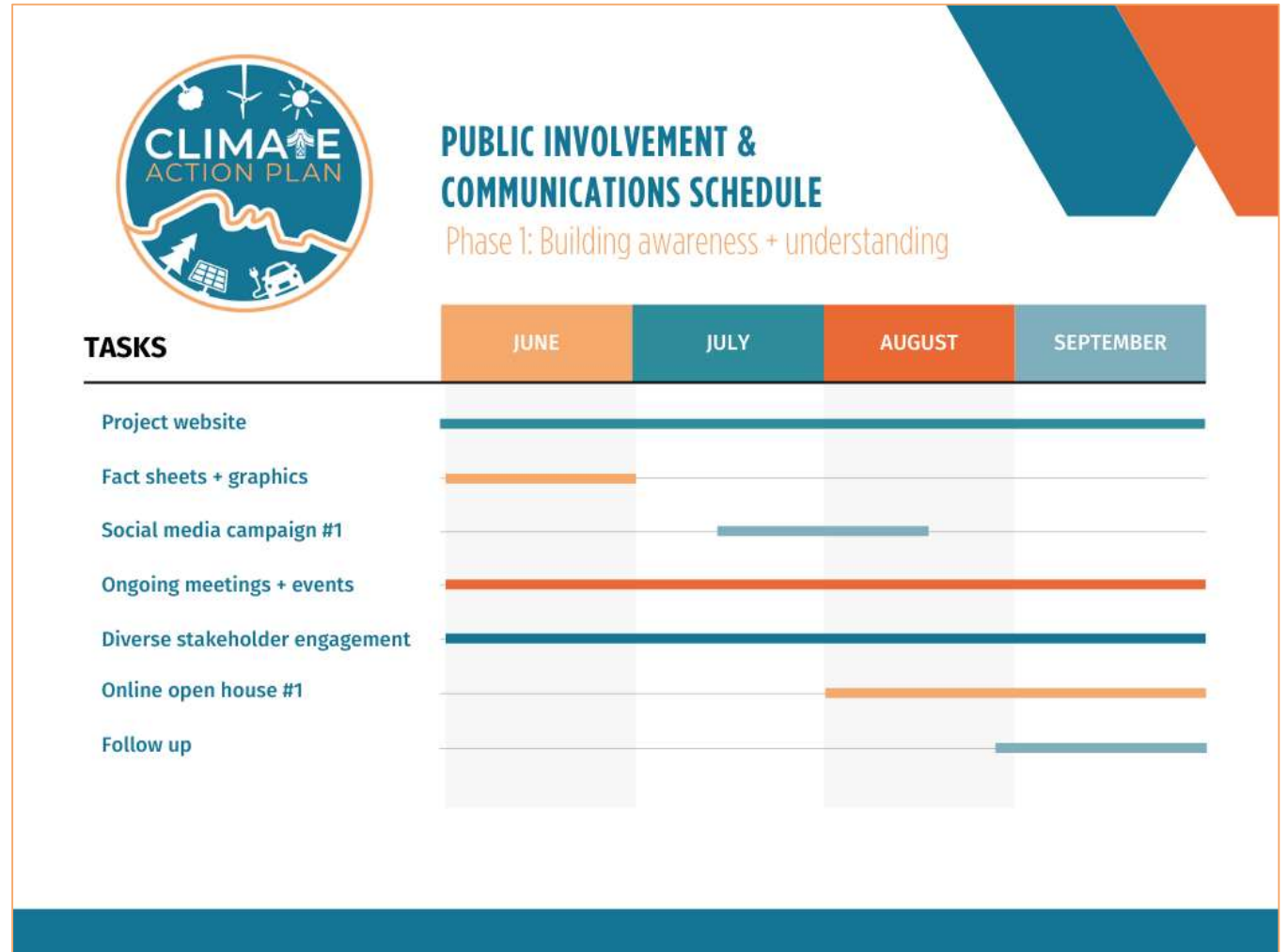
2019 is baseline  
year



Inventory report  
complete at end of  
summer

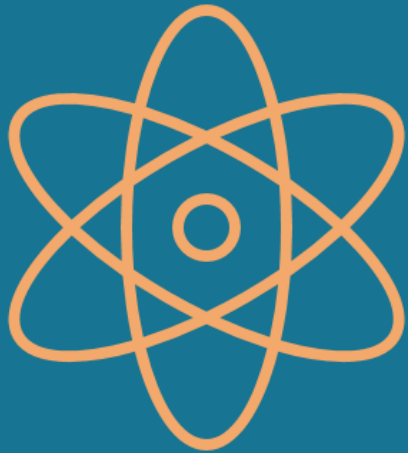
# Stakeholder + public engagement

- Adaptation-themed stakeholder meetings – June 14-16
- Public Involvement + Communications Plan
- Phase 1: Building awareness and understanding

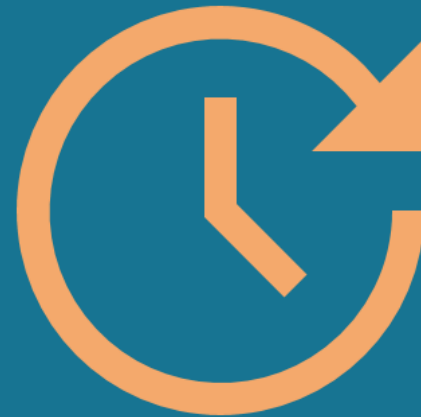


# Defining the problem

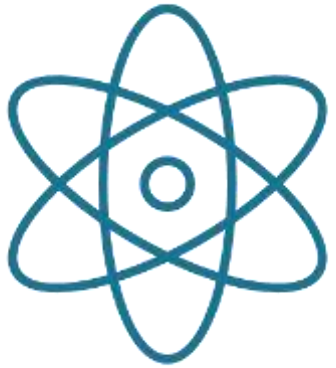
**Climate 101**



**Future Physical Conditions**



Understanding the problem is critical to selecting the appropriate strategies to adapt to and mitigate climate change



# Climate 101

# Greenhouse gases (GHGs)

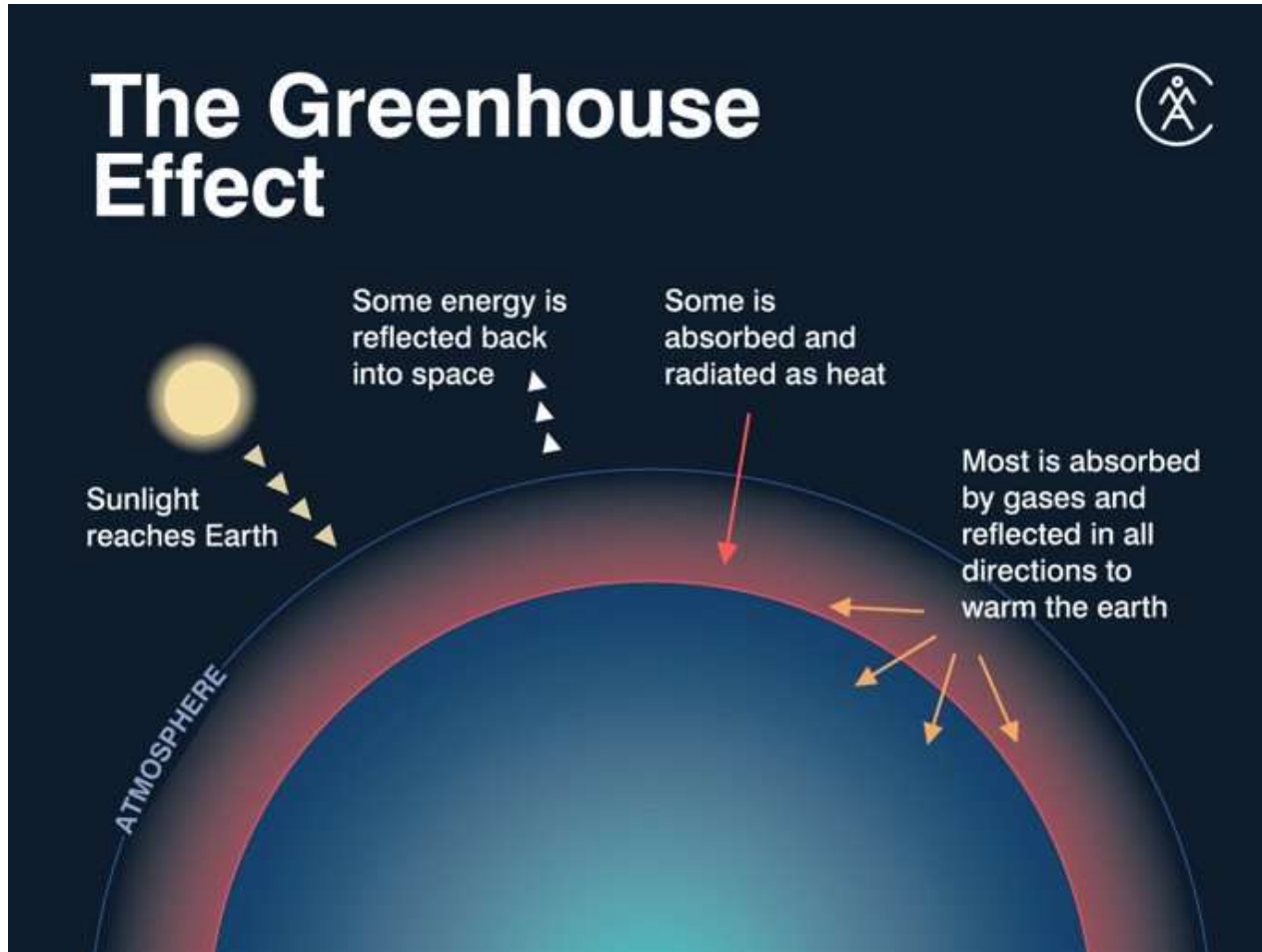


- Greenhouse gases (GHGs) = **gases that trap heat in the atmosphere**, causing the greenhouse effect
- **Examples of GHGs**
  - Carbon dioxide (CO<sub>2</sub>)
    - E.g. burning of wood, coal, and other fossil fuels
  - Methane (CH<sub>4</sub>)
    - E.g. decomposition in landfills, transportation of natural gas
  - Nitrous oxide (N<sub>2</sub>O)
    - E.g. agricultural activities, burning of fuel for vehicles
- Can be **naturally produced** or **synthetic**
- Burning fossil fuels, like coal and natural gas, accounts for **85% of the human-caused carbon dioxide emissions**



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# The greenhouse effect

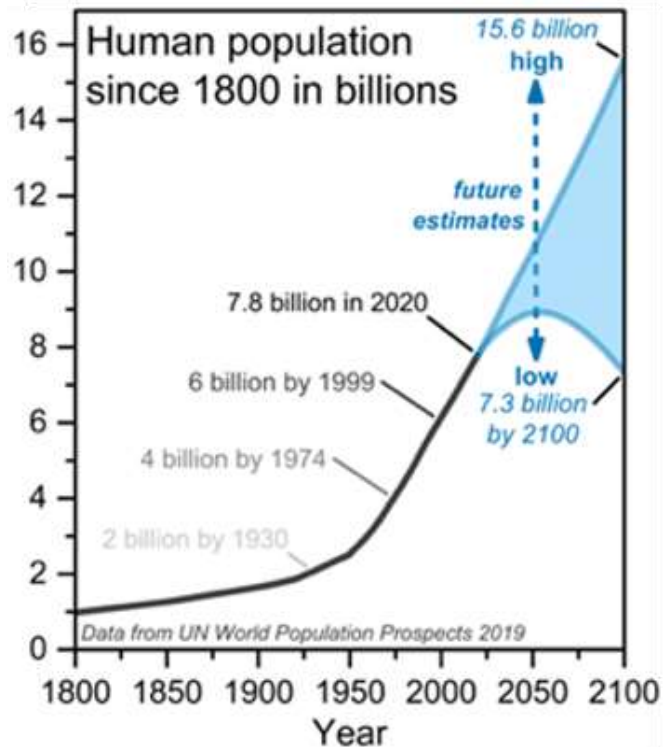


The **more greenhouse gases** in the atmosphere, the **more heat** is prevented from escaping the Earth and **the hotter things get.**

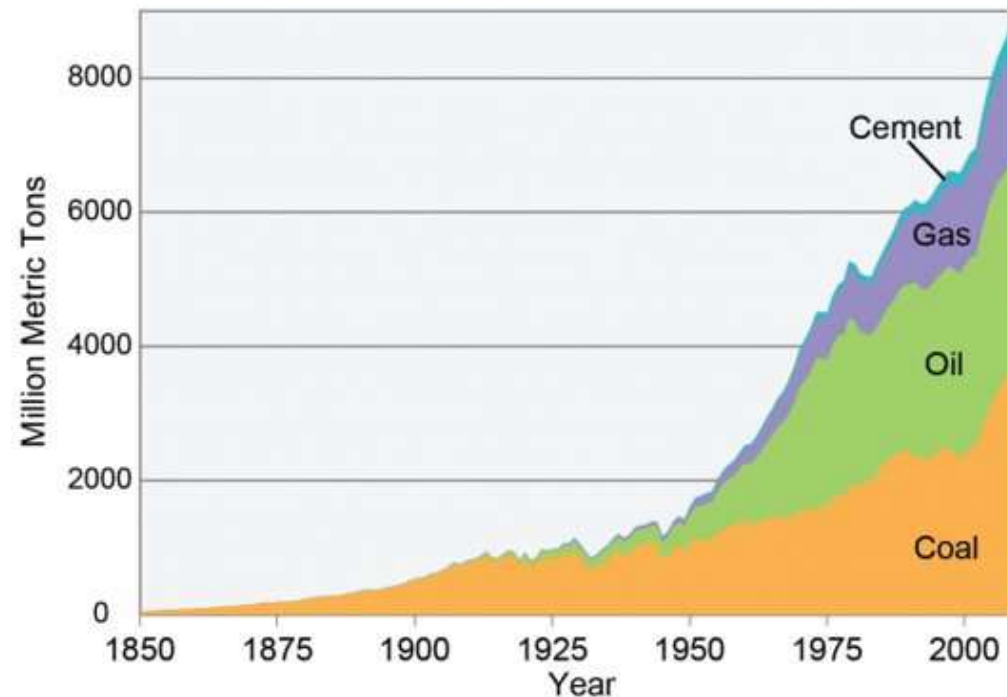
# Drivers of climate change



Figure 1: Increasing human population



Carbon Emissions in the Industrial Age



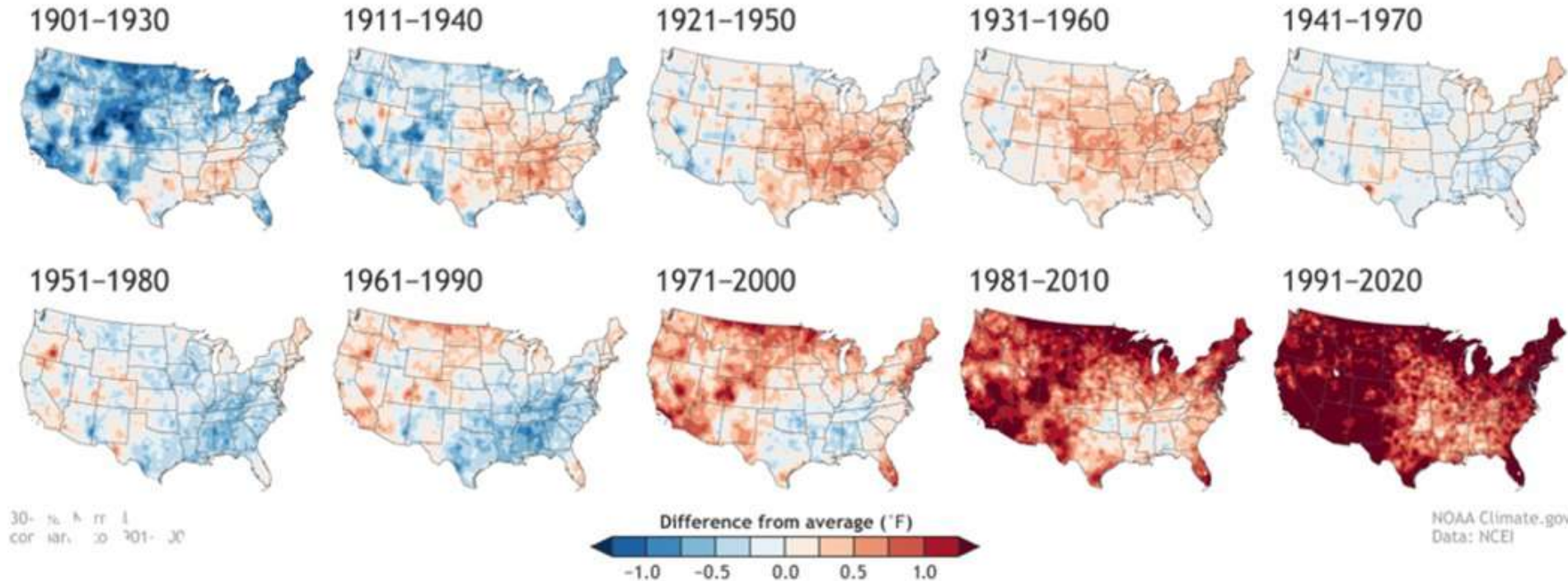
Dramatically **more people** on earth and **more people burning fossil fuels** is filling our atmosphere rapidly and causing the climate to change.



# Evidence of a changing climate



## U.S. ANNUAL TEMPERATURE COMPARED TO 20<sup>th</sup>-CENTURY AVERAGE

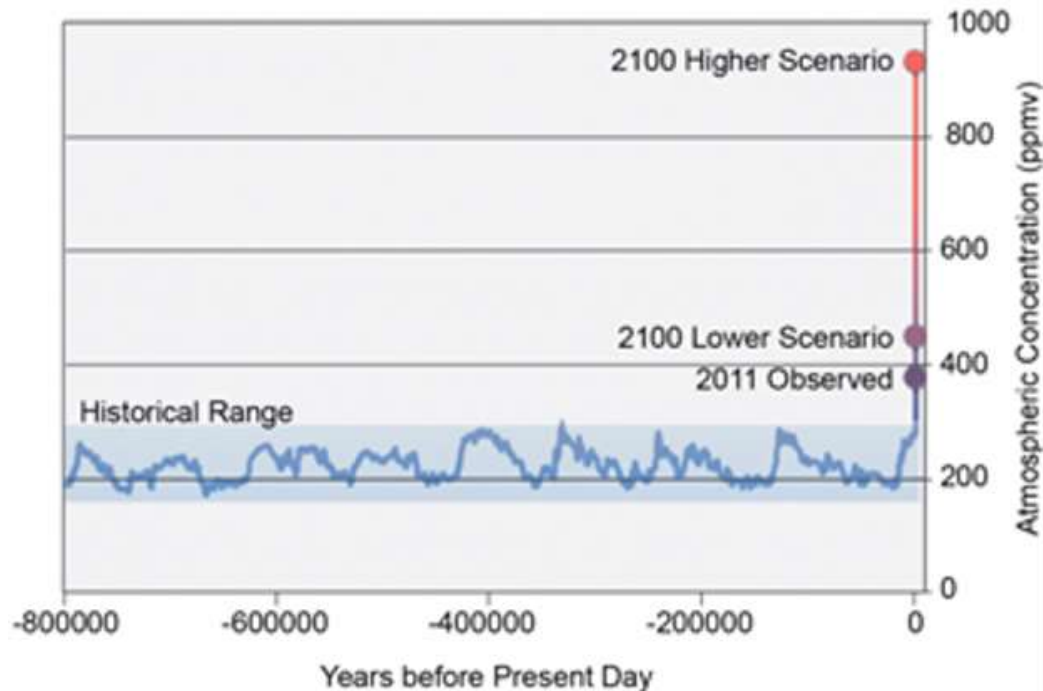


Dramatically **more people** on earth and **more people burning fossil fuels** is filling our atmosphere rapidly and causing the climate to change.

# Changes in atmospheric carbon dioxide over time



**Figure 1: Skyrocketing atmospheric CO<sub>2</sub>**  
Atmospheric Carbon Dioxide Levels



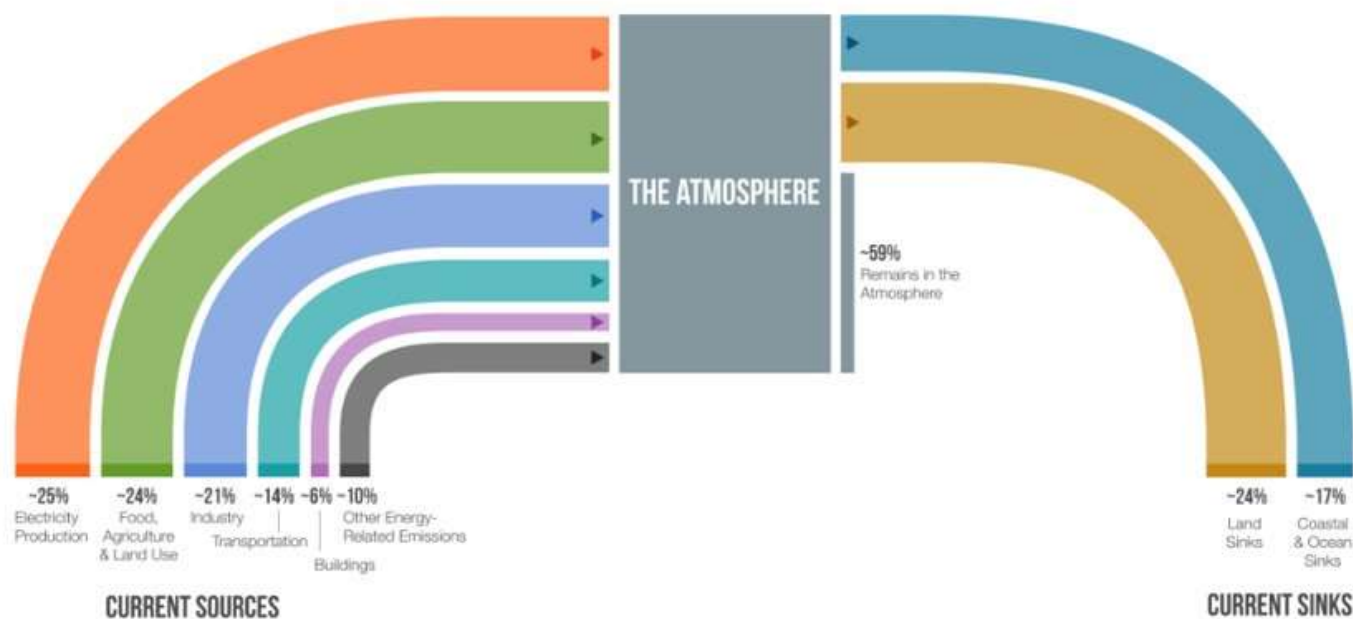
In the last 70 years, the concentration of CO<sub>2</sub> in the earth's atmosphere increased to **415 parts per million**.

It has **not been this high since 4 million years ago**, millions of years before modern humans.

# Emissions sources + sinks



## EMISSIONS SOURCES & NATURAL SINKS



There are some natural processes that remove the amount of CO<sub>2</sub> in the atmosphere, but **we must reduce our emissions first** so that natural systems can keep up.



# Future Physical Conditions

# If we take strong action now, we can minimize changes to the climate

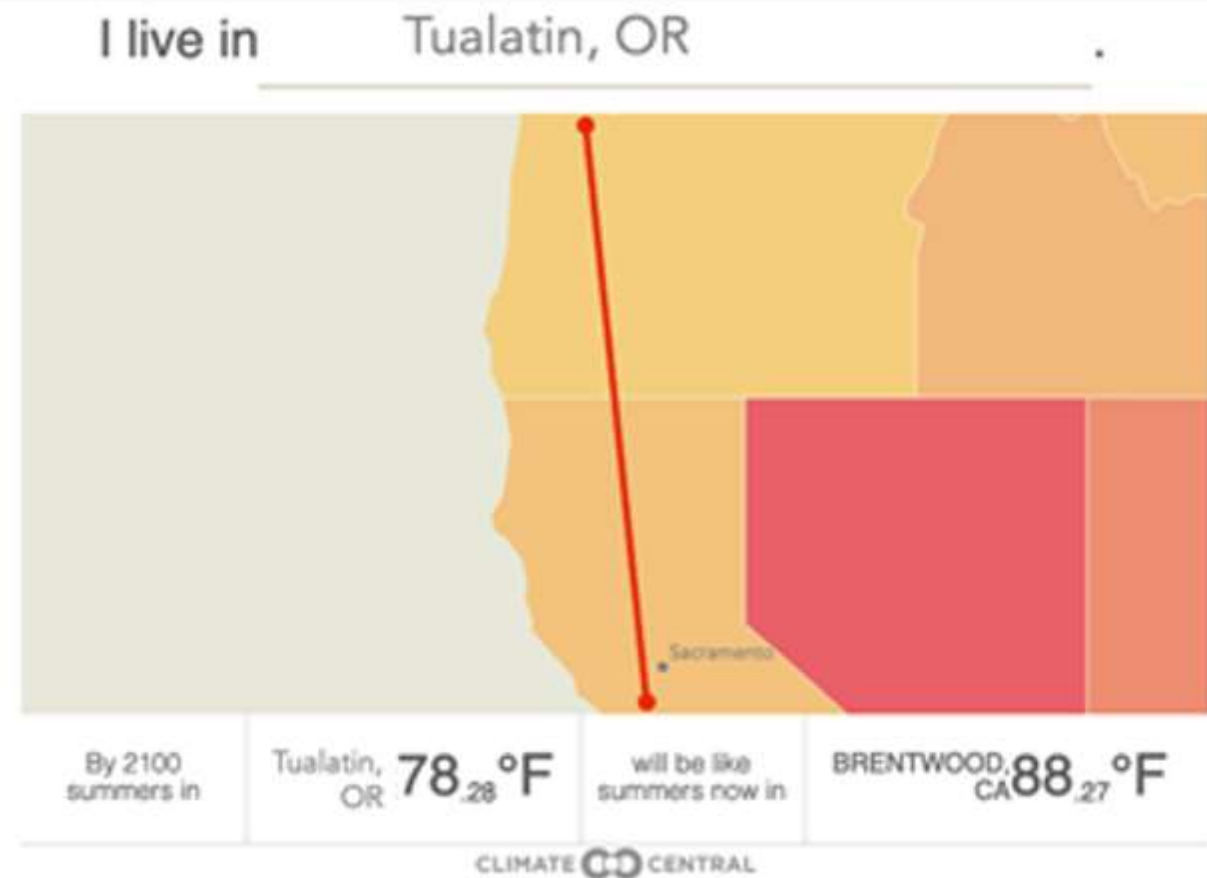


**In both scenarios, we will feel the impacts of climate change and will need to adapt. If we act quickly, we can avoid the worst of the impacts.**

# Heat



Figure 1: Tualatin will be like Central California



The number of **days over 90 degrees** every summer are expected to **increase dramatically**: from a **historical average of 6 to nearly 60** by the end of the century.

In contrast, if we take **strong climate action**, we can **constrain the number of hot days to under 30**.



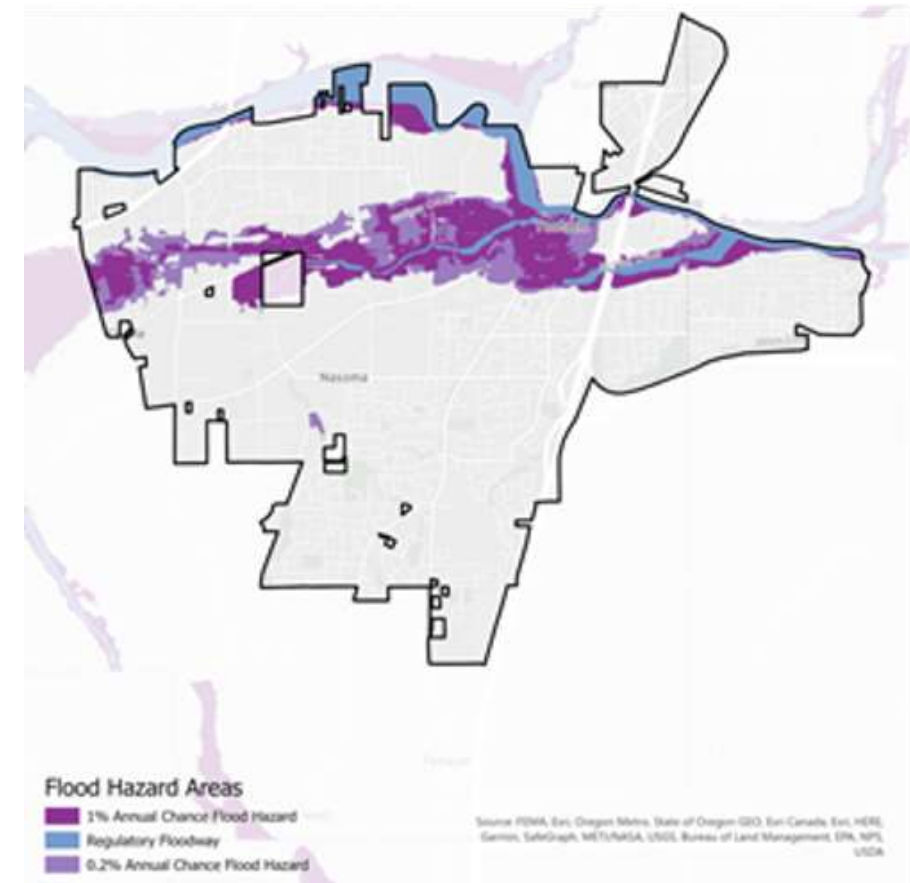
# Precipitation + flooding



The most noticeable change to precipitation patterns will be an **increase in “atmospheric rivers”**, weather systems that bring large storms with heavy precipitation.

Flooding is extremely location-specific and dependent on the local topography. The increase in heavy precipitation is **likely to increase flooding** in some areas of Tualatin.

Figure 1: Current flood hazard map

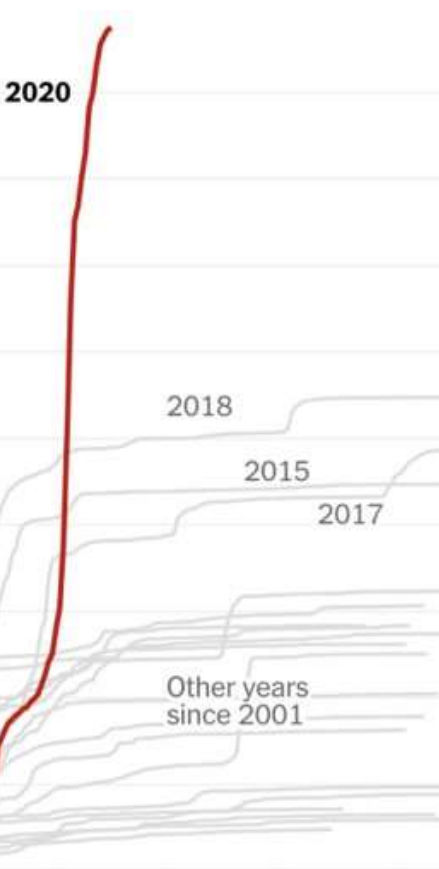




# Fire + smoke



**2020 is the most active fire year on record for the West Coast**



Without climate action, the current average of 10 **days of extreme fire danger will double** to 20 by the end of the century.

**Strong climate action** can **decrease** the number of extreme fire danger days to 17.

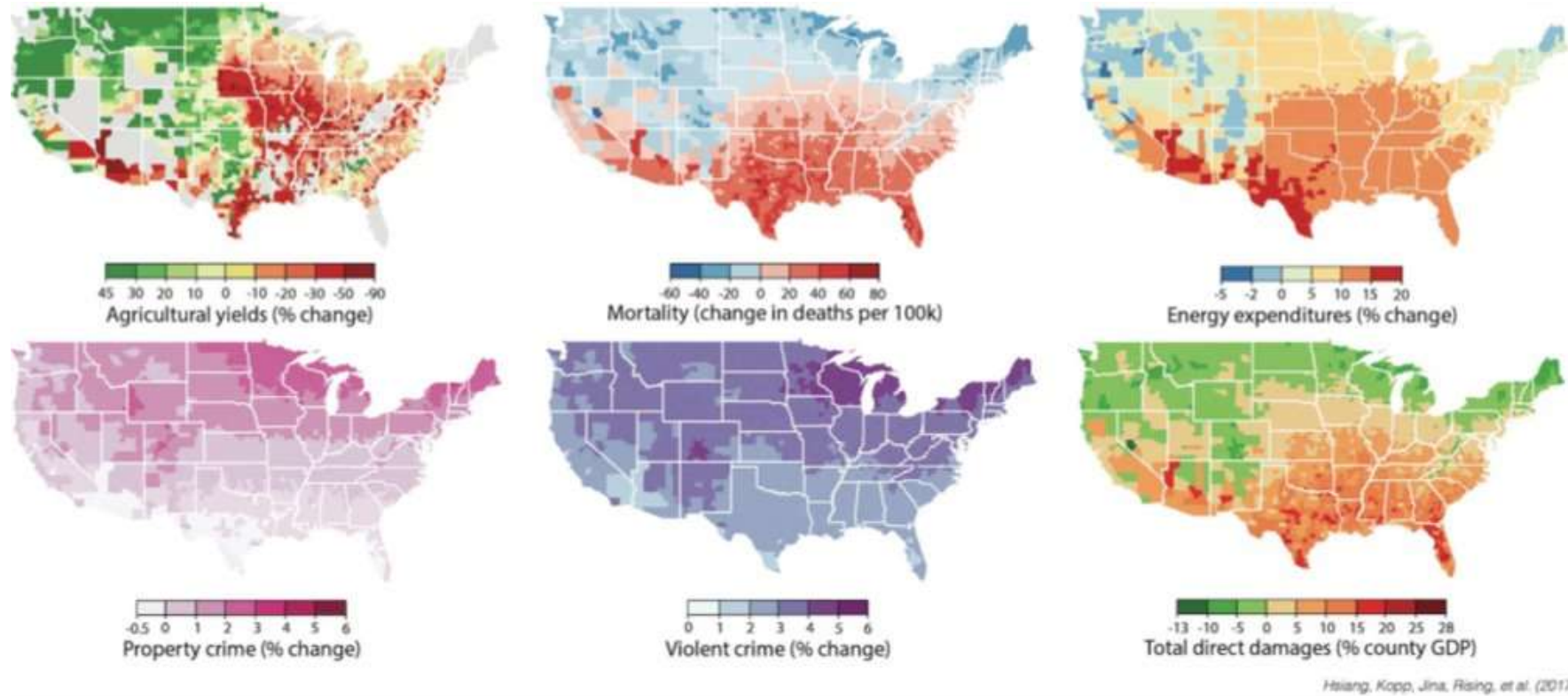
# Public health + health hazards



Climate-related drivers of health: environmental hazards	Stress factors: inequities in social, physical environment, cultural, and economic supports
Heat	Systemic inequities in policies
Infectious disease vectors	
Wildfire	Inequities and unequal investment in social determinants of health (e.g., housing, education, income, wealth, transportation access, food security, income security, access to health care)
Air quality (e.g., pollen, wildfire smoke, smog, ozone)	
Storms, floods, landslides	
Sea level rise	Capacity and adaptive capacity of infrastructure, institutions, and systems to support human health (e.g., culturally specific services, surge capacity of hospitals)
Drought, water insecurity	
Effects on human health	
Hazard-related acute conditions (e.g., heat stroke, asthma attack)	
Hazard-related chronic conditions (e.g., heart disease, diabetes, respiratory illness)	
Infectious diseases (e.g., Lyme disease)	
Mental health conditions	
Adverse pregnancy outcomes	

Increased environmental hazards due to climate change  
 +  
 Existing stress factors and inequities  
 =  
 Increased negative effects on human health

# Changes to quality of life



As other parts of the country suffer through droughts, hurricanes and intolerable heat waves, **it is likely that the increasing population trend in the Willamette Valley will continue.**

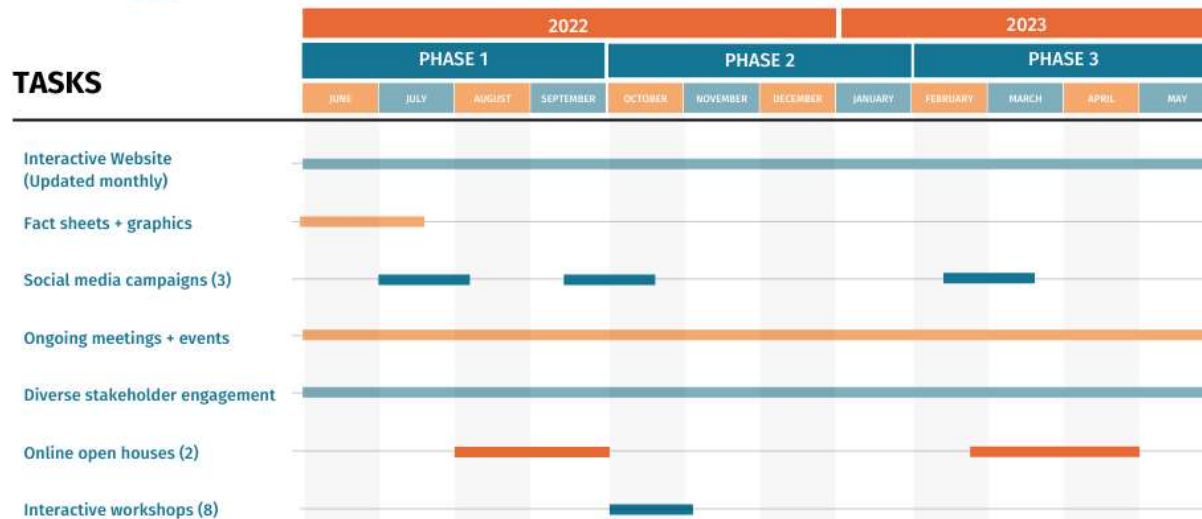


What we're doing about it + next steps

# What we're doing about it + next steps



## PUBLIC INVOLVEMENT & COMMUNICATIONS SCHEDULE

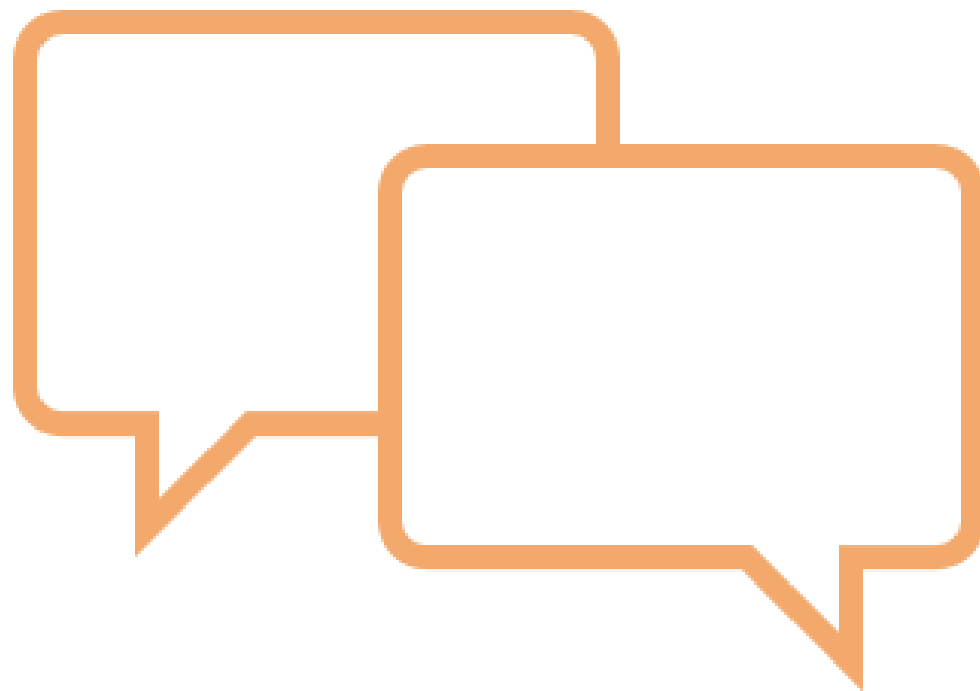


Climate change is a **big problem** that calls for **bold solutions**. Our Climate Action Plan is the **first step** towards **identifying and implementing solutions**.

The project team will **educate** and **engage with** the Tualatin community about **what can be done locally** to address climate change.

These engagement efforts will help lay the foundation for a **strong Climate Action Plan** that is both **responsive to climate science** *and* **to the needs of Tualatin community**.

# Discussion





*City of Tualatin*

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Kyla Cesca, Office Coordinator

**DATE:** June 13, 2022

---

**SUBJECT:**  
Parks Funding Workgroup Presentation

**EXECUTIVE SUMMARY:**

The 2018 Parks and Recreation Master Plan public outreach and engagement identified community need for additional parks, recreation facilities, trails, water access, and natural areas. Planning consultant Barney & Worth, Inc. and DHM Research was retained to conduct organized opinion research and analysis for a potential parks funding measure. This work has included: Stakeholder Interviews, Focus Groups, additional research, and two surveys (statistically valid & community wide). After Barney & Worth presented the Funding Survey and Engagement Outreach results on April 25, 2022, Council provided direction to form a parks funding package workgroup.

Workgroup members and City staff will present the funding package information and recommendation.

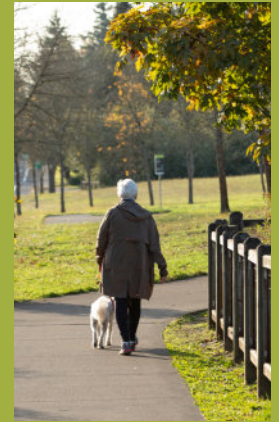
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**Attachments:**  
Presentation



# Tualatin

MOVING FORWARD  
**PARKS**





# FUNDING SOURCES

## **System Development Charges (SDC)**

Capacity Additions

## **Utility Fee**

Life Cycle Replacements

## **Operating Budget**

Maintenance & Upkeep

## **Park Bond**

Large investments



# PARKS FUNDING MEASURES COMMITTEE



**Ethan Bennett**

Youth Representative  
(former YAC)

**Brandon Gill**

TPARK

**Trevor Owens**

Tualatin Soccer Club

**Chris Boyle**

Tualatin Youth Football

**Brett Hamilton**

Arts Advisory

**Dean Pickett**

Tualatin Lacrosse Club

**Beth Dittman**

TPARK

**Marissa Houlberg**

Community Member

**Darrel Pizer**

Tualatin Youth Baseball

**Mark Fitzsimmons**

Tualatin River Keepers

**Maya Hurst-Mayr**

Tualatin River Keepers

**Christen Sacco**

Tualatin City Council

**Nicole George**

Tualatin Youth Softball

**Susan Noack**

Chamber of Commerce  
& Aging Task Force

**Emma Gray**

TPARK

**Monday, 4/25**

Council Work Session presentation and direction to form a parks funding package workgroup

**Wednesday, 4/27**

Introduction, research results/findings, overview of work, process, schedule

**Tuesday, 5/3**

Potential projects-an introduction and discussion

**Tuesday, 5/10**

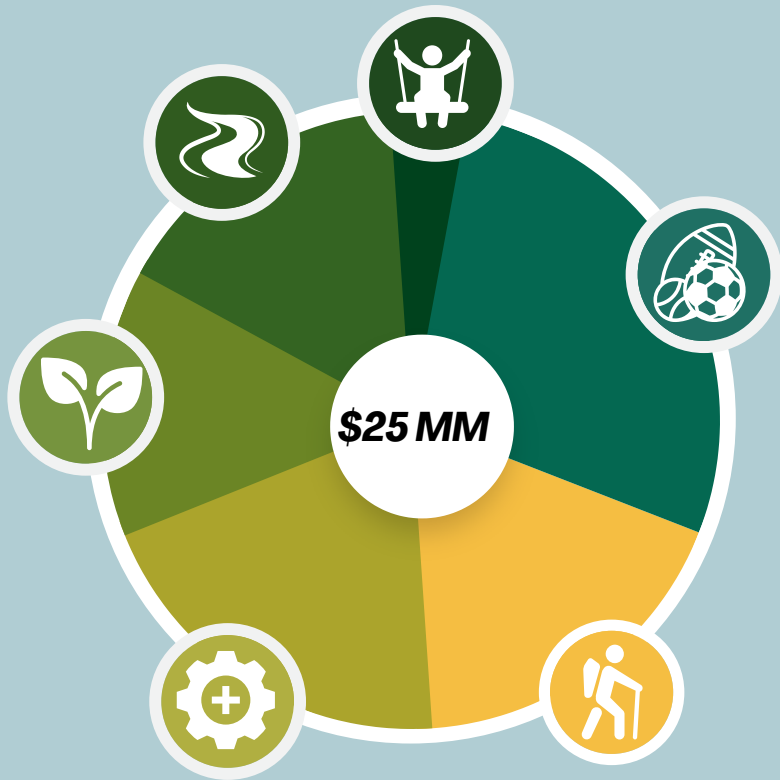
Project prioritization

**Tuesday, 5/17**

Project prioritization

**Thursday, 5/26**

Package finalization and recommendation



**TRAIL CONNECTIONS** *Est. \$4.5 MM*  
NEW TRAIL AT NYBERG CREEK



**NEW RIVER ACCESS** *Est. \$4 MM*  
DOWNTOWN TUALATIN



**ATHLETIC FIELDS** *Est. \$7 MM*  
IMPROVEMENTS



**UPGRADES** *Est. \$5 MM*  
TO EXISTING PARKS



**NATURAL AREAS** *Est. \$3.5 MM*  
ACQUIRE & PROTECT


































**PLAY EQUIPMENT** *Est. \$1 MM*  
IMPROVEMENTS





# CITY COUNCIL VISION & PRIORITIES ALIGNMENT

	TRAIL CONNECTIONS	UPGRADES	NATURAL AREAS	NEW RIVER ACCESS	PLAY EQUIPMENT	ATHLETIC FIELDS
INCLUSIVE COMMUNITY						
CONNECTED, INFORMED, & ENGAGED						
ECONOMY						
GATHERING PLACES						
TRANSPORTATION SYSTEM						
NEIGHBORHOODS						
ENVIRONMENT						





# NEW RIVER ACCESS







# TRAIL CONNECTIONS







# ATHLETIC FIELDS & PARTNERSHIPS





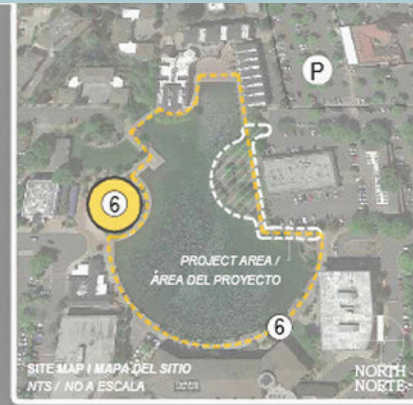
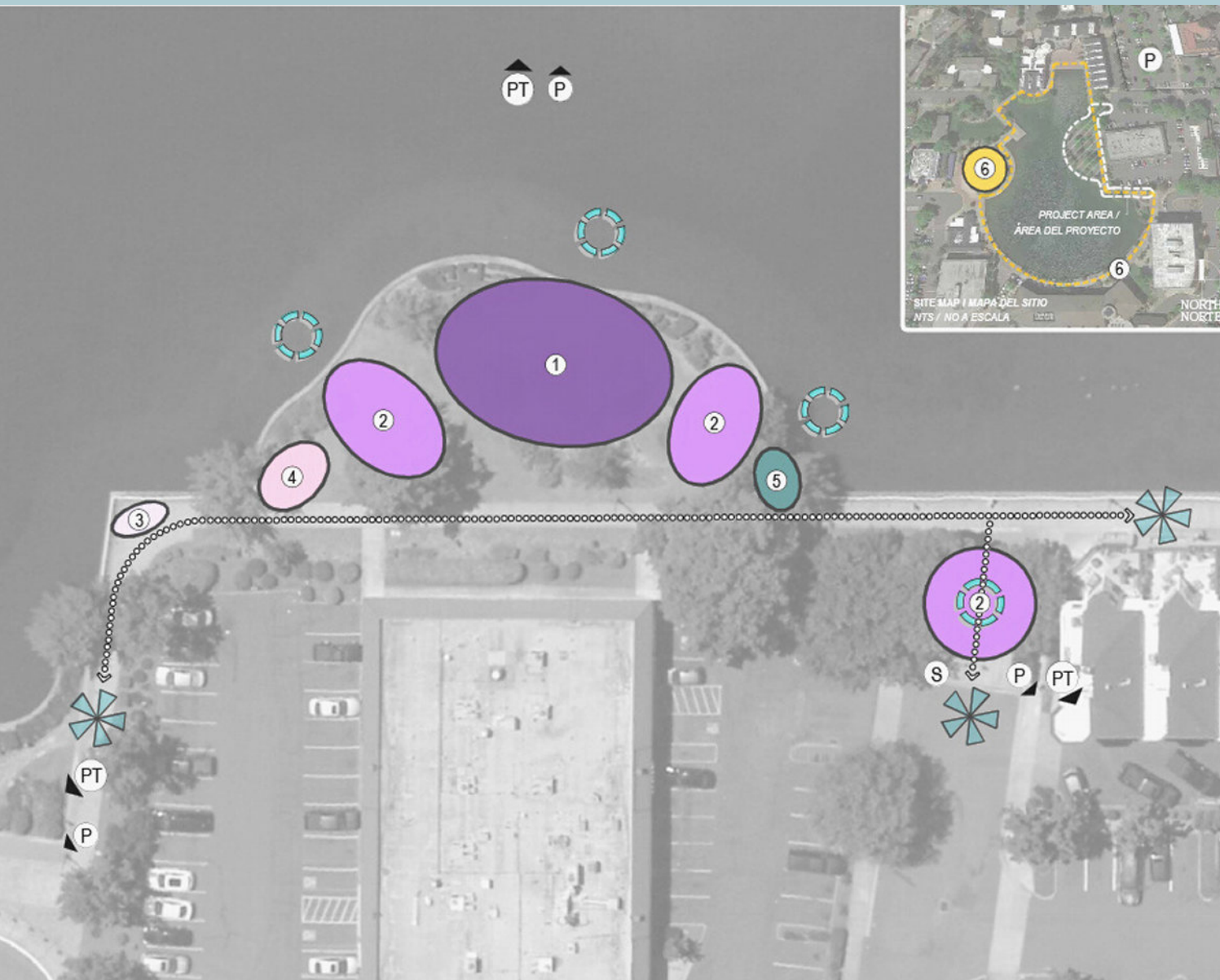


# UPGRADES STONERIDGE PARK





# UPGRADES VETERANS PLAZA



## LEGEND / LEYENDA

- 1** GATHERING SPACE  
ESPACIO PARA REUNIONES
- 2** INTIMATE/PASSIVE SPACE W/ SEATING  
ESPACIO ÍNTIMO O TRANQUILO CON ASIENTO
- 3** SPACE FOR SOLITUDE  
ESPACIO PARA ESTAR A SOLAS
- 4** SPACE FOR PERSONAL STORYTELLING  
ESPACIO PARA CONTAR HISTORIAS PERSONALES
- 5** DEDICATION AREA  
ÁREA DE DEDICACIÓN
- 6** SPACE FOR RECREATION  
ESPACIO PARA LA RECREACIÓN
- INTERPRETIVE / PEACE ELEMENT(S)  
ELEMENTO(S) INTERPRETATIVO / PAZ
- ACCESS POINT  
PUNTO DE ACCESO
- S** SIGNAGE  
SEÑALES
- P** PARKING  
ESTACIONAMIENTO
- PT** PUBLIC TRANSIT  
TRANSPORTE PÚBLICO
- PEDESTRIAN CIRCULATION  
CIRCULACIÓN PEATONAL

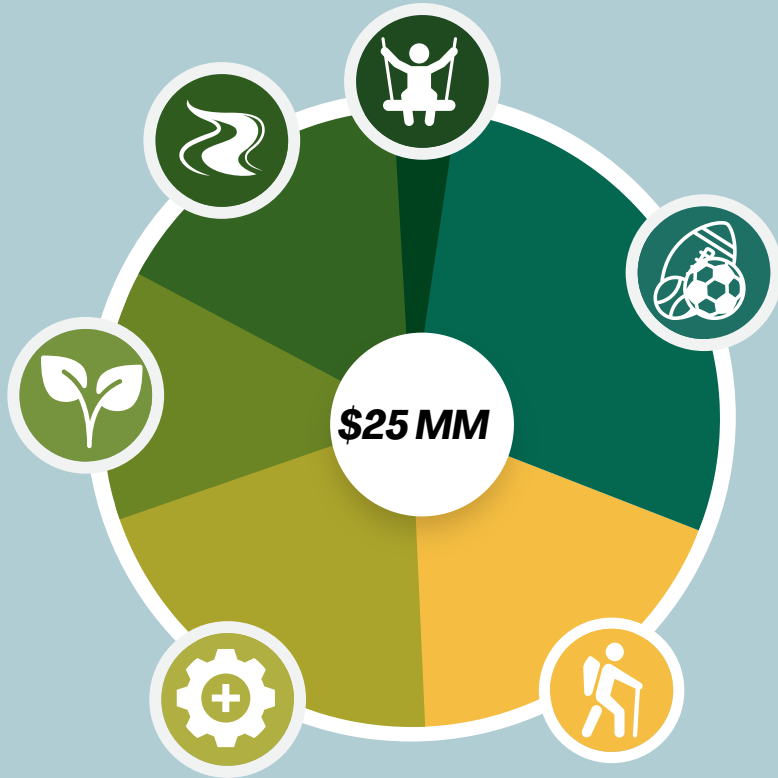
## TUALATIN COMMONS

SITE CONCEPT DIAGRAM  
DIAGRAMAS DE CONCEPTO DEL SITIO





# BOND COST PROJECTIONS



The rate per \$1,000 of  
Assessed Value is 0.2930



**MONTHLY \$7.32**

**ANNUALLY \$88**

# TIMELINE

January	Launch Grassroots Campaign
February – March	Online Survey
February – March	Telephone Survey
March – April	Refine Funding Options/Messaging
April 25	City Council Discussion
April – October	Grassroots Public Engagement
April – May	Develop Funding Request
May 17	Primary Election
June	Committee Recommendation
<b>June 13</b>	<b>City Council Workshop</b>
<b>June 16-23</b>	<b>Telephone Survey?</b>
<b>June 30</b>	<b>Focus Groups?</b>
July	Draft Ballot Title, etc.
August	City Council Action
September	File Ballot Measure
August – October	Public Education (under ORS)
November 8, 2022	Election Day



*Tualatin*   
MOVING FORWARD  
**PARKS**

# DISCUSSION







*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Kyla Cesca, Office Coordinator

**DATE:** June 13, 2022

---

**SUBJECT:**  
National Pollinator Week Proclamation

**EXECUTIVE SUMMARY:**  
National Pollinator Week is the third full week of June each year. The National Pollinator Week Proclamation is part of Tualatin's Bee City USA requirements and recognition.

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**ATTACHMENTS:**

Proclamation

# Proclamation

*Declaring June 20 - June 26, 2022 as  
National Pollinator Week in the City of Tualatin*

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Tualatin manages parks, public landscaping, and other public lands that includes greenways, natural areas, and wildlife habitats; and

WHEREAS, the City of Tualatin provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the City of Tualatin designates June 20-26, 2022 as National Pollinator Week in the City of Tualatin.

All are urged to recognize this observance, and support efforts to protect and plant pollinators.

The City of Tualatin supports Bee City USA certified affiliate status in their recognition of the value of pollinators by proclaiming June 20-26, 2022, as National Pollinator Week in Tualatin.

INTRODUCED AND ADOPTED this 13<sup>th</sup> day of June, 2022.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

# Proclamation

## *Declaring June 2022 to be Gun Violence Awareness Month in the City of Tualatin*

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Oregon has an average of 522 gun deaths every year, with a rate of 11.9 deaths per 100,000 people; the 33<sup>rd</sup> highest rate of gun deaths in the US; and

WHEREAS, cities across the nation are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and in June to recognize Hadiya Pendleton's birthday (born: June 2, 1997), people across the United States recognize Gun Violence Awareness and wear orange in tribute to Hadiya Pendleton and other victims of gun violence and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, by wearing orange in June, Tualatin will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

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

June 2022 is Gun Violence Awareness Month in the City of Tualatin. The community is encouraged to support efforts to prevent the tragic effects of gun violence and to honor and value human lives.

INTRODUCED AND ADOPTED this 13<sup>th</sup> day of June, 2022.

CITY OF TUALATIN, OREGON

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

ATTEST:

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



*City of Tualatin*

**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:** June 13, 2022

---

**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting Minutes of May 23, 2022

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

---

**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of May 23, 2022
- City Council Regular Meeting Minutes of May 23, 2022



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR MAY 23, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Christen Sacco

Absent: Councilor Bridget Brooks, Councilor Cyndy Hillier

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Mayor Bubenik called the meeting to order at 5:35 p.m.

### **1. Basalt Creek Planning Area Manufacturing Park Zoning Code Update.**

Assistant Planner Erin Engman, Chris Green with HHP, and Chris Zahas with LCG presented the Basalt Creek Planning Area Manufacturing Park (MP) Zoning code update. Planner Engman stated the project area is MP zone in the SW portion of Tualatin and is surrounded by residential. She stated in 2018 the Basalt Creek Concept Plan designated the zone in the area which consists of 2.95 buildable acres of manufacturing areas. Planner Engman stated the SW and Basalt Creek Development Area Plan found that there is a deficit of 74 acres of industrial land. She stated the changes in zone are to modernize the Manufacturing Park by supporting high employment density, minimizing conflict between uses, and provide flexibility in uses of what may come in. Planner Engman stated the MP zone was intended for modern large-scale manufacturing and research facilities. Consultant Green stated project components include a code audit of the existing MP zone, an economic analysis, a Transportation Planning Rule Analysis, and draft code amendments. He spoke to their engagement strategy including direct outreach to affected stakeholders, creating a multimedia project information and feedback hub, and recognizing underrepresented communities in considering potential policy outcomes. Consultant Green shared the project schedule stating they are in the analysis and outreach phase.

Consultant Zahas presented the economic analysis. He shared an industrial market overview stating there have been historic levels for demand for industrial warehouse, distribution, and logistics for ecommerce. He stated the average industrial vacancy of 3.7% has more than doubled. Consultant Zahas stated Tualatin is in the SW Metro submarket which is one of the most diverse industrial submarkets in Oregon. He noted Tualatin has historically accounted for 25% of the Metro area's industrial construction. Consultant Zahas stated they are doing a case study on the Tonquin Employment Area where increasing the uses in the zone balanced by limitations on building size led to construction of industrial building uses. He stated they have conducted stakeholder interviews to get their perspective on the development in the area with takeaways recognizing rapid changes in the industrial development, land supply constraints, increased cost, building to the widest variety of tenants, and a demand for multi-tenant industrial buildings accommodating suppliers, wholesalers, services, and contractors.

Councilor Pratt asked if this is to modify the zone or create a new one. Planner Engman stated it is to create a new zone that looks at modernized uses.

Councilor Pratt asked if this type of zone would be able to produce enough job density. Planner Engman stated they will have to be mindful of job density moving forward.

Councilor Pratt asked when Council will be able to give input on the draft code amendments. Planner Engman stated they will be back in September to present their more advanced work and receive feedback at that time.

Councilor Pratt shared concerns with the amount of people being employed in the area and the availability of food options. She also wants to be conscious of tree plantings and noise in the area.

Council President Grimes presented concerns with having more area be warehousing and the potential traffic it will create.

Councilor Sacco asked if the buildings in the zone can be multi-use. She presented concerns with the needs in the future shifting. Consultant Zahas stated most buildings of this type are a concrete shell so they are easily modified on the interior.

Councilor Sacco shared concerns regarding traffic. She wants to make sure there is greenways, trails, and trees in the area.

Mayor Bubenik stated the topography of the area will require smaller buildings due to the basalt rock in the area. He asked what the trends are for businesses coming into the area. Consultant Zahas stated they have found that larger sites are better for multi-tenant parks which also makes more financial sense for builders. He stated there is a shortage of industrial lands across all uses.

Mayor Bubenik stated he doesn't want to see larger facilities built and then become vacant.

## **2. Council Meeting Agenda Review, Communications & Roundtable.**

Councilor Sacco stated she attended a meeting on the Core Area Tax Increment Financing District.

Councilor Pratt stated she attended the Budget Committee meeting and the C4 meeting.

Council President Grimes stated she attended Budget Committee meeting and the East Tualatin CIO meeting.

Mayor Bubenik stated he attended the Washington County Coordinating meeting, the Washington County Chair and Mayors meeting, and the Greater Portland Inc. Board meeting. He stated he will be throwing out the first pitch at the Hillsboro Hops game on May 25<sup>th</sup>.

## **Adjournment**

Mayor Bubenik adjourned the meeting at 6:27 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary

---

/ Frank Bubenik, Mayor





## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MAY 23, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Christen Sacco

Absent: Councilor Bridget Brooks, Councilor Cyndy Hillier

---

### Call to Order

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

### Pledge of Allegiance

### Announcements

#### 1. Public Health Announcement

Mayor Bubenik announced COVID boosters are now available for children age 5-11.

#### 2. New Employee Introduction- Assistant Planner Madeleine Nelson

Assistant Community Development Director Steve Koper introduced Assistant Planner Madeleine Nelson. The Council welcomed her.

#### 3. Recognition of Retiring Police Chief Bill Steele

City Manager Sherilyn Lombos shared sentiments of Police Chief Bill Steele's time at the City.

The Council shared sentiments of Chief Steele's time at the City.

Council Pratt read the proclamation recognizing retiring Police Chief Bill Steele.

### Public Comment

Dale Potts shared the Memorial Day Observance and Community Picnic to be held Monday, May 30, 10:45 a.m., at Winona Cemetery.

### Consent Agenda

Motion to adopt the consent agenda made by Council President Grimes, Seconded by Councilor Pratt.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Reyes, Councilor Pratt, Councilor Sacco

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of May 9, 2022
2. Consideration of Approval of a New Liquor License Application for Samurais Sushi and Thai

3. Consideration of **Resolution No. 5613-22** Authorizing Commercial Organics Collection Rate Adjustments
4. Consideration of **Resolution No. 5615-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Washington County for the Provision of a Digital Forensics Investigator and Access to the Washington County Digital Forensics Laboratory
5. Consideration of **Resolution No. 5616-22** Awarding the Contract for Construction of the 95<sup>th</sup> Avenue, Avery Street, and 93<sup>rd</sup> Avenue Project, Part of the Tualatin Moving Forward Program
6. Consideration of **Resolution No. 5618-22** Awarding the Bid for the Construction of the 2022 Pavement Maintenance Program
7. Consideration of **Resolution No. 5619-22** Awarding the Bid for the 2022 Slurry Seal Program

## **Special Reports**

1. Update from Oregon State Senator Rob Wagner

Senator Rob Wagner introduced himself. He spoke to initiatives around stronger schools, public safety, and climate change.

Councilor Pratt shared appreciation to Senator Wagner for listening to local governments on funding issues. She asked what other issues are on the horizon for the next session. Senator Wagner stated it is still to remain to be seen until a new Governor is selected.

Councilor Pratt asked if the tax kicker can be reallocated for a rainy day fund. Senator Wagner stated it is locked into the constitution and getting people to understand the impacts of the kicker would make it difficult to get it changed.

Council President Grimes stated the tolling topic has been a difficult discussion for the City and asked Senator Wagner to partner with the City to help with those discussions. Senator Wagner stated he is opposed to tolling and he has been pushing back on it. He wants to be a partner when pushing back on ODOT to understand the negative impacts of tolling.

Councilor Reyes asked what tools are available to override tolling. Senator Wagner stated the tools are limited to change legislation on tolling.

Senator Wagner asked what ODOT's response has been to the City. City Manager Lombos stated they are carrying out the directive of the legislature and they ask what tools the city wants to use to measure diversion in the area.

2. Summer 2022 Programs and Events Preview

Recreation Manager Julie Ludemann and Library Supervisor Sarah Jesudason presented the summer programs preview. Manager Ludemann stated the Bender Dash, a fun run for kids ages 5-15, will be happening on Saturday, June 4<sup>th</sup>. Supervisor Jesudason shared spring successes including sending library cards to all TTSD students, in-person programs resuming at the library, and over 1000 visits to the Makerspace. She stated Summer Reading will kick off on June 5. Supervisor Jesudason stated they are expanding the Summer Tween Volunteer program. She stated additional summer programs include traveling story times, July Jams, Science on the Plaza, Craft n Snack events, and a classical music series. Manager Ludemann stated they will

hold 8 weeks of summer camps for kid's grades 1-12 in addition to Teen Adventure Camps. She stated Concerts in the Parks will return with the addition of the new Lunchtime Concerts. Manager Ludemann state Viva Tualatin will be held on Saturday, July 9<sup>th</sup>, at Atfalati Park. Supervisor Jesudason stated Volunteer Services will be busy helping with many events at including the Blender Dash and Viva Tualatin. Manager Ludemann stated the Juanita Pohl Center will be hosting day trips, hikes, enrichment classes, and health and fitness programs. Supervisor Jesudason stated the Tualatin Police Department will hold their GREAT Camp for 6<sup>th</sup> graders. Manager Ludemann stated recreation partners include the Tualatin Historical Society, Willowbrook Arts Camp, Skyhawks Sports Camp, Skate Like a Girl, Alder Creek Kayak and Canoe, and Tualatin City Youth Sports Leagues.

Councilor Pratt asked what the best way to sign up to volunteer is. Manager Ludemann stated you can visit the city's website to register.

### **Council Communications**

Mayor Bubenik started the discussion on Council meetings returning in person. He stated TVCTV will need time to set-up new technology at the City Services Center. City Manager Lombos stated there are two options: return without the new technology being set-up or wait for it to be set-up. IS Director Bates Russell stated production will be more complex with an in person production and a virtual environment. He stated a definite timeline is not available when the equipment will be ready. IS Director Russell stated they will meet with TVCTV on Wednesday to work on the new set-up.

Mayor Bubenik stated he is fine with waiting until the new production can be set-up. Councilor Pratt concurred. Director Russell stated they could target August to return to in-person meetings.

Councilor Reyes would like to see the meetings go back in person as a sign of recovery.

Councilor Sacco stated she is fine with waiting for the technology to be set-up.

Council President Grimes concurred with waiting until the technology is right.

### **Adjournment**

Mayor Bubenik adjourned the meeting at 8:38 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary

\_\_\_\_\_ / Frank Bubenik, Mayor



*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Suzanne Tyler, Building Official  
**DATE:** June 13, 2022

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**SUBJECT:**

Consideration of Resolution **No.5631-22** Authorizing the City Manager to Adopt Section 116 of the 2019 Oregon Structural Specialty Code

**RECOMMENDATION:**

Staff seeks City Council approval of the resolution authorizing the City Manager to adopt code language providing a method of abatement of unsafe structures.

**EXECUTIVE SUMMARY:**

Currently the adopted building code does not provide a means to ensure that unsafe structures are restored to safe conditions and ensure that causes of unsafe structures are abated. Adoption of Section 116 of the 2019 Oregon Structural Specialty Code will enable the Building Official to act in the best interest of the public to ensure that the safety, health, and general welfare of the community are protected to the maximum extent possible.

**OUTCOMES OF DECISION:**

Staff will be provided with a method to ensure unsafe structures are taken down, removed, or made safe as applicable.

**ALTERNATIVES TO RECOMMENDATION:**

None.

**FINANCIAL IMPLICATIONS:**

None.

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**ATTACHMENTS:**

- A - Resolution
- B – 2019 Oregon Structural Specialty Code Section 116

RESOLUTION NO. 5631-22

A RESOLUTION ADOPTING SECTION 116 OF THE 2019 OREGON STRUCTURAL SPECIALTY CODE.

WHEREAS, effective October 1, 2019, the State of Oregon Building Code Division adopted the 2019 Oregon Structural Specialty Code;

WHEREAS, in Section 116 of the 2019 Oregon Structural Specialty Code Chapter 1, municipalities may adopt and require by local ordinance certain code sections;

WHEREAS, structures that are or hereafter become unsafe, insanitary, or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy, or inadequate maintenance; signify this certain code section is necessary to ensure that unsafe structures are restored to safe conditions and that causes of unsafe structures are abated in accordance with the Oregon Structural Specialty Code and the City of Tualatin Building Official; and

WHEREAS, the City of Tualatin Building Official has determined that it is in the best interest of the safety, health, and general welfare for the residents of Tualatin to adopt this certain code section.

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

**Section 1.** All of the optional local building code section as listed in Section 116 of the 2019 Oregon Structural Specialty Code Chapter 1 Amendments will be adopted.

**Section 2.** This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 13 day of June, 2022.

ATTEST

CITY OF TUALATIN OREGON

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

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

**SECTION 116  
UNSAFE STRUCTURES AND EQUIPMENT**

The requirements of Section 116, *Unsafe Structures and Equipment* are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code* but may be specifically adopted by a local *municipality*.

**116.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

**116.2 Record.** The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

**116.3 Notice.** If an unsafe condition is found, the *building official* shall serve on the *owner*, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

**116.4 Method of service.** Such notice shall be deemed properly served if a copy thereof is: delivered to the *owner* personally; sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested; or delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the *owner's* agent or on the person responsible for the structure shall constitute service of notice on the *owner*.

**116.5 Restoration.** Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of the *Building Code*.



# STAFF REPORT

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Suzanne Tyler, Building Official

DATE: 05-16-2022

SUBJECT: Consideration of Resolution No.5623-22 Authorizing the City Manager to Execute an Intergovernmental Agreement (IGA) between the City of Tualatin and the City of Durham for Building Inspection / Plan Review Services

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## ISSUE BEFORE THE COUNCIL:

The City of Tualatin has had an IGA with the City of Durham to provide Durham with building inspection/plan review services since 1998. For these services, the City received 80% of the fees collected by Durham for all inspections and plan reviews performed by Tualatin. This renewed agreement is effective through June 30, 2027, unless one of the parties gives 120 days notice of its intent to terminate sooner.

## RECOMMENDATION:

Staff seeks City Council approval of the resolution authorizing the City Manager to execute the IGA between the City of Tualatin and the City of Durham for building inspection/plan review services.

## FINANCIAL IMPLICATIONS:

Tualatin will receive 80% of the fees Durham collects to compensate for work performed.

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Attachments: A - Resolution  
B - IGA



RESOLUTION NO. 5623-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE BUILDING SERVICES TO THE CITY OF DURHAM.

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including public safety, to its citizens;

WHEREAS, the City of Durham is a public body engaged in providing municipal services, including public safety, to its citizens;

WHEREAS, ORS 190.010 et. seq. authorizes the City of Tualatin and the City of Durham to enter into an intergovernmental agreement (IGA) to allow one government entity to perform services on behalf of another government entity; and

WHEREAS, the City of Tualatin and City of Durham mutually agree that the City of Tualatin will provide Building Services to the City of Durham under the terms and conditions of the IGA.

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 to provide Building Services to the City of Durham, which IGA is set forth in Exhibit A and incorporated by reference.

**Section 2.** This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 13 day of June, 2022.

ATTEST

CITY OF TUALATIN OREGON

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

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

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR BUILDING SERVICES

### RECITALS:

WHEREAS the City of Tualatin is an Oregon municipal corporation engaged in providing municipal services, including building services, to its citizens; and

WHEREAS the City of Durham is an Oregon municipal corporation engaged in providing municipal services, including building services, to its citizens; and

WHEREAS ORS 190.010 et. seq. authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement; and

WHEREAS the City of Tualatin and City of Durham mutually agree to strive to enhance building services within their respective cities and in neighboring communities; and

WHEREAS the City of Durham desires to have City of Tualatin perform its building inspection and plan reviews and City of Tualatin is willing to do so.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1. Term.** The term of this agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 2027, unless terminated sooner as provided under the terms of this IGA.

**Section 2. Purpose.** By this agreement, the City of Tualatin shall furnish basic building services to the City of Durham in exchange for 80% of the fees City of Durham charges for building plan checks and site inspections exclusive of the State surcharge. A copy of the current fees are attached as *Attachment A*.

**Section 3. City of Tualatin Obligations.** City of Tualatin will provide building services to City of Durham. These services could include; but are not limited to:

- A.** City of Tualatin will perform building plan checks and site inspections for structural, mechanical, plumbing, and building inspections for permit applications for City of Durham by the supervision of Tualatin's Building Official.
- B.** City of Tualatin Building Official will inform the City of Durham when a building warrants a Certificate of Occupancy. If the City of Durham agrees, the Building Official will complete the Durham Certificate of Occupancy form, issue it on City of Durham forms, and provide a copy to the City of Durham.

- C. Transmit records within five (5) business days of completion of any inspection.

#### **Section 4. City of Durham Obligations.**

- A. In exchange for the City of Tualatin providing the services outlined in section 3, the City of Durham shall pay to the City of Tualatin 80% of the permit and plan check fees collected by City of Durham exclusive of the State surcharge.
- B. The City of Durham shall not make less than quarterly payments to the City of Tualatin, provided however that should City of Durham be in arrears in payment of its fees hereunder, such default shall not be deemed a material breach unless City of Durham's entire balance is still unpaid more than 45 days after written notice by City of Tualatin.
- C. City of Durham residents will apply for permits and plan reviews with City of Durham. City of Durham shall conduct all planning and zoning reviews and inspections. City of Durham will continue to perform its own engineering review and inspections, and will continue to contract with Washington County for electrical inspections.
- D. City of Durham agrees to charge not less than those fees charged by City of Tualatin for Building Services. If, during the term of this agreement, City of Tualatin increases its fees, City of Tualatin will notify City of Durham in writing. Within sixty (60) days of City of Tualatin providing notice, City of Durham will adjust its fees to be no less than City of Tualatin's.
- E. City of Durham is responsible for fee collection and payment of the State surcharge.
- F. City of Tualatin's inspection standards and guidelines shall apply in City of Durham.
- G. City of Durham will be the official custodian of records and will comply with its own retention policy regarding any relative documents.

#### **Section 5. Administrative Responsibility.**

- A. **Employees of City of Tualatin.** City of Tualatin shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this agreement. City of Tualatin shall have full discretion and authority to assign priority service among conflicting service demands at any given time.

- B. Subcontracting.** City of Tualatin may subcontract to provide services in its discretion; provided; however, City of Tualatin shall undertake no such obligation which has the effect of diminishing or degrading the level of service provided to City of Durham.

The parties acknowledge that depending upon needs, City of Tualatin may employ consultants or subcontractors to perform work under this agreement. These consultants and subcontractors shall be responsible to City of Tualatin.

- C. Administrative or Procedural Resolution.** If an administrative or procedural problem arises, the Durham City Administrator and the Tualatin City Manager may specify procedures by written agreement after the adoption of this agreement. This agreement may be otherwise amended by written agreement of both parties.

## **Section 6. Other Terms and Conditions.**

- A. Indemnification.** To the fullest extent permitted by the Oregon Constitution, laws of the State of Oregon regarding units of local government and subject to the monetary limits of ORS 30.260 – 30.300, each party agrees to indemnify, defend and hold the other harmless from any liability claim or injury arising from that party's acts or omissions in connection with the performance of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this agreement.
- B. Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon tort claims act for the duration of this agreement at levels necessary to protect the public body from liability.
- C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this contract. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contract.
- D. Independent Contract Relationship.** The City of Tualatin through its officers, employees, and agents, will provide the services described in this agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between the City of Durham and City of Tualatin. Each party shall be solely

responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, social security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party. The City of Durham shall have no right to direct or control the manner or method by which the City of Tualatin provides the services that City of Tualatin agrees to provide through this agreement.

- E. Ownership of Work Product.** All work product produced in furtherance of this agreement belongs to the City of Durham, except that any copyright, patent, trademark proprietary, or any other protected intellectual property right shall be owned by, vest in, and is hereby assigned to the City of Tualatin. City of Tualatin retains all rights to ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the work under this agreement.
- F. Workers Compensation.** City of Tualatin agrees that it will comply with ORS 656.017 or is exempt under ORS 656.126.
- G. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of god and war which are beyond its reasonable control. The affected party shall; however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.
- H. Severability.** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- I. Waiver.** The failure of a party to enforce any provision of this contract against the other party shall not constitute a waiver of that provision or any other provision.
- J. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:



To : City of Tualatin  
Suzanne Tyler, Building Official  
18880 SW Martinazzi Avenue  
Tualatin, Oregon 97062  
503.691.3041  
styler@tualatin.gov

To: City of Durham  
Linda Tate, City Administrator  
17160 SW Upper Boones Ferry Road  
Durham, Oregon 97224  
503.639.6851  
cityofdurham@comcast.net

**Section 7. Merger.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereto. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**Section 8. Modifications of Agreement.** Modifications or amendments to this agreement are valid only if made with the same formalities as this agreement was executed, in writing, and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

**Section 9. Termination.** Either party may terminate the agreement upon the giving of no fewer than 120 days prior written notice to the other party of the intent to terminate.

**Section 10. Breach; Default; Disputes.** If a Party breaches a covenant in this IGA, the non-breaching Party may seek all remedies available at law or equity or may revoke this IGA upon giving thirty (30) days' written notice of the alleged breach. If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA immediately, and the IGA will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. If resolved, a written agreement shall be executed and approved by the appropriate decision maker.

- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- D. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA, or any other controversy arises from this IGA and regardless of any statute to the contrary, each party will bear its own attorneys fees and costs. The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

**Section 11. Signatures.** The parties, by their signatures below, acknowledge having read this agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract, the parties' duly authorized representatives have signed this agreement on the dates noted by their signature below.

CITY OF TUALATIN

CITY OF DURHAM

BY \_\_\_\_\_  
 SHERILYN LOMBOS                      Date  
 City Manager

BY \_\_\_\_\_  
 LINDA TATE                                      Date  
 City Administrator



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Mike McCarthy, Principal Transportation Engineer  
**DATE:** June 13, 2022

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**SUBJECT:**  
Tualatin Moving Forward Quarterly Update

### **EXECUTIVE SUMMARY:**

This update describes Tualatin Moving Forward projects currently under construction or planned to start construction in the Summer and Fall of 2022.

In May 2018, Tualatin voters approved a \$20 million bond measure to pay for projects that improve traffic flow, neighborhood safety, and provide safe access to schools and parks citywide. The Tualatin Moving Forward Program Team provides the City Council with quarterly updates on these projects.

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### **ATTACHMENTS:**

- Powerpoint Presentation

-



# Quarterly Update

**City Council**  
**June 13, 2022**

- Tonight's focus: **2022 construction**
- Update on key projects
- Preview of City Council bus tour: August 8
- Monitor progress at **[TualatinMovingForward.com](https://TualatinMovingForward.com)**



22 projects –

**BUILT**

12 more –

**UNDERWAY**





Project elements now in place:

- ✓ New mid-block crosswalk at 93rd Ave and Sagert St
- ✓ New 3-way stop signage at 95th Ave and Avery St
- ✓ New buffered bike lane on Avery St between 95th Ave and 93rd Ave





- ✓ Improves safety and access around Tualatin Elementary School
- ✓ Crosswalks, intersection upgrades, better signage and traffic controls.
- ✓ Phase 1 (Orange dots) - *completed*
- ✓ Phase 2 (Brown dots) - *coming Summer 2022*

# Coming soon: 93rd Ave and Sagert St





- ✓ New mid-block crossing with flashing beacons
- ✓ Connects sidewalk and bus stop on the west side with hospital on the east side





# Boones Ferry Road Corridor Sidewalk/Bike Project – Phase 1

Create continuous connections for walking and biking along the corridor:

- ✓ Repair/add sidewalks and paved paths
- ✓ Upgrade curb ramps
- ✓ Add buffered bike lanes
- ✓ Improve bus stops



**WE'RE FIXING THIS!**

This location will be improved as a part of the Boones Ferry Road Sidewalk and Bike Lane Project.

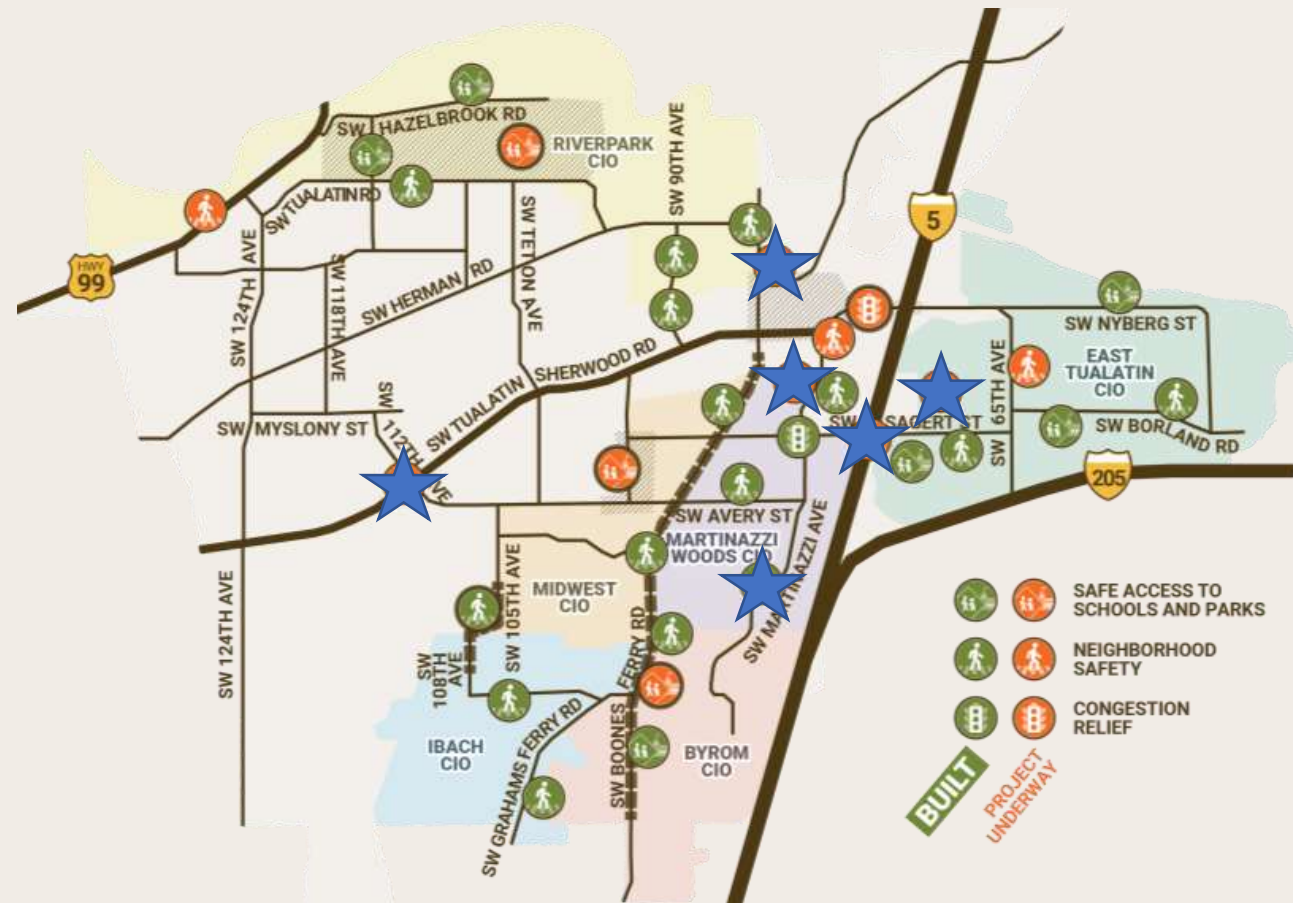
**¡ESTAMOS ARREGLANDO ESTO!**

Esta ubicación será mejorada como parte del Proyecto de Aceras y Carriles para Bicicletas de Boones Ferry Road.

Visit [boonesferrycorridor.com](https://boonesferrycorridor.com) to learn more.

Visite [boonesferrycorridor.com](https://boonesferrycorridor.com) para obtener más información.





## Boones Ferry Road at Tualatin Commons

Pedestrian-activated flashing beacon

## Martinazzi Avenue at Fred Meyer Driveway

Bus stop, sidewalk, and ramp improvements

## Martinazzi Avenue at Mohawk

Ramp improvements and flashing beacons installed at the existing crosswalk

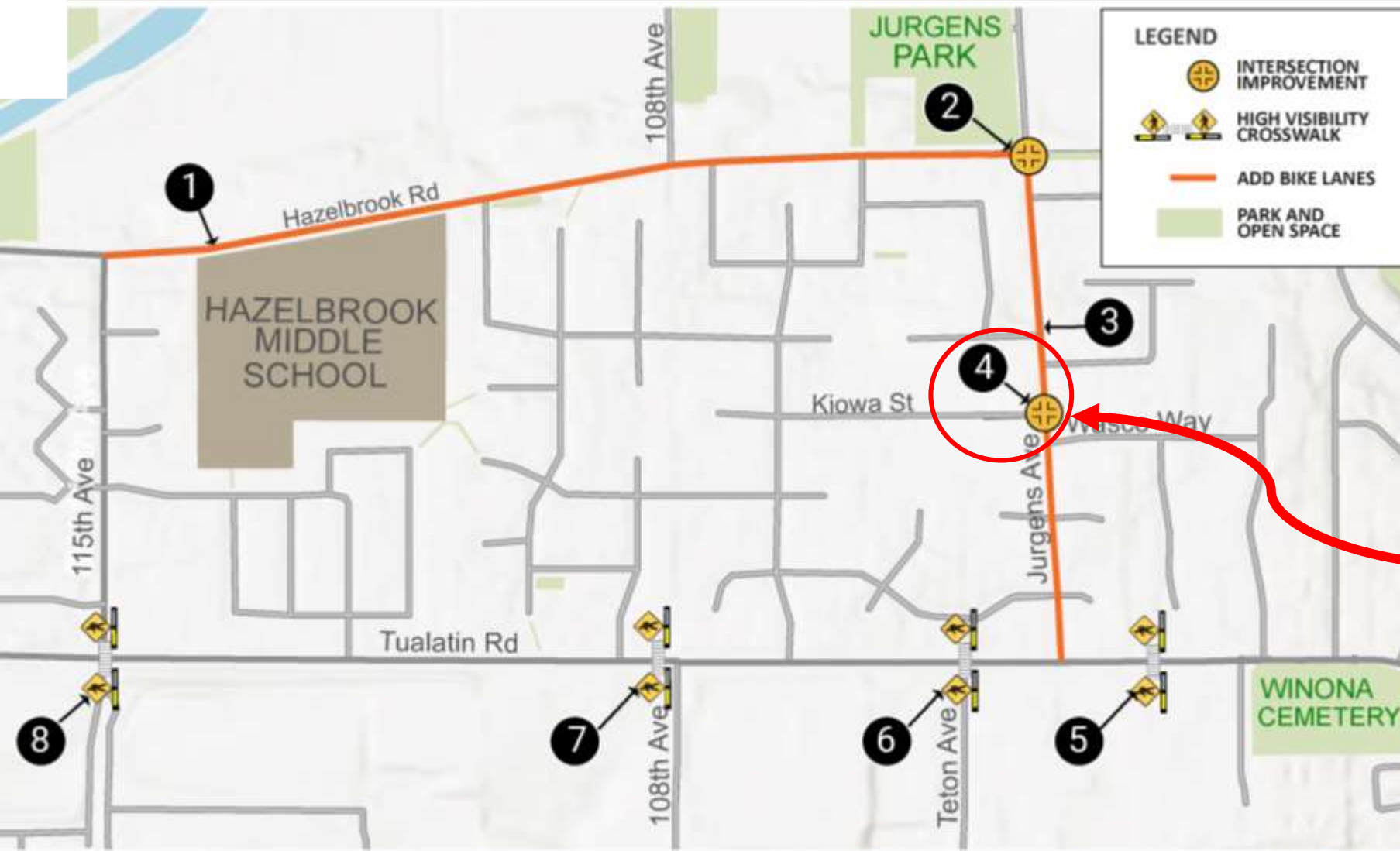
## Avery Street at Tualatin-Sherwood Road

New sidewalk

## Sagert St. Bridge/I-5 Walkway

Space for people walking and biking across the bridge

# Hazelbrook Area Project



- ✓ **8 projects** selected for funding and construction in 2022
- ✓ Including the recently added intersection improvement at Jurgens and Kiowa





- ✓ Striping on Hazelbrook and Jurgens for new bike lanes



- ✓ Intersection improvements at Hazelbrook/Jurgens and Kiowa/Jurgens intersection



- ✓ Upgrades to existing crosswalks and a new crosswalk on Tualatin Road

# See for Yourself!

## City Council Bus Tour – Monday, August 8





*QUESTIONS?* 



# STAFF REPORT

## CITY OF TUALATIN

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Clayton Reynolds, Maintenance Services Division Manager

**DATE:** 06/13/2022

**SUBJECT:** A Resolution Adopting Findings in Support of an Exemption from Competitive Bidding and Authorizing the City Manager to Execute a Design-Build Contract for the Tualatin City Services Building Parking Lot Expansion and Repair and Enter Into an Agreement with PGE for the Fleet Partner Program.

---

### **ISSUE BEFORE THE COUNCIL:**

Council will consider authorizing Resolution No. 5622-22 Adopting Findings in Support of an Exemption from Competitive Bidding and Authorizing the City Manager to award and execute a Design-build Contract for the Tualatin City Services Building Parking Lot expansion and repair project, which will be completed in conjunction with and simultaneously to the PGE Fleet Partner EV Infrastructure Program in the parking lot.

### **RECOMMENDATION:**

Staff recommends that the Council approve the resolution adopting the applicable findings, exempting the contract from competitive bidding, and delegating to the City Manager the authority to award and execute the contract.

### **EXECUTIVE SUMMARY:**

The Tualatin City Services Building project was substantially completed in early 2021, and the remaining tasks were completed by June 1, 2022. One of the tasks for the project included updating the City Services Building site masterplan. Understanding parking and future fuel storage are the next priorities for the site. A conceptual design was completed for the next phase of this work, which included parking lot expansion and storm water repairs. During the same time frame, PGE approached the City with the Fleet Partner Infrastructure program, which would provide electric charging stations at the site for the City's electric vehicles. The City desires to combine the next phase of its work with the PGE project to achieve cost savings, as well as project efficiencies.

The City plans to use \$400,000 of savings from the City Services Building Project, and other projects in the project fund, for its share of the work. This will provide the City with a budget to complete the storm water repairs and the two projects.

The two projects have interrelated components. The Design-Build contracting method provides the best opportunities for cost-saving by having the same contractor both design and coordinate the construction. It will reduce the risk of conflicts, change orders, and puts the responsibility under one contractor.

The contractor, Bremik Construction, was selected by PGE through a competitive "Request for Proposals" (RFP) process. Bremik Construction is also the same contractor that was used for the City Services Building Project that was just completed. These two factors play a significant role in staff's recommendation to combine both projects under the same contractor.

If the resolution is approved, it will permit the City to forgo the typical solicitation requirements and directly award the contract to Bremik Construction. The contract will be structured under the same criteria as the City Services Project, showing the breakdown of all costs. It must be reviewed and approved by the City Manager and City Attorney before execution.

Council is being asked to consider authorizing Resolution No. 5622-22 Adopting Findings in Support of an Exemption from Competitive Bidding and Authorizing the City Manager to award and execute a Design-Build Contract for the Tualatin City Services Parking Lot Expansion and PGE Fleet Partner Program.

**RECOMMENDATION:**

Staff recommends that the Council approve the resolution delegating the City Manager the authority to award and execute the contract.

**FINANCIAL IMPLICATIONS:**

The funding allocated and estimated budget for this project is \$400,000 and is part of the Tualatin City Services Construction Fund budgeted for fiscal year 2022/2023.

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Attachments: Resolution 5622-22

RESOLUTION NO. 5622-22

A RESOLUTION ADOPTING FINDINGS IN SUPPORT OF AN EXEMPTION FROM COMPETITIVE BIDDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT FOR THE TUALATIN CITY SERVICES BUILDING PARKING LOT EXPANSION AND REPAIR AND ENTER INTO AN AGREEMENT WITH PGE FOR THE FLEET PARTNER PROGRAM.

WHEREAS, the Council is designated as the Local Contract Review Board, (the Board) under ORS 279A.060 and City Public Contracting Rules in TMC 1-21;

WHEREAS, ORS 279C.335 and TMC 1-21-090 authorizes the exemption of certain public contracts from the requirements of competitive bidding upon the making of certain findings;

WHEREAS, the City has needs to procure services to design-build the City Services Building parking lot expansion and repair project;

WHEREAS, the most cost-effective and efficient way to procure such services is through the direct award of a Design-Build Contract, which requires exemption from the normal competitive bidding process;

WHEREAS, the City intends to combine the parking lot expansion and repair project with the PGE Fleet Partner infrastructure project using the same contractor PGE selected through a RFP process;

WHEREAS, the contractor selected by PGE is the same contractor the City selected through their RFP process for the completed Tualatin City Services Building project;

WHEREAS, the Council finds that exempting this contract from competitive bidding and authorizing the City Manager to directly award a Design Build Contract is the most advantageous, expeditious, and cost-effective method for construction of the City Services Building parking lot expansion and repair project and PGE Fleet Partner Program;

WHEREAS, the City published notice of the public hearing in the *Daily Journal of Commerce* a minimum of fourteen days prior to the hearing date;

WHEREAS, the City Council held a public hearing on June 13, 2022 and offered any opportunity for any interested party to appear and present comment; and

WHEREAS, based on the information presented by staff as well as any public testimony received during the public hearing, the Council makes the findings below to support the creation of a special award procedure for the Design Build Contract for the City Services Building parking lot expansion project.

BE IT RESOLVED BY THE CITY COUNCIL, SITTING AS THE LOCAL CONTRACT REVIEW BOARD, OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** The Council exempts from competitive bidding and permits the direct award of the Design-Build Contract to Bremik Construction for the Tualatin City Services Building Parking Lot Expansion and PGE Partner Program and authorizes the City Manager to award and execute said contract on behalf of the City.

**Section 2.** The contract exemption authorized by Section 1 is based on the following findings:

**A. The Nature of the Contract.** The nature of the contract is a Design-Build Contract for the Tualatin City Services Building Parking Lot Expansion and Repair Project (the "Project"). The Project will be combined with the PGE Fleet Partner Infrastructure Program, which will provide electric charging stations for the City's electric car fleet. This proposed contract will combine the two projects into one design build process.

**B. Estimated Cost of the Contract.** The estimated cost of the Project is approximately \$400,000.00

**C. Exemption will result in substantial cost savings to the City.** The Project is unique as it combines Tualatin City Services Building parking lot expansion and storm water repairs with the PGE Fleet Partner electric vehicle charging infrastructure program. By combining these two projects under one contract PGE and the City agree the Design-Build contracting method provides opportunities for cost saving in a variety of ways. Having the same contractor both design and build both projects at the same time allows for value engineering, increased efficiency and coordination of the sub-contractors ensuring the final product will not only function as appropriately designed but also lower overhead costs for staging, coordination and repetitive work, among other potential cost savings tasks.

**a. Time Savings.** The Design-Build delivery approach enhances the opportunities to minimize the project time, while enhancing coordination. Under Design-Build Contract, design and construction can be coordinated. By coordinating design and construction, the duration of the Project construction is reduced. Also, the design collaboration between the designer, the City, and the construction portion of the Project will provide efficiency coordination of work. Furthermore by combining the Project with the PGE Project, substantial time will be saved by using the same entities to perform work on both projects simultaneously. This will lessen coordination needs as well as any potential design and construction scheduling and staging disputes.

**b. Cost Savings.** The Design-Build process provides coordination of the design and construction activities to provide opportunities for cost savings. System options and real-time cost estimates provided by the Design-Build throughout the constructability reviews will aid the Project and allows the City to make informed cost-benefit decisions. As noted above, by combining the two projects, the City will experience cost savings on multiple fronts, including, but not limited to overhead and staging costs as well as paying for duplicative work that would be required if two separate contractors were working on both projects at the same time.

**c. Technical Complexity and Market Conditions.** The Design-Build Contract approach is the best method to address the complexities of the project and coordinate the technical input and construction through a "team approach." Using the same contractor as



PGE will further enhance the “team approach” and greatly decrease if not in fact eliminate the potential for conflicts between the projects.

**e. Funding.** The funding allocated for this project, including repairs is \$400,000. The funds for this Project come from savings realized from the Tualatin City Services Building project and relative fund projects.

**D. The Exemption Is Not Likely to Encourage Favoritism or Substantially Diminish Competition.** “Favoritism” is defined as "selection based on friendship or factors other than merit." "Encourage" is defined as "promoting the growth and development." Granting a contract specific exemption for the contract will be unlikely to encourage favoritism because Bremik Construction went through a request for proposal process “RFP” with PGE and was already awarded the contract for the PGE portion of the Project. Furthermore, Bremik Construction also went through the City’s RFP process and was awarded the contract for the City Services Building Project. Based on the knowledge of the Project area, it is likely that Bremik would have submitted a highly competitive bid should the City follow its normal bidding procedures.

The terms and conditions of the construction contract will be the result of "arms-length" contract negotiations, which will require that subcontractors be obtained under a competitive process, and the contract must be reviewed and approved by the City Manager and City Attorney prior to execution.

As a result, the exemption from the requirement of competitive bidding is unlikely to encourage favoritism in the awarding of the improvement contracts or substantially diminish competition for public improvement contracts.

**E. Public Interest.** The public interest in adopting this alternative contract award method is served in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under the City’s regulations because without a direct award there is no guarantee that the City could use the same contractor as PGE for both Projects. The public interest in achieving cost savings, project efficiencies, and increased project quality through coordination cannot be achieved unless the City and PGE use the same contractor for both projects.

**F. The Proposed Contracting Method.** The proposed contracting method is a result of previous Request for Proposal process used by PGE to select a Design-Build Contractor. The City will directly award its contract for the Project to the same contractor awarded the PGE contract so that both projects can be completed simultaneously.

**G. The Estimated Contract Let Date.** The estimated contract let date is July, 1, 2022

**Section 3.** This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13 day of June, 2022.

CITY OF TUALATIN, OREGON

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

ATTEST:


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

# Tualatin City Services Project Update

## Site Master Plan-Next Steps



# TUALATIN CITY SERVICES BUILDING AND SOLAR PROJECT

- ▶ Remembering the conceptual reasoning behind the Project
    - ▶ Budget: \$8,000,000 (50% planned savings; 50% low interest loan)
    - ▶ Substantial completion was on time and under budget
  
  - ▶ Design Bid Exemptions
    - City Services: Bremick Construction - GMGC Contract
    - Solar Project: Elemental Energy - RFP Selection
- 
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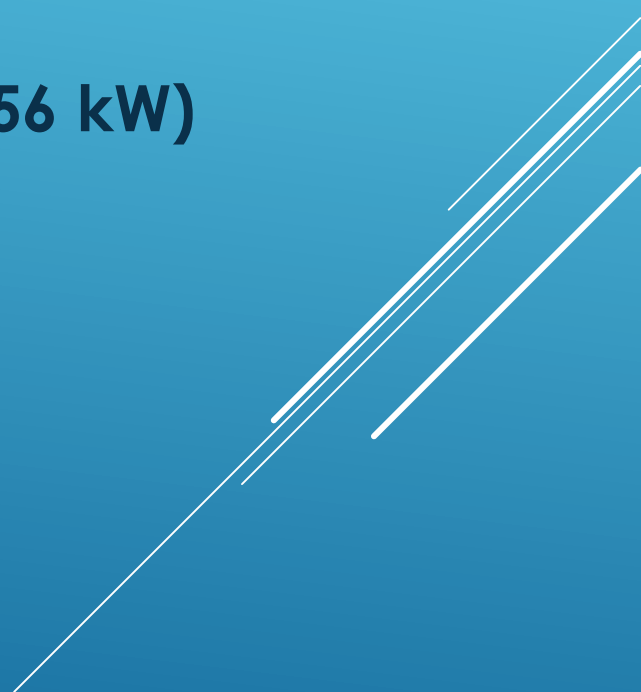


# Tualatin City Services Solar Project






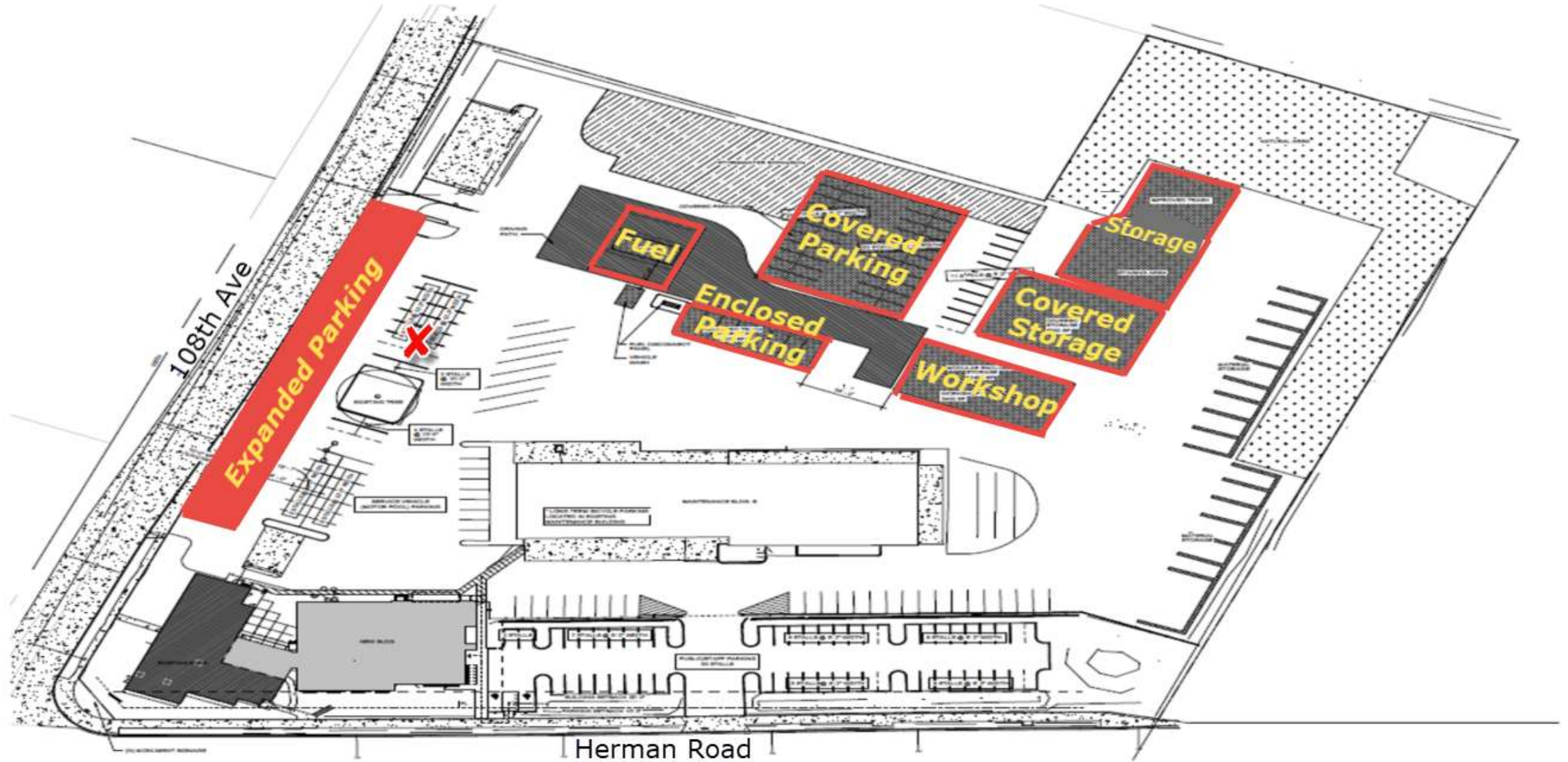
# TUALATIN CITY SERVICES SOLAR PROJECT

- ▶ Oregon State Law 1.5% of specific project cost are to be spent on green energy
  - ▶ Upgraded and added to the existing solar system (\$93,000)
    - ▶ The Array Size is 28.43 kW (Original 9.87 kW, Addition 18.56 kW)
    - ▶ Estimated Output 32,300 kWh/year
- 
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# TUALATIN SERVICES SITE MASTERPLAN

- ▶ **The Focus of Master Plan Update**
    - ▶ Do we need all of the site's property?
  - ▶ **Top Priorities**
    - ▶ Fuel Tanks - best location? - cost?
    - ▶ Parking
    - ▶ Storm Water Repair
    - ▶ Other Key Components
- 
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# TUALATIN CITY SERVICES SITE MASTER PLAN UPDATE

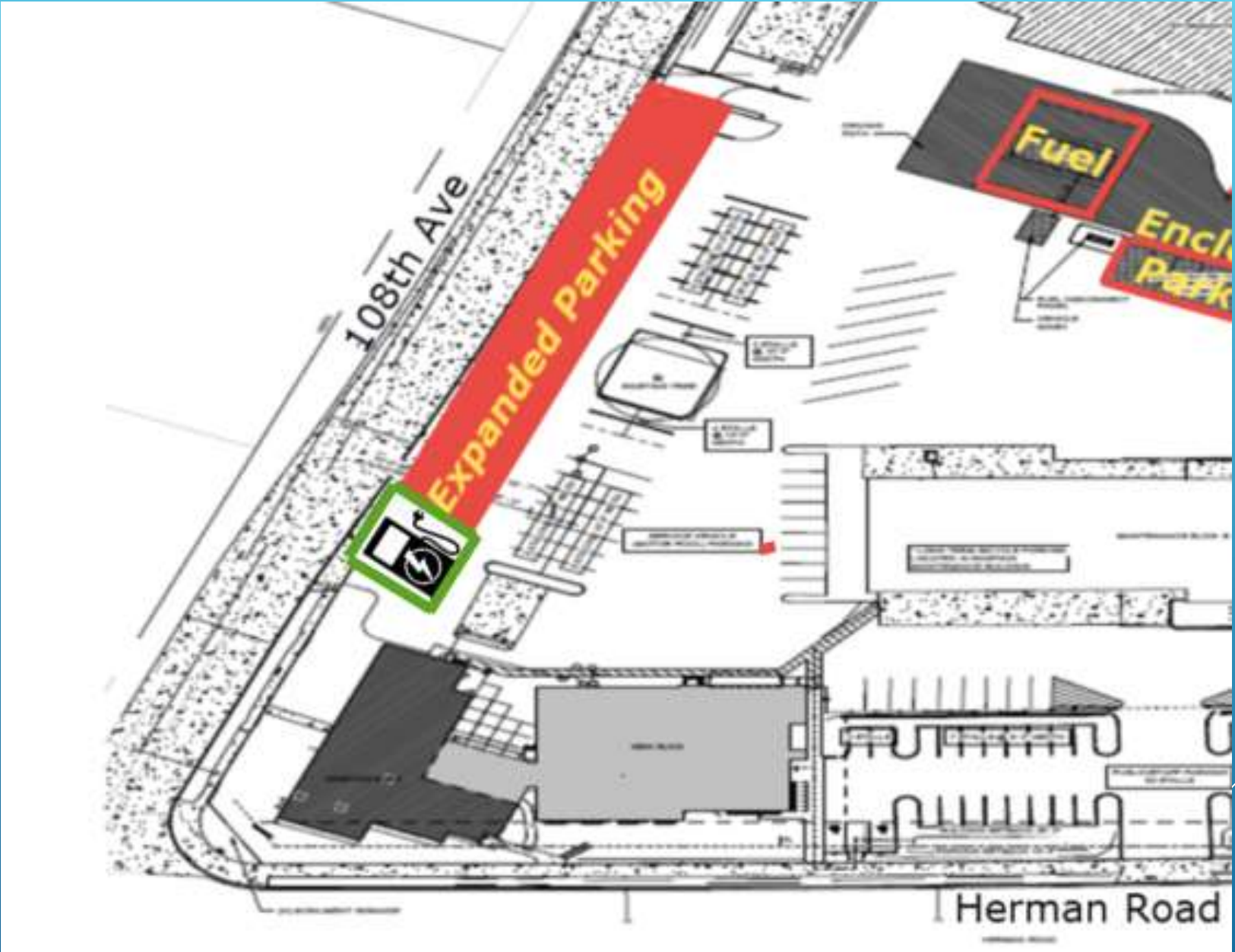


# PGE FLEET PARTNER OPPORTUNITY

- ▶ **Electric Vehicle Charging Infrastructure Program**
    - ▶ PGE pays between \$70,000 to \$80,000
    - ▶ PGE chooses contractor to design and build
    - ▶ The City pays \$30,000-\$50,000 for 2- 5, 2 port charging stations
- 
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# PARKING LOT EXPANSION - PGE FLEET PARTNERSHIP






# NEXT STEPS-PROJECT PROPOSAL

- ▶ **Combine Parking Expansion & EV Charging, & Storm Water Repair**
  - ▶ **Budget \$400,000**
  - ▶ **Savings from construction jobs**
    - ▶ **Tualatin City Services**
    - ▶ **City Offices Renovation**
    - ▶ **Library MakerSpace**
- 

# RECOMMENDATION TO ADOPT RESOLUTION #5622-22

- ▶ **Authorize the City Manager to execute the Design-Build Contract and enter into an agreement with PGE**
    - ▶ **Design-Build method provides the best opportunity for cost savings**
    - ▶ **Having one contractor responsible for both projects reduces risk and increases efficiency**
- 
- A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom right towards the top right, set against the blue background.



*City of Tualatin*

## 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:** June 13, 2022

---

### **SUBJECT:**

Consideration of **Resolution No. 5625-22** Declaring the City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2022-23

### **RECOMMENDATION:**

Staff recommends adopting the attached Resolution after conducting the required public hearing.

### **EXECUTIVE SUMMARY:**

In order for the City to receive state shared revenues, the City must have levied property taxes in the prior fiscal year, pass a resolution approving participation in the program, and hold two public hearings on the use of state revenue sharing funds. The first public hearing, before the budget committee, is to discuss possible uses of the funds. That public hearing was held on May 31, 2022. The second public hearing, before the City Council this evening, is to discuss the proposed uses of the funds.

The City is set to receive \$434,585 in State Revenue Sharing Funds in 2022-23. This amount is a portion of the Liquor Tax and is apportioned to cities based upon a calculation defined in Oregon Revised Statutes (ORS) 221.770 using factors such as adjusted population and state per capita income.

The City also receives allocations for another portion of Liquor Tax funds, as well as Cigarette and Gas Taxes, based upon a per capita distribution. These funds are governed under ORS 221.760. The law provides that cities located within a county having more than 100,000 inhabitants, must provide four or more municipal services (out of a list of seven types of services) to be eligible to receive these revenues. Ability to receive these revenues are not part of tonight's public hearing.

These revenues are not restricted by the State and are therefore used as a General Fund revenue source.

### **OUTCOMES OF DECISION:**

If the Council approves the Resolution, the City will be eligible to receive state shared revenues. If the Council does not approve the Resolution, the City will not receive state shared revenues and will need to reduce its expenditures or contingencies.

**FINANCIAL IMPLICATIONS:**

The City has budgeted \$434,585 of state shared revenues in the General Fund for general city operations in Fiscal Year 2022-2023.

**ATTACHMENTS:**

- Resolution No. 5625-22

RESOLUTION NO. 5625-22

A RESOLUTION ELECTING TO RECEIVE STATE REVENUE SHARING FUNDS FOR THE 2022-23 FISCAL YEAR

WHEREAS, ORS 221.770 requires the City Council adopt a resolution declaring the City's election to receive State Revenue Sharing Funds; and

WHEREAS, the 2022-23 budget for the City of Tualatin contains State Revenue Sharing Funds as a resource in the budget year beginning July 1, 2022; and

WHEREAS, the Budget Advisory Committee held a public hearing to discuss the possible uses of State Revenue Sharing Funds on May 31, 2022 and the City Council held a public hearing on June 13, 2022 to discuss the proposed use of the funds for Fiscal Year 2022-23, giving citizens an opportunity to comment on use of State Revenue Sharing, and

WHEREAS, the City levied a property tax for the preceding fiscal year, beginning July 1, 2021.

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

**Section 1.** Pursuant to ORS 221.770, the City of Tualatin elects to receive State Revenue Sharing Funds for Fiscal Year 2022-23.

**Section 2.** This resolution is effective upon adoption.

Adopted by the City Council this 13<sup>th</sup> day of June, 2022.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

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





City of Tualatin

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Keith Leonard, AICP, Associate Planner  
Steve Koper, AICP, Assistant Community Development Director

**DATE:** June 13, 2022

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### **SUBJECT:**

Consideration of Ordinance No. 1467-22, requesting the annexation of 1.44 acres of land located north of the intersection of SW Herman Road and SW Cipole Road, (Tax Map/Lot: 2S121DC00700) into the City of Tualatin and simultaneously withdrawing the territory from the Washington County Enhanced Sheriff Patrol District and Urban Road Maintenance District (File No. ANN 22-0001).

### **RECOMMENDATION:**

Staff recommends that Council approve the Annexation (ANN 22-0001) and adopt Ordinance No. 1467-22.

### **EXECUTIVE SUMMARY:**

This matter is a quasi-judicial public hearing.

Property owners "Cipole Properties, LLC.", represented by AKS Engineering and Forestry, request approval to annex approximately 1.44 acres of land located north of the intersection of SW Herman Road and SW Cipole Road, (Tax Map/Lot: 2S121DC00700) into the City of Tualatin. The land is within Tualatin's Urban Planning Area and is designated as General Manufacturing (MG). The property is currently undeveloped; no development is proposed at this time. Any development of the property would require a separately approved Architectural Review.

Before granting the proposed annexation, the City Council must find that the annexation conforms to the applicable criteria of TDC Section 33.010, Metro Code Section 3.09, and ORS 222. The Analysis and Findings (Exhibit 3) demonstrate that the proposal complies with the applicable criteria for granting an annexation.

### **OUTCOMES OF RECOMMENDATION:**

Approval of the Annexation (ANN 22-0001) and adoption of Ordinance No. 1467-22 will result in the following:

- Annexation of the property into the City of Tualatin and withdrawal of the property from the Washington County Enhanced Sheriff Patrol District and Urban Road Maintenance District; and
- Application of the City's General Manufacturing (MG) Zoning District to the property.

**ALTERNATIVES TO RECOMMENDATION:**

The alternatives to the staff recommendation include:

- Continuation of the hearing to a date certain in the future; or
- Denial of the annexation request.

**FINANCIAL IMPLICATIONS:**

The City will receive an increased share in property tax revenue.

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**ATTACHMENTS:**

Attachment 1: City Council Presentation

Attachment 2: Ord 1467-22 Property Annexation

Exhibit 1. Legal Description

Exhibit 2. Map

Exhibit 3. Analysis, Findings, and Exhibits

Exhibit A: Application, Petition, and Supporting Materials

Exhibit B: Comprehensive Plan Map 8-1 (Functional Classification and Traffic Signal Plan)

Exhibit C: Comprehensive Plan Map 9-1 (Water System Master Plan)

Exhibit D: Comprehensive Plan Map 9-2 (Sewer System Master Plan)

Exhibit E: Comprehensive Plan Map 10-1 (Zoning)

# ANN 22-0001

Tax Map/Lot 2S121DC-00700  
Annexation

JUNE 13, 2022



CITY OF  
**TUALATIN** OREGON

# OVERVIEW

- Consideration of a request to approve an Annexation for a 1.44 acre vacant property located north of the intersection of SW Herman Road and SW Cipole Road to the City of Tualatin
- The property is designated as General Manufacturing (MG).
- Future development of the property will require a separate Architectural Review and approval. Applicable Development Code criteria would be reviewed at that time.



# LOCATION





# ZONING



# APPLICABLE CRITERIA

- TDC 33.010 Annexations:
  - Within Urban Growth Boundary
  - Owner has petitioned to be annexed
  - Meets Metro Code 3.09
    - Adjacent to urban services (sewer, stormwater, water, roads) or services can be extended
  - Meets ORS Chapter 222
    - Adjacent to the City to which the property is being annexed and not within another city
- Note: No development proposed. Future development subject to Architectural Review and application of approval criteria in Development Code.



# CONCLUSION & RECOMMENDATION

*The Findings and Analysis demonstrate that proposed annexation complies with applicable Oregon Revised Statutes, Metro Code, and TDC.*

*Staff recommends City Council approve File No. ANN 22-0001 and adopt Ordinance 1467-22.*



ORDINANCE NO. 1467-22

AN ORDINANCE ANNEXING TERRITORY NORTH OF THE SW HERMAN ROAD AND SW CIPOLE ROAD INTERSECTION, TAX MAP 2S121DC LOT 700, INTO THE CITY OF TUALATIN; WITHDRAWING THE TERRITORY FROM THE WASHINGTON COUNTY ENHANCED SHERIFF PATROL DISTRICT AND URBAN ROADS MAINTENANCE DISTRICT (ANN 22-0001)

WHEREAS, Cipole Properties, LLC. (owners) as represented by AKS Engineering and Forestry, submitted a petition for annexation of approximately 1.44 acres of land located north of the intersection of SW Herman Road and SW Cipole Road, Tax Map 2S121DC Lot 700, hereafter called the "Property," into the City of Tualatin;

WHEREAS, the City of Tualatin is authorized to annex territory under ORS Chapter 222 and Metro Code Chapter 3.09;

WHEREAS, the annexation of the Property has been requested by 100 percent of the property owners, 100 percent of the electors, and qualifies for annexation under ORS 222.125;

WHEREAS, Washington County has not opposed the annexation in accordance with the Urban Growth Management Agreement between the County and the City;

WHEREAS, Metro does not oppose the annexation;

WHEREAS, under ORS 199.510(2)(c), when a city receives services from a district and is part of that district, any territory annexed to the city is to be included in the boundaries of the district and subject to all liabilities of the district in the same manner and to the same extent as other territory included in the district;

WHEREAS, the City receives sewer, storm, and surface water management services from Clean Water Services and is part of the Clean Water Services district, as referenced ORS 199.510(2)(c);

WHEREAS, the Property is in the Washington County Enhanced Sheriff Patrol District;

WHEREAS, the Property is in the Urban Road Maintenance District;

WHEREAS, ORS 222.520(1) authorizes cities to withdraw territory from districts concurrent with the annexation decision;

WHEREAS, notice of public hearing on the annexation petition was given as required by Tualatin Development Code 32.260;

WHEREAS, the Council conducted a public hearing relating to the annexation where Council heard and considered the testimony and evidence presented by the City staff, the applicant, and those appearing at the public hearing;

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** The Property identified in the legal description attached as Exhibit 1 and as more fully depicted in the map in Exhibit 2, which are both incorporated by reference, is hereby annexed to and made a part of the City of Tualatin.

**Section 2.** The findings attached as Exhibit 3, which are incorporated herein by reference, are hereby adopted.

**Section 3.** The City Recorder is directed to forward copies of this Ordinance to the Oregon Department of Revenue.

**Section 4.** Within five days of receipt of the required information from the Oregon State Department of Revenue, the City Recorder is directed to send copies of this Ordinance and the approval from the Oregon Department of Revenue to Metro for filing with the Oregon Secretary of State.

**Section 5.** The annexation of the Property is effective from the date the annexation is filed with the Oregon Secretary of State, as provided in ORS 222.180.

**Section 6.** On the effective date of the annexation, the Property is withdrawn from the Washington County Enhanced Sheriff Patrol District and the Urban Road Maintenance District.

**Section 7.** On the effective date of the annexation, under ORS 199.510(2)(c), the property will continue to be within the boundaries of Clean Water Services for the provision of sanitary sewer, storm, and surface water management.

**Section 8.** The City Recorder is directed to forward copies of this Ordinance and all other required materials to all public utilities and telecommunications utilities operating within the City in accordance with ORS 222.005.

Adopted by the City Council this 13<sup>th</sup> day of June, 2022.

CITY OF TUALATIN, OREGON

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

ATTEST:

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





AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 | www.aks-eng.com

AKS Job #7949

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

## EXHIBIT A

City of Tualatin  
Annexation Legal Description

A tract of land located in the Southeast One-Quarter of Section 21, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, and being more particularly described as follows:

Commencing at the southwesterly corner of Lot 1 of the plat of "Hagg Industrial Park"; thence along the westerly line of said Lot 1 and the City of Tualatin city limits, North 15°47'38" West 48.32 feet to the southeast corner of Document Number 2020-114853 and the True Point of Beginning; thence along the southerly line of said deed leaving said city limits, South 62°41'39" West 126.81 feet to an angle point; thence continuing along said southerly line, South 89°09'37" West 232.68 feet to the east line of Document Number 2010-099106 and the City of Tualatin city limits; thence along said east line and said city limits, North 00°50'23" West 198.00 feet to the southerly line of Document Number 98-098111; thence along said southerly line and said city limits, North 89°09'37" East 308.41 feet to the westerly line of said Lot 1; thence along said westerly line and said city limits, South 15°47'38" East 146.45 feet to the True Point of Beginning.

The above described tract of land contains 1.44 acres, more or less.

2/16/2022



*Mik Kal*



RENEWS: 6/30/23

**ANNEXATION CERTIFIED**

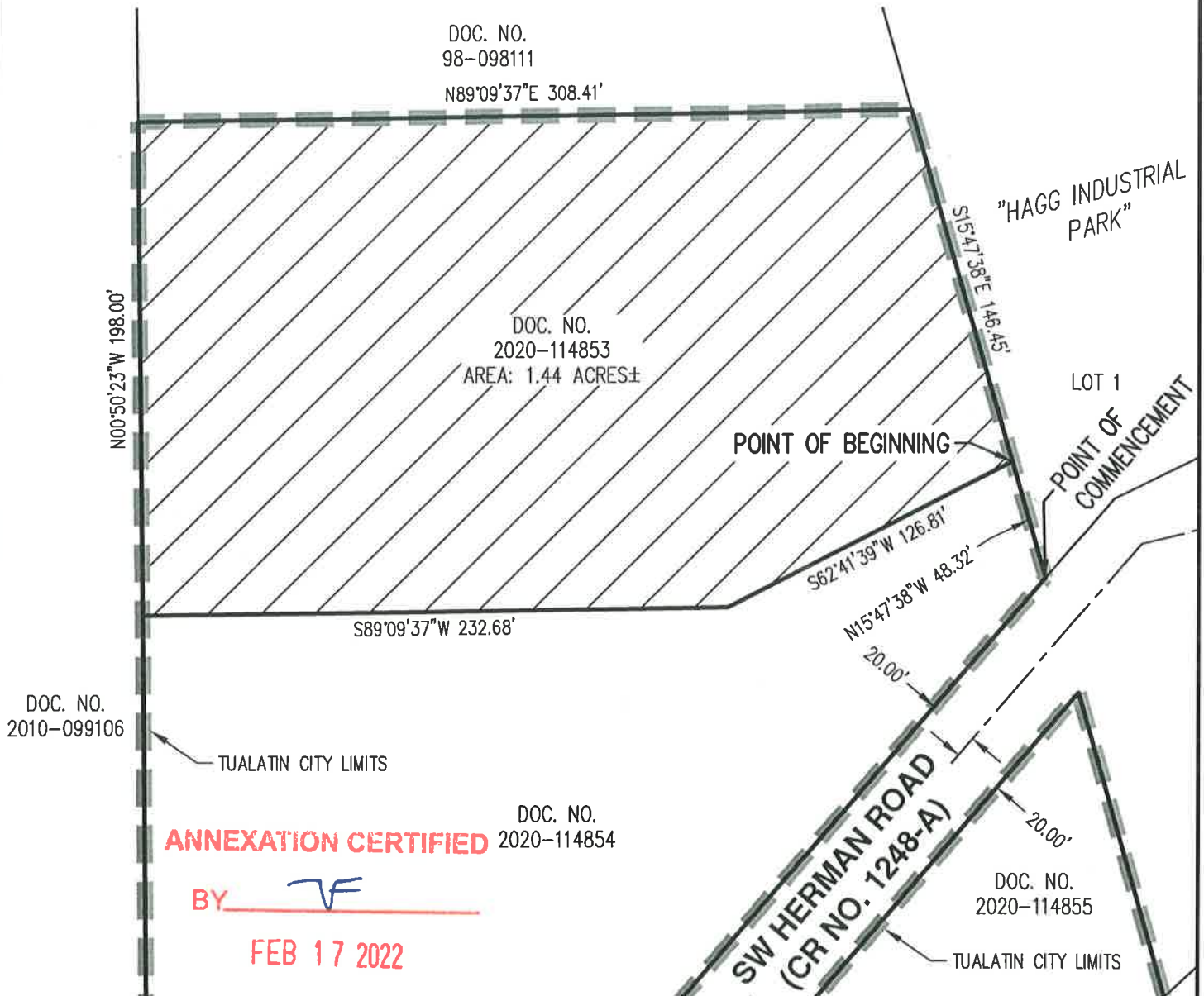
BY *TF*

**FEB 17 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SEC. 21,  
T2S, R1W, W.M., WASHINGTON COUNTY, OREGON



**ANNEXATION CERTIFIED**

BY TF

**FEB 17 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

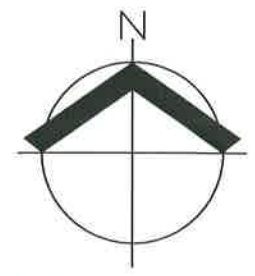
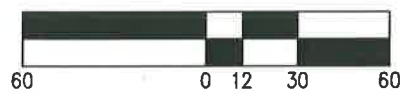
2/16/2022

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Michael S. Kalina*

**OREGON  
JANUARY 12, 2016  
MICHAEL S. KALINA  
89558PLS  
RENEWS: 6/30/23**

SCALE: 1" = 60 FEET



<b>RAYBORN CITY OF TUALATIN ANNEXATION</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: EN CHKD: MK AKS JOB: 7949





## ANALYSIS AND FINDINGS

Case #: ANN 22-0001

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Location:	North of the intersection of SW Herman Road & SW Cipole Road; Tax ID 2S121DC00700
Owner:	Cipole Properties, LLC.
Applicant:	AKS Engineering & Forestry
Representative:	Tony Mills, AKS Engineering & Forestry

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### Introduction

#### A. Applicable Criteria

Annexations are reviewed under Tualatin Development Code (TDC) Chapter 33.010, *Annexations*. This code refers to Metro Code 3.09, *Local Government Boundary Changes*, and the applicable provisions of ORS Chapter 222, which also govern annexations.

#### B. Project Description

The subject territory is 1.44 acres and is located north of the intersection of SW Herman Road and SW Cipole Road. The land is within Tualatin's Urban Planning Area and is designated as General Manufacturing (MG). The subject territory is within unincorporated Washington County. The property is bordered to the north, east, and west by the existing City of Tualatin City Limits. The abutting property to the south will remain within unincorporated Washington County.

The property owner has petitioned for annexation into the City of Tualatin. The scope of this review is limited to the suitability of annexing the property into the City of Tualatin. The subject territory is already within the Clean Water Services District, Tualatin Valley Fire and Rescue, TriMet, and the Sherwood School District. The annexation would prompt withdrawal from the Washington County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District.

This application does not approve new development or construction of any buildings, it is solely an annexation application. If annexed, future development would be subject to all applicable requirements of the Tualatin Municipal and Development Codes.

## **Exhibit 3. Analysis and Findings**

### **C. Site Description**

The subject territory is a vacant rectangular property comprised of 1.44 acres and is bordered on the north, east and west by City of Tualatin's City Limits. The property is undeveloped. The subject territory is bordered by industrial uses to the north, south and west.

### **Exhibits**

Exhibit A: Application, Petition and Supporting Materials

Exhibit B: Comprehensive Plan Map 8-1 (Functional Classification and Traffic Signal Plan)

Exhibit C: Comprehensive Plan Map 9-1 (Water System Master Plan)

Exhibit D: Comprehensive Plan Map 9-2 (Sewer System Master Plan)

Exhibit E: Comprehensive Plan Map 10-1 (Zoning)

## Exhibit 3. Analysis and Findings

### TDC Chapter 33, Applications and Approval Criteria

#### Section 33.010 Annexations

To grant an annexation application, the Council must find:

**(5) Approval Criteria. To grant an annexation application, the Council must find:**

**(a) The territory to be annexed is within the Metro Urban Growth Boundary;**

**Finding:**

*As shown in Exhibit E, the subject territory is within the Metro Urban Growth Boundary and within Tualatin's Urban Planning Area. This standard is met.*

**(b) The owners of the territory to be annexed have petitioned to be annexed;**

**Finding:**

*As shown in Exhibit A, the property owners, Patrick Larson of Cipole Properties, LLC., has petitioned to have the territory annexed into the City of Tualatin. This standard is met.*

**(c) The application conforms to the applicable criteria in Metro Code 3.09; and**

#### Chapter 3.09 Local Government Boundary Changes

#### Chapter 3.09.050 Hearing and Decision Requirements for Decisions Other Than Expedited Decisions

[...]

**B. Not later than 15 days prior to the date set for a hearing the reviewing entity shall make available to the public a report that addresses the criteria identified in subsection (D) and includes the following information:**

**1. The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of service;**

**Finding:**

*The subject territory has access to adequate sanitary sewer and potable water to the south of the property and will be accessed from an existing public street, SW Herman Road, by way of a 40' wide shared utility and access easement. There are stormwater sewer lines along SW 129<sup>th</sup> Ave to the east and a second stormwater sewer line along SW Cipole Road to the west of the subject territory. The subject territory is already within the Clean Water Services District (CWS), Tualatin Valley Fire and Rescue, TriMet, and the Sherwood School District. As a result of the proposed annexation, the property would be withdrawn from the Washington County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District.*

**Sanitary Sewer:**

*The City of Tualatin Sewer Master Plan (Exhibit D) illustrates sanitary sewer connections are available in the vicinity of the subject territory. An 8" sanitary sewer main is located near the southeast edge of the subject territory along SW Herman Road.*



### **Exhibit 3. Analysis and Findings**

#### **Stormwater:**

*There are no stormwater sewer lines along SW Herman Road abutting the subject territory. There is a 24" stormwater main east of the subject territory in SW 129<sup>th</sup> Avenue and a 12" stormwater main west of the subject territory within SW Cipole Road. Additionally, Tualatin and Clean Water Services implement stormwater management standards as required by the National Pollution Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4) permits. Stormwater facilities, including on-site detention facilities consistent with City and CWS standards, will be required with any future development.*

*The proposed annexation is consistent with the 1972 Tualatin Drainage Plan and Tualatin Comprehensive Plan Chapter 9.*

#### **Potable Water:**

*The City of Tualatin Water System Master Plan (Exhibit C) shows an existing transmission line in the vicinity of the subject territory. There's a 24" water main transmission line in SW Herman Road and 8" distribution water line located in the utility and access easement that runs along the eastern edge of the subject territory. As a result, the property is able to connect to water service consistent with the City's Water Master Plan.*

#### **Transportation and Streets:**

*The subject site is provided with public street access from SW Herman Road, which is classified as a Minor Arterial (Exhibit B) and is under the City of Tualatin's jurisdiction. The subject territory does not have direct road frontage and will be accessed from a 40' wide shared utility and access easement along the eastern edge of the property. Future road frontage improvements would be reviewed in conjunction with a future Architectural Review application for development on the site.*

*The territory is currently within the TriMet transit district and would continue to be so upon annexation. Currently the subject territory is not located near a TriMet bus line.*

#### **Additional Services:**

*As a result of the proposed annexation, the property would be withdrawn from the Washington County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District.*

*The territory is currently within the Tualatin Valley Fire and Rescue district, and would continue to be so upon annexation into the City.*

*The territory is currently within the Sherwood School District and would be continue to be so upon annexation.*

*The subject territory is not currently within an independent parks district, and would be served by the City of Tualatin for parks services and facilities upon annexation. This standard is met.*

## Exhibit 3. Analysis and Findings

**2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and**

**Finding:**

*The proposed boundary change will withdraw the property from Washington County's jurisdiction for planning, zoning, building, and related services and transfer jurisdiction for those services to the City of Tualatin. This standard is met.*

**3. The proposed effective date of the boundary change.**

[...]

**Finding:**

*The annexation of the subject territory will be effective on the date the annexation is filed with the Oregon Secretary of State, as provided in ORS 222.180. This standard is met.*

**D. To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in subsections (D) and (E) of section 3.09.045.**

**Finding:**

*These standards are addressed below.*

### **3.09.045 Expedited Decisions**

**D. To approve a boundary change through an expedited process, the city shall:**

**1. Find that the change is consistent with expressly applicable provisions in:**

**a. Any applicable urban service agreement adopted pursuant to ORS 195.065;**

**Finding:**

*ORS 195.065 considers urban services agreements pertaining to sanitary sewer, water, fire protection, parks, open space, recreation, and streets, roads, and mass transit. The City of Tualatin has an established Urban Planning Area Agreement (UPAA) with Washington County, which currently has jurisdiction over the subject territory. The UPAA acknowledges that the City of Tualatin is responsible for comprehensive planning, including public facility planning, within the Urban Planning Area. It also establishes a process for determining the likely provider for urban services through concept planning; this is generally the City except where the City holds Intergovernmental Agreements (IGAs) with other service providers.*

*The subject territory is currently within, and would remain within, the Tualatin Valley Fire and Rescue district. Additionally the subject territory is currently within, and would remain within, the Sherwood School district. The territory is not within an independent parks, open space or recreation district other than Metro, of which it will remain a part.*

*The City of Tualatin has an established IGA with CWS delineating responsibilities for public sanitary sewer and stormwater management. The subject territory is already within the CWS District.*

### Exhibit 3. Analysis and Findings

*No additional urban services agreements apply. This standard is met.*

**b. Any applicable annexation plan adopted pursuant to ORS 195.205;**

**Finding:**

*No applicable annexation plan exists for this area. This standard is not applicable.*

**c. Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;**

**Finding:**

*No applicable cooperative planning agreement exists for this area. This standard is not applicable.*

**d. Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;**

**Finding:**

*The City's Transportation System Plan, Sewer Master Plan and Water Master Plan are all contained in the Comprehensive Plan and applicable to the subject territory. These plans are discussed below in greater detail.*

***Transportation System Plan:***

*The City of Tualatin Transportation System Plan (Exhibit B) identifies SW Herman Road as a Minor Arterial. The subject site will have public street access to SW Herman Road via a shared utility and access easement on the eastern edge of the property. The property is able to connect to the transportation network consistent with the City's TSP.*

***Sewer Master Plan:***

*The City of Tualatin Sewer Master Plan (Exhibit D) illustrates sewer connection is available in the vicinity of the subject territory. An 8" sanitary sewer main is located near the southeast edge subject territory. The subject territory is already within the CWS district and the City's sewer district.*

*The City of Tualatin Sewer Master Plan (Exhibit D) illustrates sewer connections are available in the vicinity of the subject territory.*

***Water Master Plan:***

*The City of Tualatin Water System Master Plan (Exhibit C) shows an existing transmission line in the vicinity of the subject territory. There's a 24" water main transmission line in SW Herman Road and 8" distribution water line located in the utility and access easement that runs along the eastern edge of the subject territory. As a result, the property is able to connect to water service consistent with the City's Water Master Plan.*

*The proposed annexation is consistent with these plans. This standard is met.*

### Exhibit 3. Analysis and Findings

**e. Any applicable comprehensive plan;**

**Finding:**

*The City of Tualatin's Comprehensive Plan contains the Comprehensive Plan Map 10-1, (Exhibit E) showing this territory as part of the Urban Planning Area and indicating that the property is zoned General Manufacturing (MG).*

*Comprehensive Plan Chapters 8 Transportation, and 9 Public Facilities Services provide details about service provision in this vicinity. Map 9-1 (Exhibit C) outlines the future provision of water service over the subject territory. Map 9-2 (Exhibit D) shows connections and future provision for sewer service to the subject territory. Chapter 9 establishes a method for cooperation with DEQ and CWS with the Storm Water Management Ordinance applied at the time of future development.*

*This standard is met.*

**f. Any applicable concept plan; and**

**Finding:**

*The subject territory is not within a concept planning area. The property is subject to a land use designation of General Manufacturing (MG) as illustrated on Comprehensive Plan Map 10-1 (Exhibit E). This standard is met.*

**2. Consider whether the boundary change would:**

- a. Promote the timely, orderly and economic provision of public facilities and services;**
- b. Affect the quality and quantity of urban services; and**
- c. Eliminate or avoid unnecessary duplication of facilities or services.**

**Finding:**

*Given the property is adjacent to existing urban services, including utilities and transportation access on SW Herman Road via an existing utility and access easement, this annexation would not interfere with the timely, orderly, and economic provision of public facilities and services, nor would it necessitate the duplication of services. The progression toward additional transportation and utility improvements associated with any future development would be timely. Annexation is a necessary first step to future development and related public improvements. Standards A through C are met.*

**E. A city may not annex territory that lies outside the UGB, except it may annex a lot or parcel that lies partially within and partially outside the UGB.**

**Finding:**

*The subject territory is wholly within the Urban Growth Boundary (UGB). This standard is met.*

### Exhibit 3. Analysis and Findings

(d) The application is consistent with applicable provisions of ORS Chapter 222.

**ORS 222.111(1)** When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.”

**Finding:**

*As shown on the Comprehensive Plan Map 10-1 (Exhibit E), the subject territory is not within a city and is contiguous to the City of Tualatin. This standard is met.*

**ORS 222.520(1)** Whenever a part less than the entire area of a district named in ORS 222.510 becomes incorporated as or annexed to a city in accordance with law, the city may cause that part to be withdrawn from the district in the manner set forth in ORS 222.120 or at any time after such incorporation or annexation in the manner set forth in ORS 222.524. Until so withdrawn, the part of such a district incorporated or annexed into a city shall continue to be a part of the district.

**Finding:**

*The subject territory is within the Sherwood School District, Tualatin Valley Fire & Rescue, and TriMet districts and will remain so. Police services will be provided by the City of Tualatin. Because the proposed boundary change is consistent with state and local law, this standard is met.*

**Conclusion and Recommendation:**

*Based on the application and the above analysis and findings, the proposed annexation complies with applicable Oregon Revised Statutes, Metro Code, and TDC. Accordingly, staff recommends City Council approval of File No. ANN 22-0001 and adoption of Ordinance No. 1467-22.*





## Land Use Application

### Project Information

Project Title: <b>Cipole Properties, LLC</b>
Brief Description: <b>See written narrative</b>

### Property Information

Address: <b>Not addressed</b>
Assessor's Map Number and Tax Lots: <b>2S 1 21DC, Tax Lot 700</b>

### Applicant/Primary Contact

Name: <b>Tony Mills</b>	Company Name: <b>AKS Engineering &amp; Forestry</b>	
Address: <b>12965 SW Herman Road, Suite 100</b>		
City: <b>Tualatin</b>	State: <b>OR</b>	ZIP: <b>97062</b>
Phone: <b>503-563-6151</b>	Email: <b>millst@aks-eng.com</b>	

### Property Owner Applicant/Property Owner's Representative

Name: <b>Cipole Properties, LLC</b>		
Address: <b>19990 SW Cipole Road</b>		
City: <b>Tualatin</b>	State: <b>OR</b>	ZIP: <b>97062</b>
Phone: <b>Please contact Applicant's representative.</b>	Email: <b>Please contact Applicant's representative.</b>	

Property Owner's Signature: 	Date: <b>4/28/22</b>
---------------------------------	----------------------

*(Note: Letter of authorization is required if not signed by owner)*

**AS THE PERSON RESPONSIBLE FOR THIS APPLICATION, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND STATE THAT THE INFORMATION IN AND INCLUDED WITH THIS APPLICATION IN ITS ENTIRETY IS CORRECT. I AGREE TO COMPLY WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND STATE LAWS REGARDING BUILDING CONSTRUCTION AND LAND USE.**

Applicant's Signature: 	Date: <b>4/28/22</b>
----------------------------	----------------------

**Land Use Application Type:**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Annexation (ANN)<br><input type="checkbox"/> Architectural Review (AR)<br><input type="checkbox"/> Architectural Review—Single Family (ARSF)<br><input type="checkbox"/> Architectural Review—ADU (ARADU)<br><input type="checkbox"/> Conditional Use (CUP) | <input type="checkbox"/> Historic Landmark (HIST)<br><input type="checkbox"/> Industrial Master Plan (IMP)<br><input type="checkbox"/> Plan Map Amendment (PMA)<br><input type="checkbox"/> Plan Text Amendment (PTA)<br><input type="checkbox"/> Tree Removal/Review (TCP) | <input type="checkbox"/> Minor Architectural Review (MAR)<br><input type="checkbox"/> Minor Variance (MVAR)<br><input type="checkbox"/> Sign Variance (SVAR)<br><input type="checkbox"/> Variance (VAR) |
|---|---|---|

### Office Use

Case No:	Date Received:	Received by:
Fee:	Receipt No:	

# Cipole Properties, LLC Annexation

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**Date:** April 2022

**Submitted to:** City of Tualatin  
Planning Division  
10699 SW Herman Road  
Tualatin, OR 97062

**Applicant:** Cipole Properties, LLC  
19990 SW Cipole Road  
Tualatin, OR 97062

**AKS Job Number:** 7949



12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

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## Exhibits

- Exhibit A:** Application Form
  - Exhibit B:** Petition and Certifications
  - Exhibit C:** Preliminary Title Report, Legal Description, and Map
  - Exhibit D:** Washington County Assessor’s Map
  - Exhibit E:** Mailing Labels
  - Exhibit F:** Pre-application Meeting Notes
  - Exhibit G:** Neighborhood Meeting Materials
-

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# Annexation Application Cipole Properties, LLC

<b>Submitted to:</b>	City of Tualatin Planning Division 10699 SW Herman Road Tualatin, OR 97062
<b>Applicant/ Property Owner:</b>	Cipole Properties, LLC 19990 SW Cipole Road Tualatin, OR 97062
<b>Applicant's Consultant:</b>	AKS Engineering & Forestry, LLC 12965 SW Herman Road, Suite 100 Tualatin, OR 97062
	Contact(s): Tony Mills Email: millst@aks-eng.com Phone: (503) 563-6151
<b>Site Location:</b>	Unaddressed property north of the intersection of SW Herman Road and SW Cipole Road
<b>Washington County Assessor's Map:</b>	2S 1 21DC, Tax Lot 700
<b>Site Size:</b>	±1.44 acres
<b>Land Use Districts:</b>	Future Development 10 Acre (FD-10)
<b>Comprehensive Plan Designation:</b>	General Manufacturing Planning District (MG)



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## I. Executive Summary

Cipole Properties, LLC (Applicant) is applying to annex a ±1.44-acre property (Tax Lot 700 of Washington County Assessor's Map 2S 1 21DC) into the City of Tualatin to accommodate the site's development.

This application includes the forms, written materials, and preliminary plans necessary for City staff to review and determine compliance with the applicable approval criteria. The evidence is substantial and supports the City's approval of the application.

## II. Site Description/Setting

The subject property is a single ±1.44-acre lot: Tax Lot 700 of Washington County Assessor's Map 2S 1 21DC. The current configuration of Tax Lot 700 is the result of two recently recorded property line adjustments (Survey, 33983) that reorganized three parcels comprised of Tax Lots 700, 800, 801, and 900 of Washington County Assessor's Map 2S 1 21DC. The site abuts Tualatin city limits and is within the Metro Urban Growth Boundary (UGB) in unincorporated Washington County. Currently, the property is within the Future Development 10 Acre District (FD-10) of Washington County. According to the City of Tualatin Comprehensive Plan, the site is designated as within the General Manufacturing Planning District (MG). A shared private drive extending north from Herman Road provides access to the site. The site has no frontage on public rights-of-way.

## III. Applicable Review Criteria

### City of Tualatin Development Code

#### Chapter 32 – Procedures

#### TDC 32.140. Application Submittal.

- (1) *Submittal Requirements.* Land use applications must be submitted on forms provided by the City. A land use application may not be accepted in partial submittals. All information supplied on the application form and accompanying the application must be complete and correct as to the applicable facts. Unless otherwise specified, all of the following must be submitted to initiate completeness review under TDC 32.160:
  - (a) *A completed application form.* The application form must contain, at a minimum, the following information:
    - (i) The names and addresses of the applicant(s), the owner(s) of the subject property, and any authorized representative(s) thereof;
    - (ii) The address or location of the subject property and its assessor's map and tax lot number;
    - (iii) The size of the subject property;
    - (iv) The comprehensive plan designation and zoning of the subject property;
    - (v) The type of application(s);
    - (vi) A brief description of the proposal; and
    - (vii) Signatures of the applicant(s), owner(s) of the subject property, and/or the duly authorized representative(s) thereof authorizing the filing of the application(s).

**Response:** Consistent with the requirements of this section, a City-provided application form has been completed and is included as Exhibit A.



- 
- (b) A written statement addressing each applicable approval criterion and standard;

**Response:** This written narrative serves as a written statement addressing each criterion applicable to the review of an annexation application within the City of Tualatin.

- (c) Any additional information required under the TDC for the specific land use action sought;

**Response:** The provided information is consistent with the applicable requirements of the Tualatin Development Code (TDC) and additional information provided by City staff at a pre-application meeting held on January 19, 2022 (Exhibit F). This requirement is satisfied.

- (d) Payment of the applicable application fee(s) pursuant to the most recently adopted fee schedule;

**Response:** Payment has been made in the applicable amount with the submittal of this application.

- (e) Recorded deed/land sales contract with legal description.

**Response:** Certification of ownership along with a legal description are provided in Exhibit C. This requirement is satisfied.

- (f) A preliminary title report or other proof of ownership.

**Response:** A preliminary title report is in Exhibit C. This requirement is met.

- (g) For those applications requiring a neighborhood/developer meeting:

- (i) The mailing list for the notice;
- (ii) A copy of the notice;
- (iii) An affidavit of the mailing and posting;
- (iv) The original sign-in sheet of participants; and
- (v) The meeting notes described in TDC 32.120(7).

**Response:** A neighborhood/developer meeting was held on Monday, March 28, 2022. The applicable meeting information (notice, sign-in sheet, meeting notes, etc.) are included in Exhibit G. These requirements are satisfied.

- (h) A statement as to whether any City-recognized Citizen Involvement Organizations (CIOs) whose boundaries include, or are adjacent to, the subject property were contacted in advance of filing the application and, if so, a summary of the contact. The summary must include the date when contact was made, the form of the contact and who it was with (e.g. phone conversation with neighborhood association chairperson, meeting with land use committee, presentation at neighborhood association meeting), and the result;

**Response:** On March 14, 2022, notice of a neighborhood meeting for the subject annexation application was sent to all city recognized Citizen Involvement Organizations.

- (i) Any additional information, as determined by the City Manager, that may be required by another provision, or for any other permit elsewhere, in the TDC, and any other information that may be required to adequately review and analyze the proposed development plan as to its conformance to the applicable criteria;

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**Response:** This application includes exhibits, forms, and written statements consistent with the requirements of the applicable review criteria. The information provided should be sufficient for City staff to review. This requirement is satisfied.

**TDC 32.260. Annexation Procedures.**

An Annexation brings property from outside the City Limits into the City Limits. At the same time, the City also removes the property from any county special districts that are no longer needed. For example, property in Washington County is withdrawn from the Washington County Enhanced Sheriff's Patrol District because police services will be provided by the Tualatin Police Department.

**Response:** This application will be reviewed following the applicable procedure outlined in the Tualatin Development Code. The applicant is prepared to post notice of the required public hearing to the property and provide testimony as necessary.

**TDC 33.010. Annexations.**

[...]

(4) *Specific Submittal Requirements.* In addition to the general application submittal requirements in TDC 32.140 (Application Submittal), an applicant(s) for a quasi-judicial annexation must submit the following:

(a) The Application for Annexation form;

**Response:** Consistent with the requirements of this section, a City-provided application form has been and is included as Exhibit A.

(b) The Petition to Annex to the City of Tualatin form;

(c) A legal description of the subject territory including any abutting public street right-of-way that is not yet in the City Limits;

(d) The Certification of Legal Description and Map form;

(e) The Certification of Property Ownership form;

(f) The Certification of Registered Voters form;

(g) The Property Owner Information Sheet form;

**Response:** A signed petition, legal description, and signed certifications are included in Exhibit B. These requirements are satisfied.

(h) The City application fee, and the Metro application fee in a separate check made payable to Metro;

**Response:** Payment for the applicable Metro Regional Services (Metro) application fee has been submitted with the application package. This requirement is satisfied.

(i) The three column by ten row matrix sheet listing the Assessors Map Number and Tax Lot Number, name and mailing address for:

(i) The owner (fee title) of the subject territory, and

(ii) Recipients pursuant to TDC 32.240 (3) and the governing jurisdiction of any public street right-of-way to be annexed;

**Response:** A mailing list including the necessary information is included in Exhibit E of this application. This requirement is satisfied.

(j) The Annexation Property Information Sheet form;

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**Response:** The property information sheet is included in Exhibit A of this application. This requirement is satisfied.

- (k) A copy of the County Assessors Maps showing the subject territory, any public street right-of-way to be annexed and the lots within 1,000 feet of the subject territory including any public street right-of-way. The subject territory and right-of-way to be annexed must be outlined with a wide, light colored ink marker;

**Response:** A copy of the Washington County Assessor’s Map highlighting the tax lot to be annexed is included in Exhibit D. This requirement is satisfied.

- (l) If necessary, a letter from the County or State Road Authority stating its consent to annex the right-of-way described in the legal description; and

**Response:** As demonstrated throughout this written narrative and in the provided exhibits, the subject property does not abut a right-of-way. This requirement is not applicable.

- (m) Any information required by the City Manager in addition to the above.

**Response:** This written narrative, along with the applicable forms, plans, and certifications, is consistent with the requirements for an annexation application.

(5) *Approval Criteria. To grant an annexation application, the Council must find:*

- (a) The territory to be annexed is within the Metro Urban Growth Boundary;

**Response:** As identified by TualGIS, the City of Tualatin’s geographic information system (GIS), the subject property is within the Metro UGB. This criterion is satisfied.

- (b) The owners of the territory to be annexed have petitioned to be annexed;

**Response:** A petition signed by the property owner is included in Exhibit B. The criterion is met.

- (c) The application conforms to the applicable criteria in Metro Code 3.09; and

**Response:** The consistency of this application with the applicable criteria of the Metro Code is demonstrated in this written narrative. This criterion is satisfied.

- (d) The application is consistent with applicable provisions of ORS Chapter 222.

**Response:** Consistent with the requirements of ORS Chapter 222, the subject property abuts the city limits, the property owner is petitioning the City to annex their property, and the petition is being processed in accordance with the procedural requirements outlined in the City’s charter.

## Metro Code

Title III. Planning

### Chapter 3.09

#### 3.09.040 Requirements for Petitions

- A. A petition for a boundary change must contain the following information:
  1. The jurisdiction of the reviewing entity to act on the petition;
  2. A map and a legal description of the affected territory in the form prescribed by the reviewing entity;

- 
3. For minor boundary changes, the names and mailing addresses of all persons owning property and all electors within the affected territory as shown in the records of the tax assessor and county clerk; and
  4. For boundary changes under ORS 198.855(3), 198.857, 222.125 or 222.170, statements of consent to the annexation signed by the requisite number of owners or electors.

**Response:** A petition signed by the owner of the subject property, legal description of the property, and a map are in Exhibit B.

- B. A city, county and Metro may charge a fee to recover its reasonable costs to carry out its duties and responsibilities under this chapter.

**Response:** The requisite fees have been included with this application. This requirement is met.

#### **IV. Conclusion**

The required findings have been made, and this written narrative and accompanying documentation demonstrate that the application is consistent with the applicable provisions of the City of Tualatin Development Code. The evidence in the record is substantial and supports approval of the application. Therefore, the Applicant respectfully requests that the City approve this Annexation application.

### PROPERTY OWNER INFORMATION

*(This form is NOT the petition)*

Metro Code 3.09.040 requires the names and address of all property owners and/or registered voters of the property, regardless of support shown on petition to annex. This is not for notification purposes. A signature on this form does not indicate support or opposition to the request.

**NAME OF OWNER/VOTER (V)**

**PROPERTY DESIGNATION**

(Indicate Section, Township, Range and Lot No.)

**MAILING ADDRESS**

**PROPERTY ADDRESS (If different)**

(1) Cipole Properties, LLC, Pat Larson & Jeff Larson

PO BOX 69  
TUALATIN OR 97062

21 T2S R1W, TL 700

not addressed

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(6) \_\_\_\_\_

(7) \_\_\_\_\_

(8) \_\_\_\_\_

(9) \_\_\_\_\_

(10) \_\_\_\_\_



## ANNEXATION PROPERTY INFORMATION SHEET

### **EXISTING CONDITIONS IN AREA TO BE ANNEXED:**

Land area, in acres: ±1.44 Acres

General description of territory *(Include topographic features such as slopes, vegetation, drainage basins, and floodplain areas which are pertinent to this proposal)*: Please see the written narrative.

Describe land uses on surrounding parcels *(Use tax lots as reference points)*

North: Industrial warehouse and manufacturing

South: Vacant

East: Industrial warehouse and manufacturing

West: Industrial warehouse and manufacturing

### **EXISTING LAND USE:**

Number of existing units/structures:

Single-family: 0      Multi-family: 0      Commercial: 0      Industrial: 0

Describe existing units/structures: The subject property is unimproved, vacant land.

What is the current use(s) of the land proposed to be annexed: \_\_\_\_\_

The subject property is unimproved, vacant land.

Public facilities or other uses: The subject property is unimproved, vacant land.

Total current year assessed valuation – Land \$: 54,100 Structures \$: 0

Total existing population: 0

Is the territory contiguous to the City limits: Yes

Is the subject territory inside or outside of the Metro Regional Urban Growth Boundary: Yes

**URBAN SERVICE PROVIDERS:**

If the territory described in the proposal is presently included within the boundaries of any of the following types of governmental units, please indicate so by stating the name or names of the governmental units involved.

County: Washington County

Highway Lighting District: N/A

Fire District: Tualatin Valley Fire and Rescue

Sanitary District: Clean Water Services

Water District: Sherwood

Grade School District: Sherwood

High School District: Sherwood

Library District: N/A

Drainage District: Clean Water Services

Parks & Recreation District: City of Tualatin

Other: \_\_\_\_\_

Is the territory served by any of the providers listed above (describe existing connections to public services): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### CERTIFICATION OF PROPERTY OWNERSHIP

I certify that the attached petition for annexation of the described territory to the City of Tualatin contains the names of the owners\* of a majority of the land area of the territory to be annexed, as shown on the last available complete assessment roll.

TD FOSTER                      GIS TECH  
Printed Name                      Title

[Signature]                      2/17/22  
Signature                      Date

CARTOGRAPHY                      WASHINGTON  
Department                      County of

**ANNEXATION CERTIFIED**

BY TF  
**FEB 17 2022**

**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

\*Owner means the owner of the title to real property or the contract purchaser of the real property.

### CERTIFICATION OF REGISTERED VOTERS

I certify that the attached petition for annexation of described territory to the City of Tualatin contains the names of at least a majority of the electors registered in the territory to be annexed.

\_\_\_\_\_  
Printed Name                      Title

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Department                      County of



**CERTIFICATION OF REGISTERED VOTERS  
FOR ANNEXATION PURPOSES\***

I hereby certify that the attached petition for the annexation of the territory listed herein to the CITY OF TUALATIN contains, as of the date listed, the following information:

- 1   Number of signatures of individuals on petition.
- 0   Number of active **registered voters** within the territory to be annexed.
- 0   Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 2S121DC00700      19990 SW Cipole Rd  
Tualatin, OR 97062

DIVISION:        ELECTIONS  
COUNTY:        WASHINGTON  
DATE:        April 18, 2022  
NAME:        Maria Hallowell  
TITLE:        Administrative Specialist II



Maria Hallowell  
(Signature of Election Official)

\*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009





**PUBLIC RECORD REPORT  
FOR NEW SUBDIVISION  
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Phone No.:

Date Prepared: January 24, 2020  
Effective Date: January 13, 2020 / 08:00 AM  
Charge: \$0.00  
Order No.: 152000069  
Reference:

The information contained in this report is furnished to the Customer by Lawyers Title of Oregon, LLC (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

**REPORT**

- A. The Land referred to in this report is located in the County of Washington, State of Oregon, and is described as follows:  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description)**

**PARCEL I:**

Beginning at the Southwest corner of the tract described in contract to William S. Maplethorpe and Barbara Jean Maplethorpe, husband and wife, as recorded in Book 461, Page 469, Washington County Deed Records, and which Southwest corner is said to bear North 89° 95' East 950.35 feet and North 0° 54' West 435.6 feet from the quarter Section corner on the South line of Section 21, Township 2 South, Range 1 West, Willamette Meridian, in the Washington County and State of Oregon; thence North 0° 54' West along the West line of said Maplethorpe tract, 63.0 feet to an iron pipe; thence North 89° 66' East, parallel with the South line of said tract, 308.71 feet to an iron pipe on the Easterly line thereof; thence South 15° 51' East, 65.21 feet to the Northeasterly corner thereof; thence South 89° 06' West 325.52 feet to the place of beginning.

**PARCEL II:**

Beginning at the Southwest corner of that real property in Section 21, Township 2 South, Range 1 West, Willamette Meridian, in the Washington County and State of Oregon; conveyed to Donald O. Galbreath by deed recorded in Book 154, Page 340, Washington County Deed Records, which corner bears North 89° 06' East 950.35 feet from the one-quarter Section corner on the South line of Section 21, Township 2 South, Range 1 West, Willamette Meridian; and running thence North 00° 54' West along the Westerly line of said Galbreath property, 435.6 feet; thence North 89° 06' East 324.85 feet to the Easterly line of said Galbreath property; thence South 15° 43' East along said Easterly line 285.37 feet, more or less, to the most Easterly corner of said Galbreath property, a point on the Northwesterly line of the Southern Pacific Company's right of way; thence South 47° 22' West along said Northwesterly line to its intersection with the Easterly line of the County Road; thence North 08° 14' East along said Easterly line to the South line of said Section 21; thence South 89° 06' West along said Section line, 150.0 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract of land, to-wit:

A parcel of land in the Southeast quarter of Section 21, Township 2 South, Range 1 West, Willamette Meridian, in the Washington County and State of Oregon, described as follows:

Beginning at the most Westerly Southwest corner of that tract described in contract to Clarence R. Lovell, recorded August 16, 1966, in Book 611, Page 874, Washington County Deed Records, said point being North 89° 06' East, 950.35 feet from the South quarter corner of said Section; thence North 00° 54' West 175.0 feet; thence North 40° 30' East, 280 feet; thence South 15° 45' East, parallel to the East line of the tract above described, 274.2 feet, more or less, to a point in the center of County Road No. 27-A; thence Southwesterly along the center line of said County Road, 160.1 feet, more or less, to a point 150 feet East of the most Westerly Southwest corner of the above mentioned Lovell tract; thence South 89° 06' West along the South line of said Section, 150.0 feet to the place of beginning.

**PARCEL III:**

A parcel of land in the Southeast quarter of Section 21, Township 2 South, Range 1 West, Willamette Meridian, in the Washington County and State of Oregon, described as follows:

Beginning at the most Westerly Southwest corner of that tract described in contract to Clarence R. Lovell, recorded August 16, 1966, in Book 611, Page 874, Washington County Deed Records, said point being North 89° 06' East, 950.35 feet from the South quarter corner of said Section; thence North 00° 54' West 175.0 feet; thence

Lawyers Title of Oregon, LLC  
Public Record Report for New Subdivision or Land Partition  
Order No. 152000069

**EXHIBIT "A"**  
**(Land Description)**  
(continued)

North 40° 30' East, 280 feet; thence South 15° 45' East, parallel to the East line of the tract above described, 274.2 feet, more or less, to a point in the center of County Road No. 27-A; thence Southwesterly along the center line of said County Road, 160.1 feet, more or less, to a point 150 feet East of the most Westerly Southwest corner of the above mentioned Lovell tract; thence South 89° 06' West along the South line of said Section, 150.0 feet to the place of beginning.

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Order No. 152000069

**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) R529958, R529949, R2116401 and R529967 as well as Tax/Map ID(s) 2S121DC00700,  
2S121DC00800, 2S121DC00801 and 2S121DC00900

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Public Record Report for New Subdivision or Land Partition  
Order No. 152000069

**EXHIBIT "C"**  
**(Vesting)**

Cipole Properties LLC, an Oregon limited liability company



**EXHIBIT "D"**  
**(Liens and Encumbrances)**

1. Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Adjoining parcels  
Purpose: Access  
Recording Date: November 16, 1961  
Recording No: Book 453, page 153  
Affects: The Easterly portion of Parcels I and II
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Tualatin  
Purpose: Water line  
Recording Date: April 23, 1998  
Recording No: 98-041810  
Affects: The Easterly portion of Parcels I and II
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Portland General Electric Company  
Purpose: Anchor easement  
Recording Date: February 20, 2003  
Recording No: 2003-025056  
Affects: The Southerly portion of Parcel II
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Washington County, a political subdivision of the State of Oregon  
Purpose: Sidewalk  
Recording Date: March 23, 2009  
Recording No: 2009-023156  
Affects: The Southwesterly portion of Parcel III
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: AKS, LLC  
Purpose: Utilities and related facilities  
Recording Date: December 27, 2013  
Recording No: 2013-107655  
Affects: The Easterly portion of Parcel I and II
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: AKS, LLC  
Purpose: Placement and maintenance of a sign  
Recording Date: December 27, 2013  
Recording No: 2013-107656  
Affects: Parcel II - see recorded document for exact location

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

8. A Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below,

Amount: \$950,000.00  
Dated: January 1, 2019  
Trustor/Grantor: Cipole Properties LLC, an Oregon limited liability company  
Trustee: Mark L. Huglin  
Beneficiary: Trustees of the Rayborn Family Trust  
Loan No.: Not Disclosed  
Recording Date: January 11, 2019  
Recording No.: 2019-001682

9. Any right, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
10. Rights of tenants, as tenants only, in unrecorded leaseholds.

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2019-2020  
Amount: \$869.09  
Levy Code: 088.09  
Account No.: R529958  
Map No.: 2S121DC-00700  
Affects Parcel I

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2019-2020  
Amount: \$2,138.77  
Levy Code: 088.09  
Account No.: R529949  
Map No.: 2S121DC-00800  
Affects the Northerly portion of Parcel II

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2019-2020  
Amount: \$166.91  
Levy Code: 088.09  
Account No.: R2116401  
Map No.: 2S121DC-00801  
Affects the Southerly portion of Parcel II

Lawyers Title of Oregon, LLC  
Public Record Report for New Subdivision or Land Partition  
Order No. 152000069

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

NOTE: Property taxes for the fiscal year shown below are paid in full.  
Fiscal Year: 2019-2020  
Amount: \$3,321.90  
Levy Code: 088.09  
Account No.: R529967  
Map No.: 2S121DC-00900  
Affects Parcel III

**\*\*End of Liens & Encumbrances\*\***

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
    - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

Lawyers Title of Oregon, LLC  
Public Record Report for New Subdivision or Land Partition  
Order No. 152000069

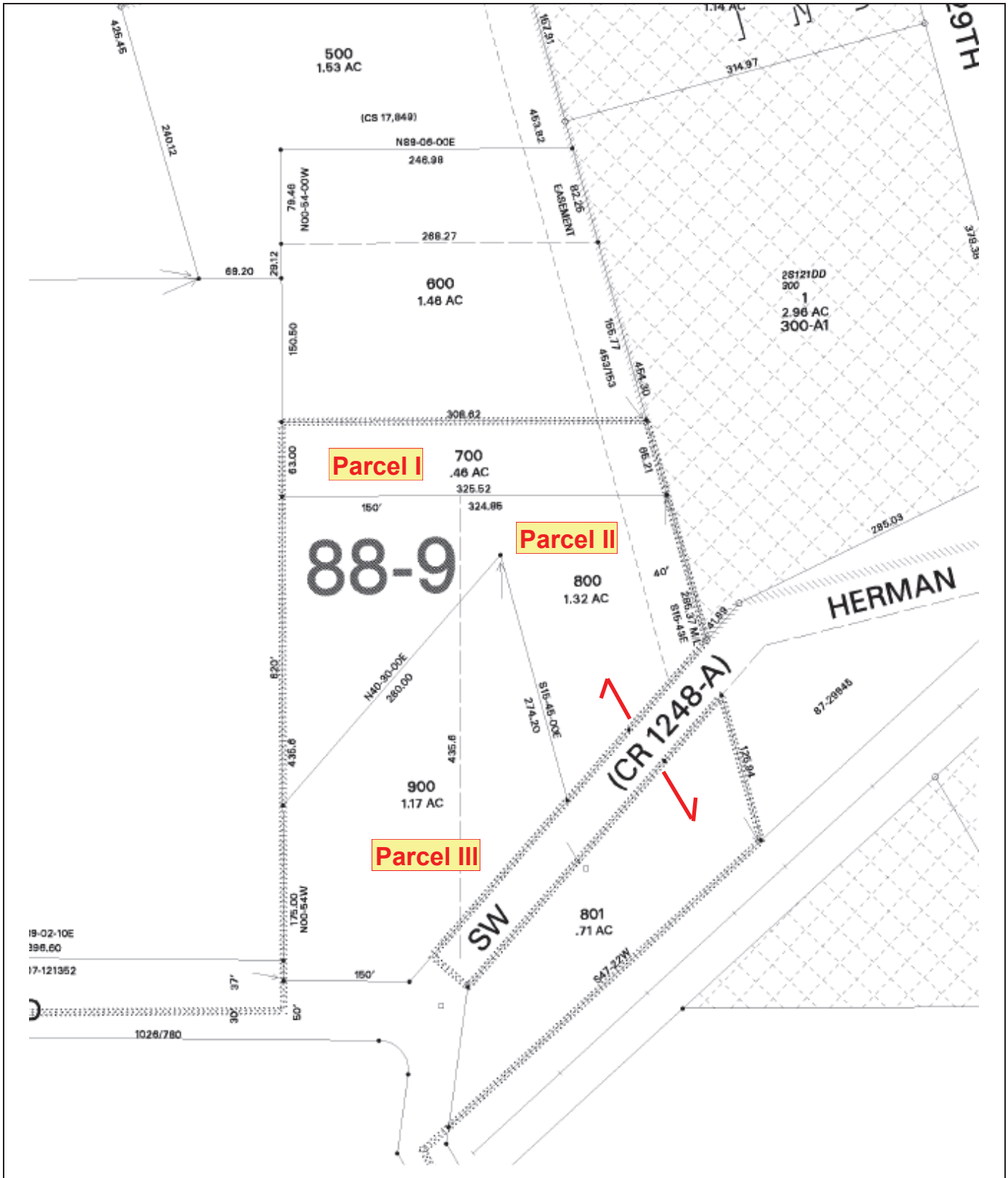
IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

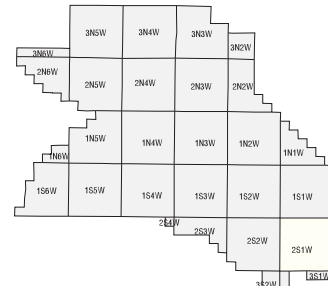
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

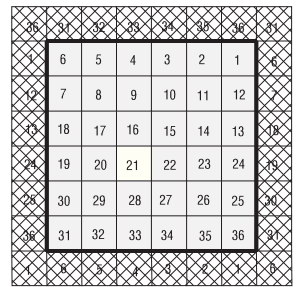




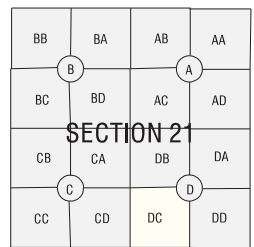
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



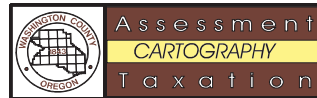
**WASHINGTON COUNTY OREGON**  
 SW1/4 SE1/4 SECTION 21 T2S R1W W.M.  
 SCALE 1" = 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

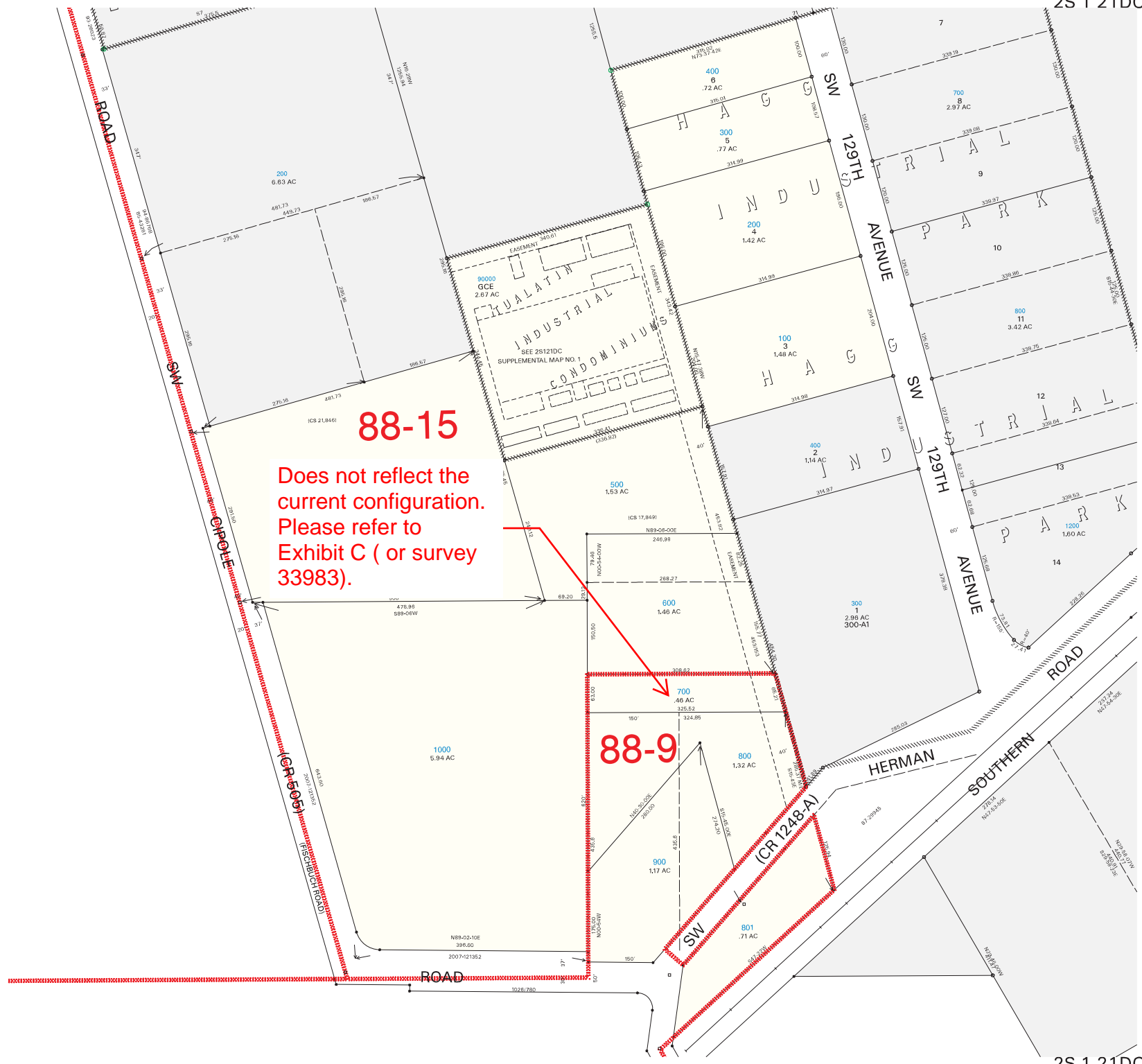


Cancelled Taxlots For: 2S121DC  
 1200,1300.



**PLOT DATE: January 28, 2015**  
**FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE**

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.



**88-15**  
 Does not reflect the current configuration. Please refer to Exhibit C ( or survey 33983).

**88-9**

(ICR 1248-A)

<b>NAME OF DOCUMENT FOR RECORDING:</b> <b>Waiver Of Rights And Remedies</b> Grantor: (Petitioner(s))  Grantee: City of Tualatin Consideration: None. Tax Statement to be mailed to: No change.  <u>After Recording, Return To:</u> City of Tualatin, Attn: City Recorder, 18880 SW Martinazzi, Tualatin, OR 97062	<i>(For County Recording Use Only)</i>
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**MEASURE 37 & 49 WAIVER OF RIGHTS AND REMEDIES**

Cipole Properties LLC

**Whereas**, Patrick J Larson ("Petitioner", including collectively all petitioners) has petitioned to the City of Tualatin ("City") to commence certain proceedings, i.e., annexation, planning district change, and/or plan text amendment for the following described real property,

See attached legal description

**Whereas**, under Ballot Measure 37 (effective December 2, 2004), as amended by Ballot Measure 49 (effective December 6, 2007), a property owner may seek just compensation or waiver of certain land use regulations if a public entity enacts or enforces the land use regulations after the property owner acquired the property; and

**Whereas**, Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances; and

**Whereas**, City does not wish to approve the Petitioner's requested proceedings if such approval could result in the owner or the owner's successors or assigns filing a claim for compensation for the land use regulations in effect upon the effective date of the proceedings or a claim seeking to require the City to waive its land use regulations, which are being newly imposed upon the property as a result of the Petitioner's requested proceedings; and

**Whereas**, Petitioner wishes to obtain the City's approval of Petitioner's requested proceedings and therefore agrees to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

Now, therefore, Petitioner warrants that the Petitioner executing this Waiver Agreement holds the full and complete present ownership or any interest therein in the property, and agrees as follows:

1. As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Annexation, planning district change, and/or plan text amendment which may include designation of the property as subject to additional applicable land use regulations and overlay zones and districts, which may include, but are not limited to the Mixed Use Commercial Overlay District, Industrial Business Park Overlay District, Flood Plain District, Wetlands Protection District, Greenway Protection Overlay District and Natural Areas, and/or design districts ("proceedings"), the undersigned Petitioner, on behalf of Petitioner, Petitioner's heirs, devisees, executors, administrators, successors and assigns, agrees and covenants to the City of Tualatin, its officers, agents, employees and assigns that the Petitioner hereby waives, releases and

forever discharges, and agrees that Petitioner shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 37 (2004) and Ballot Measure 49 (2007) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from city land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.

2. This covenant, waiver, release, and discharge binds the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This covenant, waiver, release, and discharge will run with the land, and this instrument or a memorandum of it may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Waiver filed by the City of Tualatin.
3. If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Petitioner acknowledges that the proceedings may be initiated by the City of Tualatin at any time in the discretion of the City and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
4. This document is executed of my own free will and without duress. I/we respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect our legal rights and remedies.

DATED this 10 day of February, 2022

 <hr/> <i>(signature)</i>	<hr/> <i>(signature)</i>
Petitioner Name: <u>Patrick J Larson - Cipole Properties LLC</u>	Petitioner Name: <hr/>
Date Signed: <u>2/10/2022</u>	Date Signed: <hr/>



Petitioner (corporation, etc.) Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Name of Signor: \_\_\_\_\_  
Office/Title of Signor: \_\_\_\_\_

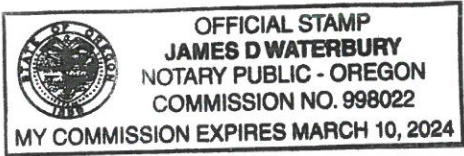
State of Oregon \_\_\_\_\_ )  
County of Washington )

On this 10<sup>th</sup> day of February, 2022, before me the undersigned Notary Public, personally appeared

Pat Larson

(Name of Petitioners signing; not Notary name)

- Personally known to me
- Proved to me on the basis of satisfactory evidence
- To be the person who executed the within instrument
- As \_\_\_\_\_ or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal <i>(Do not write outside of the box)</i>	Place Notary Seal Below
Notary Signature: <u>Jim Waterbury</u> Notary name (legible): <u>Jim Waterbury</u>	

This document is accepted pursuant to authority and approved for recording.

City of Tualatin, Oregon

\_\_\_\_\_  
City Manager

## CERTIFICATION OF SIGN POSTING



The applicant must provide and post a sign pursuant to Tualatin Development Code (TDC 32.150). The block around the word "NOTICE" must remain purple composed of the RGB color values Red 112, Green 48, and Blue 160. A template is available at:

<https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>

**NOTE:** For larger projects, the Community Development Department may require the posting of additional signs in conspicuous locations.

---

As the applicant for the \_\_\_\_\_ ANN22-0001 \_\_\_\_\_ project,  
I hereby certify that on this day, 04/18/2022 sign(s) was/were posted on the subject property in  
accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Tony Mills, AKS Engineering & Forestry, LLC  
(Please Print)

Applicant's Signature: Anthony B. Mills

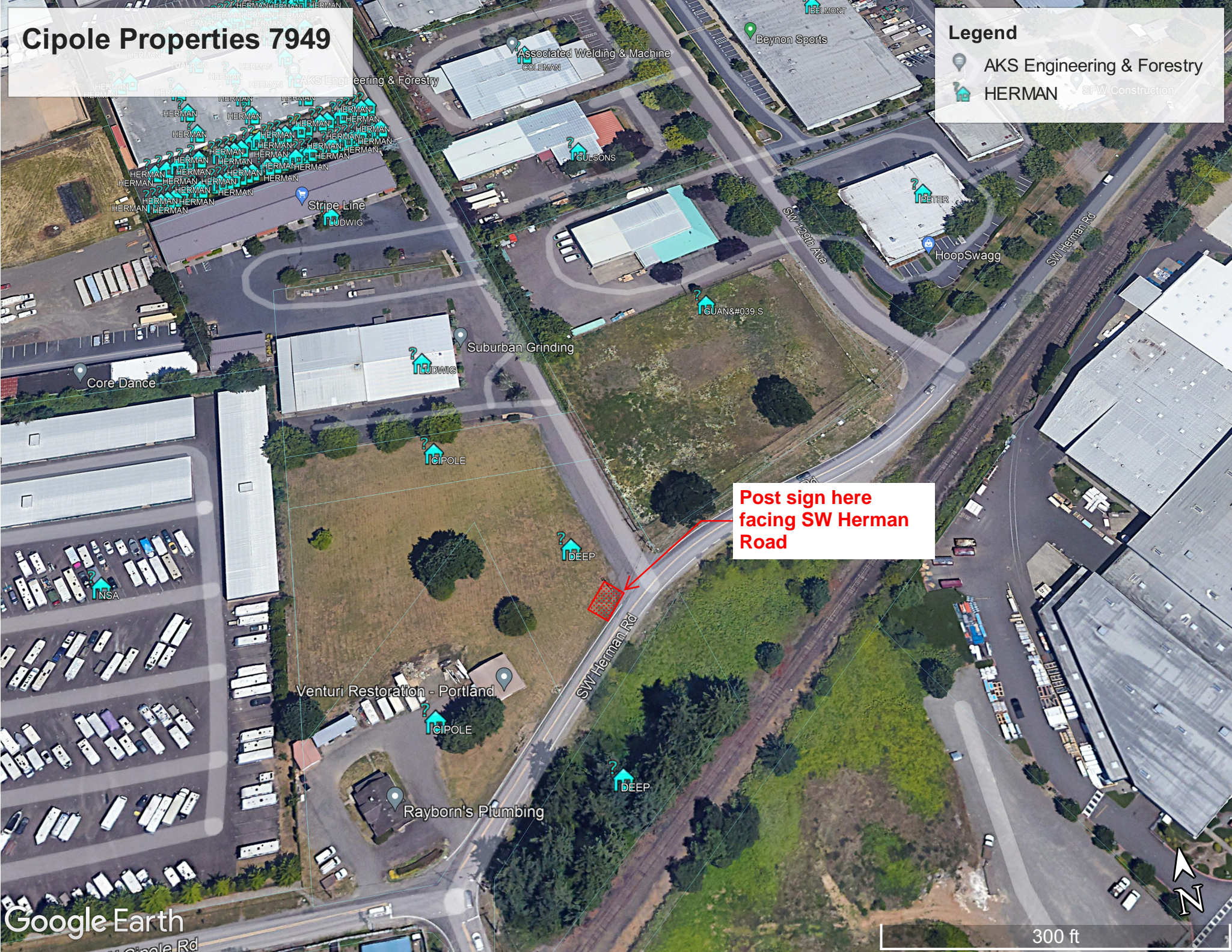
Date: 04/18/2022



# Cipole Properties 7949

**Legend**

- AKS Engineering & Forestry
- HERMAN
- SPW Construction



**Post sign here  
facing SW Herman  
Road**





**NOTICE**

**ANNEXATION  
ANN-[22]-0001**

For more information call  
503-691-3026 or visit  
[www.tualatinoregon.gov](http://www.tualatinoregon.gov)



## Tony Mills

---

**From:** Tony Mills  
**Sent:** Monday, March 14, 2022 12:08 PM  
**To:** riverparkcio@gmail.com; jasuw7@gmail.com; famtunstill1@frontier.com; dan@danhardyproperties.com; katepinamonti@hotmail.com; jraikoglo@aol.com; daniel@bachhuber.co; cio.east.west@gmail.com; doug\_ulmer@comcast.net; dana476@gmail.com; mcrowell248@comcast.net; tualatinmidwestcio@gmail.com; tmpgarden@comcast.net; MartinazziWoodsCIO@gmail.com; solson.1827@gmail.com; delmoore@frontier.com; jamison.l.shields@gmail.com; claudia.sterling@comcast.net; janet7531@gmail.com; roydloop@gmail.com; edkcnw@comcast.net; jmakarowsky@comcast.net; patricia.parsons@ctt.com; rwcleanrooms@gmail.com; byromcio@gmail.com; pdxalex@icloud.com; mwestenhaver@hotmail.com; humphreysusan10@gmail.com; deb.fant@gmail.com; tualatincommercialcio@gmail.com; tualatincommercialcio@gmail.com; scottm@capacitycommercial.com; scottm@capacitycommercial.com; famtunstill1@frontier.com; brian@box2.com  
**Cc:** tualatincio@gmail.com; mgeorge@tualatin.gov; mgeorge@tualatin.gov; Erin Engman  
**Subject:** Cipole Properties, LLC Neighborhood Meeting (Annexation and Architectural Review)  
**Attachments:** 7949 20220310 Nhood Mtg. Letter.pdf

Good afternoon,

AKS Engineering & Forestry, LLC, is holding a neighborhood meeting regarding a ±1.44-acre property located northeast of SW Herman Road and SW Cipole Road (Tax Lot 700 of Washington County Assessor's Map 1S121DC) in Tualatin's General Manufacturing Planning District. The property is currently outside Tualatin's city limits in unincorporated Washington County. The project involves annexing the property into the City of Tualatin and requesting an Architectural Review for a ±14,000 square foot warehouse/manufacturing building. Before submitting a land-use application to the City of Tualatin, we would like to discuss the project with you in more detail.

This meeting aims to provide a forum for surrounding property owners to review and discuss the project before applying to the City. This meeting will allow you to share any specific information about the property involved. We will attempt to answer questions relevant to meeting development standards consistent with the City of Tualatin Land Development Code. This neighborhood meeting date is:

March 28, at 6:00 p.m.

Virtual Meeting

Please go to the project website to register for the meeting:

<https://www.aks-eng.com/cipole-properties/>

Please note that this meeting will be an informational meeting on preliminary plans. These plans may be altered before the submittal of the application to the City. Depending upon the type of land use action required, you may receive official notice from the City of Tualatin requesting that you participate with written comments, and/or you may have the opportunity to attend a public hearing.

Any written comments or testimony can be submitted to me via email or mailed to the listed address below. Written comments will be read allowed during the neighborhood meeting.

Please let me know if you have any questions.

Best regards,

March 14, 2022



**RE: Neighborhood Review Meeting  
Annexation and Architectural Review**

Dear Property Owner/Neighbor:

AKS Engineering & Forestry, LLC, is holding a neighborhood meeting regarding a  $\pm 1.44$ -acre property located northeast of SW Herman Road and SW Cipole Road (Tax Lot 700 of Washington County Assessor's Map 1S121DC) in Tualatin's General Manufacturing Planning District. The property is currently outside Tualatin's city limits in unincorporated Washington County. You can see a map of the location on the back of this letter. The project involves annexing the property into the City of Tualatin and requesting an Architectural Review for a  $\pm 14,000$  square foot warehouse/manufacturing building. Before submitting a land-use application to the City of Tualatin, we would like to discuss the project with you in more detail.

This meeting aims to provide a forum for surrounding property owners to review and discuss the project before applying to the City. This meeting will allow you to share any specific information about the property involved. We will attempt to answer questions relevant to meeting development standards consistent with the City of Tualatin Land Development Code. This neighborhood meeting date is:

**March 28, at 6:00 p.m.**

**Virtual Meeting**

**Please go to the project website to register for the meeting:**

<https://www.aks-eng.com/cipole-properties/>

Please note that this meeting will be an informational meeting on preliminary plans. These plans may be altered before the submittal of the application to the City. Depending upon the type of land use action required, you may receive official notice from the City of Tualatin requesting that you participate with written comments, and/or you may have the opportunity to attend a public hearing.

I look forward to discussing this project with you. If you have questions but cannot attend, please feel free to contact me at 503-563-6151 or by email at [millst@aks-eng.com](mailto:millst@aks-eng.com).

Sincerely,

**AKS ENGINEERING & FORESTRY, LLC**

A handwritten signature in black ink that reads 'Anthony B. Mills'.

Tony Mills  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
503-563-6151 | [millst@aks-eng.com](mailto:millst@aks-eng.com)

Enclosure: Tax Map

cc: Erin Engman, City of Tualatin Community Development Department  
Cipole Properties, LLC

## AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON            )  
  ) SS  
COUNTY OF WASHINGTON )


I,           Mitchell Godwin           being first duly sworn, depose and say:

That on the   11th   day of   March  , 20   22  , I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

  
\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me this   11th   day of   March  , 20   22  .



  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:   JULY 19th, 2025  

RE: \_\_\_\_\_

# NOTICE

## NEIGHBORHOOD / DEVELOPER MEETING

03/28/2022 6:00 p.m.

Virtual Meeting:

<https://www.aks-eng.com/cipole-properties/>

503-563-6151



**CERTIFICATION OF SIGN POSTING**

<p><b>NOTICE</b></p> <p><b>NEIGHBORHOOD / DEVELOPER MEETING</b></p> <p>__/__/2010 __:__.m.</p> <p>SW _____</p> <p>503-__-__</p>
---

In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. The block around the word "NOTICE" must remain **orange** composed of the **RGB color values Red 254, Green 127, and Blue 0**. A PowerPoint template of this sign is available at: <https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>.

---

As the applicant for the Cipole Properties Warehouse/Manufacturing project, I hereby certify that on this day, March 17<sup>th</sup> sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Tony Mills, AKS Engineering & Forestry, LLC (Applicant's consultant)

(Please Print)

Applicant's Signature: \_\_\_\_\_

*Tony B. Mills*

Date: \_\_\_\_\_

03/14/22

# Attendee Report

<b>Report Generated:</b>	3/29/2022 8:28	
<b>Topic</b>	Webinar ID	
<b>Cipole Properties Industrial Neighborhood meeting</b>	841 8499 6828	
<b>Host Details</b>		
<b>Attended</b>	User Name (Original Name)	
<b>Yes</b>	Glen Southerland (Mimi Doukas)	
<b>Panelist Details</b>		
<b>Attended</b>	User Name (Original Name)	
<b>Yes</b>	Jeff Hunt	
<b>Yes</b>	Paul Sellke	
<b>Yes</b>	Pat Larson	
<b>Yes</b>	Tony Mills	
<b>Attendee Details</b>		
<b>Attended</b>	User Name (Original Name)	
<b>Yes</b>	Jamison Shields	
<b>Actual Start Time</b>	<b>Actual Duration (minutes)</b>	<b># Registered</b>
<b>3/28/2022 17:44</b>	<b>26</b>	<b>1</b>
<b>Email</b>	<b>Join Time</b>	<b>Leave Time</b>
mimid@aks-eng.com	3/28/2022 17:44	3/28/2022 18:10
<b>Email</b>	<b>Join Time</b>	<b>Leave Time</b>
jeff@rayborns.com	3/28/2022 18:03	3/28/2022 18:10
pauls@aks-eng.com	3/28/2022 17:56	3/28/2022 18:10
pat@rayborns.com	3/28/2022 17:59	3/28/2022 18:10
millst@aks-eng.com	3/28/2022 17:52	3/28/2022 18:10

**First Name**

Jamison

**Last Name**

Shields

**Email**

jamison.l.shields@gmail.com

**# Cancelled**

0

**Unique Viewers**

1

**Total Users**

6

**Max Concurrent Views**

0

**Time in Session (minutes)**

26

**Is Guest**

No

**Country/Region Name**

United States

**Time in Session (minutes)**

8

**Is Guest**

Yes

**Country/Region Name**

United States

15

Yes

United States

12

Yes

United States

18

Yes

United States

**Registration Time**

3/14/2022 19:20

**Approval Status**

approved

**Join Time**

3/28/2022 18:02

**Leave Time**

3/28/2022 18:10

TLID	OWNER1
2S128A000900	WADDILL JOHN
2S121C001400	UNITED STATES OF AMERICA
2S121DB00200	UNION WINE COMPANY
2S121DC90000	TUALATIN INDUSTRIAL CONDOS OWNERS OF ALL UNITS
2S128A000103	SHERWOOD SCHOOL DIST #88J
2S121DC00200	PURA PROPERTY LLC
2S121DD01200	PETER COTTONTAIL ENTERPRISES LLC
2S128B000700	OREGON STREET PARTNERS
2S121DC01000	NSA PROPERTY HOLDINGS LLC
2S128A000600	NORTHWEST NATURAL GAS CO
2S121DC01100	MACHINE SPECIALTIES INC
2S121DC00500	LUDWIG LARRY W & LUDWIG JUDY K
2S128A000800	LUDWIG JASON L
2S128A000700	JNA PROPERTIES LLC
2S128A001500	JK PROPERTY LLC
2S121DC00400	JCBAY LLC
2S121DB00700	JC HOLDINGS LLC
2S121DC00300	JABSHOP LLC
2S121D000301	HERMAN RV STORAGE LLC
2S121DC99097	HERMAN CONDO LLC
2S121DB00300	HAGG FAMILY TRUST
2S121DD00400	GULSONS
2S121DD00300	GUAN'S OREGON LLC
2S121D000600	GRAY ROBERT A TRUST
2S128A000100	FORE-SIGHT BALBOA LLC
2S121DD00201	EXETER 19855 SW 124TH LP
2S128A001600	ENSTROM PATRICK LEE
2S121DC00800	DEEP VALLEY LLC
2S121DC00100	COLEMAN STEVEN R & COLEMAN SANDRA J & COLEMAN MATTHEW J ET AL
2S121C001202	CIPOLE ROAD HOLDINGS LLC
2S121DC00700	CIPOLE PROPERTIES LLC
2S121DC00900	CIPOLE FARMHOUSE LLC
2S121DD00800	BELMONT PROPERTY LLC & JAMFEE3 LLC

**OWNER2**

US FISH & WILDLIFE SERVICE LANDS DIVNWRSLNDS: CHARLES PARROTT

BELMONT PROPERTY LLC  
& JAMFEE3 LLC  
PO BOX 23025  
PORTLAND, OR 97281

CIPOLE FARMHOUSE LLC  
19990 SW CIPOLE RD  
TUALATIN, OR 97062

CIPOLE PROPERTIES LLC  
PO BOX 69  
TUALATIN, OR 97062

CIPOLE ROAD HOLDINGS LLC  
19785 SW CIPOLE RD  
SHERWOOD, OR 97140

COLEMAN STEVEN R & COLEMAN SANDRA  
J & COLEMAN MATTHEW J ET AL  
30600 S ARROW CT  
CANBY, OR 97013

DEEP VALLEY LLC  
PO BOX 69  
TUALATIN, OR 97062

ENSTROM PATRICK LEE  
9304 SW 51ST  
PORTLAND, OR 97219

EXETER 19855 SW 124TH LP  
101 W ELM ST STE 600  
CONSHOHOCKEN, PA 19428

FORE-SIGHT BALBOA LLC  
20400 SW CIPOLE RD  
TUALATIN, OR 97062

GRAY ROBERT A TRUST  
7823 SW KINGFISHER WAY  
PORTLAND, OR 97224

GUAN'S OREGON LLC  
16315 SW BARROWS RD #105A  
BEAVERTON, OR 97007

GULSONS  
307 LEWERS ST 6TH FLOOR  
HONOLULU, HI 96815

HAGG FAMILY TRUST  
19100 SW 129TH AVE  
TUALATIN, OR 97062

HERMAN CONDO LLC  
12965 SW HERMAN RD #100  
TUALATIN, OR 97062

HERMAN RV STORAGE LLC  
12965 SW HERMAN RD #100  
TUALATIN, OR 97062

JABSHOP LLC  
4850 E PLACITA PROVIDA  
TUCSON, AZ 85718

JC HOLDINGS LLC  
12111 SW MALLOY WAY  
SHERWOOD, OR 97140

JCBAY LLC  
19435 SW 129TH AVE  
TUALATIN, OR 97062

JK PROPERTY LLC  
PO BOX 37  
TUALATIN, OR 97062

JNA PROPERTIES LLC  
19975 SW CIPOLE RD  
SHERWOOD, OR 97140

LUDWIG JASON L  
19445 SW CIPOLE RD  
SHERWOOD, OR 97140

LUDWIG LARRY W & LUDWIG JUDY K  
PO BOX 473  
TUALATIN, OR 97062

MACHINE SPECIALTIES INC  
19730 CIPOLE RD #1  
TUALATIN, OR 97062

NORTHWEST NATURAL GAS CO  
220 NW 2ND AVE  
PORTLAND, OR 97209

NSA PROPERTY HOLDINGS LLC  
5005 MEADOWS RD STE 420  
LAKE OSWEGO, OR 97035

OREGON STREET PARTNERS  
PO BOX 1000  
SHERWOOD, OR 97140

PETER COTTONTAIL ENTERPRISES LLC  
PO BOX 1938  
WILSONVILLE, OR 97070

PURA PROPERTY LLC  
28742 SW PETES MOUNTAIN RD  
WEST LINN, OR 97068

SHERWOOD SCHOOL DIST #88J  
23295 SW MAIN ST  
SHERWOOD, OR 97140

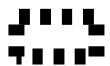
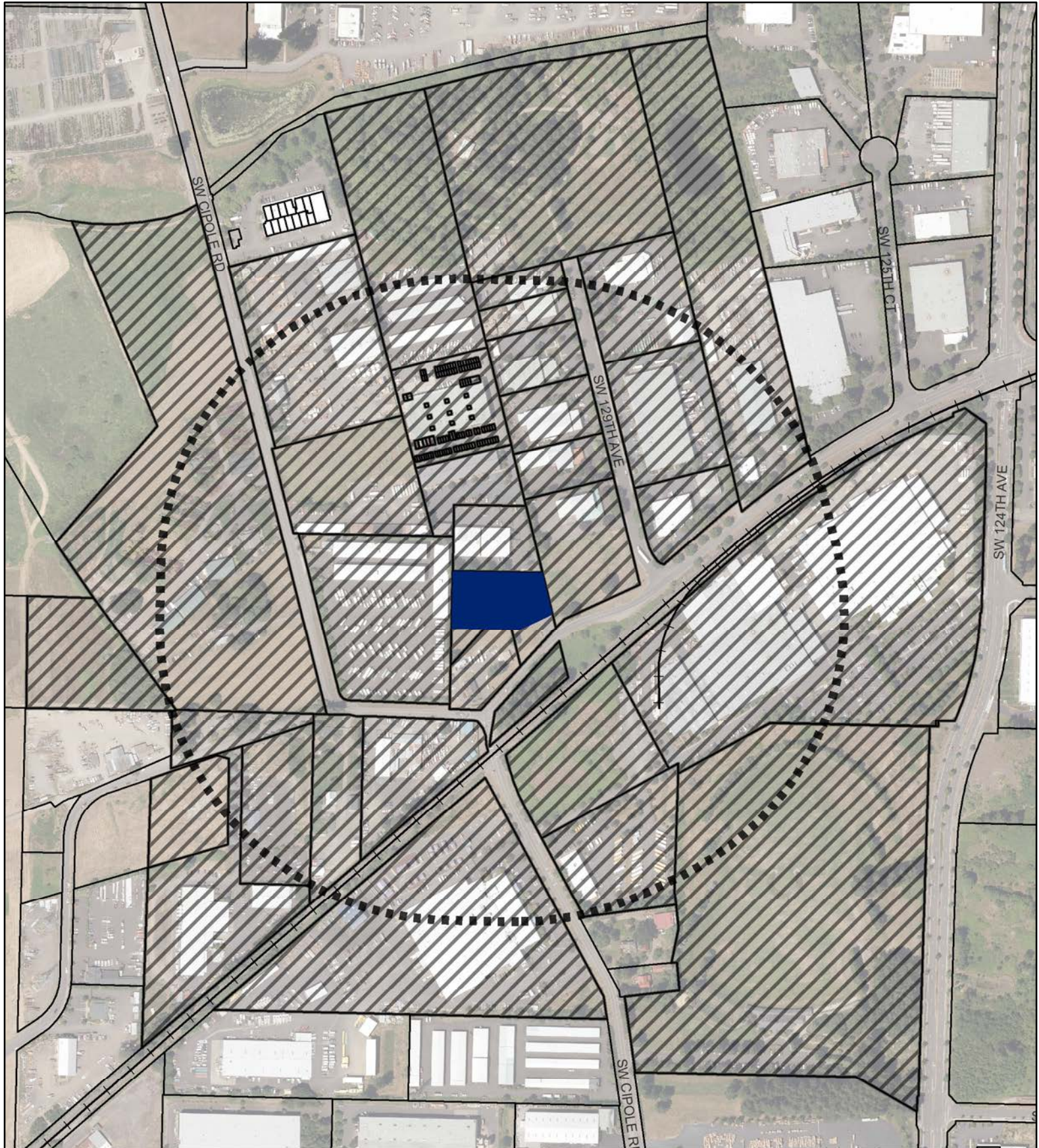
UNION WINE COMPANY  
PO BOX 370  
SHERWOOD, OR 97140



USA FISH & WILDLIFE SERVICE LANDS  
DIVNWRS/LNDS: CHARLES PARROTT  
911 NE 11TH AVE  
PORTLAND, OR 97232

WADDILL JOHN  
PO BOX 1464  
COOS BAY, OR 97420





1000' Buffer



Selected Taxlots







## CIPOLE PROPERTIES, LLC

### SW Herman & Cipole Road Pre-Application Meeting Summary

Thank you for discussing your proposed industrial development project. Below you will find a summary of our discussion points. If there is anything else from our meeting that you wish to document, please respond with your notes as well. Thank you.

#### Required Land Use Reviews

Submit electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>.

#### Neighborhood/Developer meeting

- Holding a Neighborhood/Developer meeting is required for both Annexation and Architectural Review applications. The same meeting may be used for both applications.
- Neighborhood/Developer meetings should generally be held no more than six months prior to application. More detailed information about this meeting, is online here: <https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings>
- Applicants are responsible for mailing and posting notice of your Neighborhood Developer meeting. The City can provide a list of addresses for your notice letters. This mailing list includes neighboring property owners, but communicating with your current residents is also encouraged to proactively address concerns. Please email us at [planning@tualatin.gov](mailto:planning@tualatin.gov) to request a Mailing List for a \$32 fee.

#### Annexation:

- Type IV procedure, subject to City Council hearing and adoption. Within 45-days of determining an annexation application is complete, a public hearing date will be set before the City Council. Council meetings are held virtually on the 2nd and 4th Monday of each month, beginning at 7:00 pm.
- Findings regarding proposed connection to public sanitary sewer, stormwater, and water systems should be described in your narrative. Further comments regarding the available systems are under Public Utilities below.
- Work with Washington County Assessment and Taxation's Cartography staff to certify legal description, map, and property ownership: <https://www.co.washington.or.us/AssessmentTaxation/GISCartography/index.cfm>
- Provide Metro filing fee as a separate check made out to "Metro" with annexation application. For fee schedule, refer to: <https://www.oregonmetro.gov/tools-partners/data-resource-center/annexation-and-boundary-change-information>
- Application packet: <https://www.tualatinoregon.gov/planning/annexation-ann-application>

- Examples of recent annexation applications are found on our projects website:  
[https://www.tualatinoregon.gov/projects?term\\_node\\_tid\\_depth=All&field\\_project\\_status\\_value=All&field\\_project\\_type\\_tid=All&keys=ANN](https://www.tualatinoregon.gov/projects?term_node_tid_depth=All&field_project_status_value=All&field_project_type_tid=All&keys=ANN)

### **Architectural Review Application:**

Type II Land Use Decision – See [TDC 33.020\(3\)](#)

[https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar\\_instructions\\_2019\\_withforms.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar_instructions_2019_withforms.pdf)

Type II AR applications and examples for industrial development found here:

<https://www.tualatinoregon.gov/planning/ar-21-0012-manhasset-industrial>

Criteria to address for your AR narrative includes:

- **Tualatin Municipal Code:**
  - [03-02: Sewer Regulations;](#)
  - [03-03: Water Service;](#)
  - [03-05: Soil Erosion, Surface Water Management, Water Quality Facilities, and Building & Sewers;](#)
- **Tualatin Development Code:**
  - [32: Procedures;](#)
  - [33.020: Architectural Review;](#)
  - [33.110: Tree Removal Permit/Review;](#)
  - [61: General Manufacturing Zone;](#)
  - [63: Industrial Uses – Environmental Regulations;](#)
  - [73A, 73B, and 73C: Design Standards;](#)
  - [74: Public Improvements](#)
  - [75: Access Management](#)

### **Type II Timeline:**

- At the applicant’s risk, an AR application may be submitted while the Annexation application is being processed. Please note that the AR application would be deemed incomplete, notwithstanding any other completeness items upon submittal, and not deemed complete until after the annexation is approved, and the city has jurisdiction of the property, regardless of whether other identified completeness items have previously been satisfied.
- Decided by staff:
  - 30 day Completeness Review
  - Staff issues Notice of Application after application is deemed complete:
    - 14 day comment period
    - Those who comment gain standing for potential appeal
  - Draft decision shared with applicant and property owner within 60 days of complete application
  - Notice of Decision:
    - 14 day appeal period – opportunity to appeal decision to City Council

## Required Service Provider Letters

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal. For more information, see <http://www.cleanwaterservices.org/permits-development/step-by-step-process/environmental-review/>

Coordination with Republic Services, the City's waste disposal service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with John Olivares, Operations Manager: [jolivares@republicservices.com](mailto:jolivares@republicservices.com) and (503) 826-7139.

Coordination with TVF&R, the City's emergency and fire protection service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with TVF&R: <https://www.tvfr.com/FormCenter/Public-Records-7/Service-provider-permit-for-Tualatin-73>

## Highlighted Site Design Standards

Permitted and conditional uses are listed in [Table 61-1](#), and use categories are described in [Chapter 39](#). Manufacturing and warehousing are permitted within the MG zone; however a conditional use permit is required for the warehousing of building materials and supplies.

- [Table 61-2](#): Parking and Circulation Areas require a minimum setback of 5 feet; no minimum setback required adjacent to joint access approach in accordance with TDC 73C.
- [Ordinance 1463-21](#): *Front Lot Line*. A lot line that abuts a street. If two or more lot lines abut a street, the shortest of the lot lines is the front lot line; if two or more lot lines of equal length abut a street, the front line is the lot line that abuts the street of the lower functional classification; and if two or more lot lines are of equal length and abut streets of the same functional classification, any of the lot lines that abut a street can be designated the front lot line.  
[TDC 73A.500\(1\)](#): Walkways must be provided between the main building entrances and other on-site buildings, accessways, and sidewalks along the public right-of-way;
- [TDC 73B.020\(3\)](#): The MG zones requires a minimum of 15% landscaping of the total area to be developed.
- [TDC 73B.060\(1\)](#): Minimum 5-foot-wide landscaped area must be located along all building perimeters viewable by the general public from parking lots or the public right-of-way, but the following may be used instead of the 5-foot-wide landscaped area requirement
- [TDC 73C.20\(4\)](#) Landscape island required for every eight continuous parking stalls
- [TDC 73D.010\(1\)](#): The requirements of the waste and recyclables management standards apply to all new industrial developments.

### Tree Removal:

Four or fewer trees may be removed within a single calendar year from a single parcel of property or contiguous parcels of property under the same ownership without a permit. Tree is defined as: a living, standing, woody plant having a trunk eight inches or more in diameter, widest cross section, at a point four feet above mean ground level.

If required, tree removal is reviewed under the Architectural Review application. A tree preservation plan and a tree assessment report prepared by a certified arborist are required to address the approval criteria for tree removal found in [TDC 33.110\(5\)](#).

#### **Natural resources:**

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal. For more information, see <http://www.cleanwaterservices.org/permits-development/step-by-step-process/environmental-review/>

#### **Public Utilities and Other Site Development**

- Request available public utility as-builts by emailing [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov).
- Apply for Tualatin Erosion Control, Public Works, and Water Quality Permits electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>.
- An Erosion Control permit is required from Tualatin for projects disturbing over 500 square feet.
  - Additionally if between one and five acres are disturbed, a 1200CN is needed from CWS.
  - If over five acres are disturbed, a 1200C is needed from DEQ.
- A Water Quality Permit is needed for construction and modification of public and private impervious areas. The permit will include wetland mitigation/revegetation required by CWS SPL in addition to treatment, detention as required for conveyance, and hydromodification per CWS D&CS Ch 4.
  - Include all private stormwater treatment and conveyance within a maintenance agreement including existing facilities.
  - For water quality permit application completeness submit stormwater plans and calculations certified by an Oregon registered, professional engineer in accordance with TMC 3-5-390(1) proving proposed systems:
    - In accordance with TMC 3-5-200 through 3-5-430, TDC 74.630 and 74.650, Public Works Construction Code (PWCC), and Clean Water Services' (CWS) Design and Construction Standards (D&CS) Chapter 4.
    - Show onsite facilities for proposed new and modified impervious areas.
    - Address runoff from all new and modified private impervious areas.
    - Treat new and modified impervious areas in accordance with CWS D&CS 4.08.1.d meeting phosphorous removal in accordance with TMC 3-5-350 per the design storm in accordance with TMC 3-5-360 and CWS D&CS 4.08.2.
    - Detain up to the 25 year storm event in accordance with the Leveton Drainage Basin, TMC 3-5-220, TMC 3-5-230, and CWS D&CS 4.08.
    - Accommodate hydromodification in accordance with CWS D&CS 4.03.5.
    - Include conveyance calculations that accommodates up to a 25-year storm event with 100-year overland flow to the public stormwater system in accordance with TDC 74.640 and CWS D&CS 5.05.2.d.
      - Downstream evaluation with a maximum of 82% capacity within public lines per [TMC 3-5-210 - Review of Downstream System](#)
    - Demonstrate compliance with the Clean Water Services' Service Provider Letter CWS conditions sufficient to obtain a Stormwater Connection Permit Authorization Letter in accordance with TDC 74.650(2) and CWS D&CS 3.01.2(d).



- If the proposed water quality facility includes infiltration in the design, a Geotech/soil/infiltration report will need to be submitted to Engineering for a complete land use application.
- A Public Works Permit is needed for any sanitary sewer, stormwater, or water line work within right-of-way or public easements.
  - Public sanitary sewer is to the southeast of this site near SW Herman Road. A private lateral within a private easement may be a proposed opportunity.
  - Public stormwater lines exist within SW 129<sup>th</sup> Avenue. You may evaluate extension of a public line within SW Herman Road to serve this site including any additional private detention or upgrading existing downstream conveyance.
    - The draft stormwater master plan doesn't propose any projects for SW 129th Avenue  
[https://www.tualatinoregon.gov/sites/default/files/fileattachments/engineering/page/51931/draft-final\\_tualatin\\_stormwater\\_master\\_plan\\_feb2020-web.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/engineering/page/51931/draft-final_tualatin_stormwater_master_plan_feb2020-web.pdf)
  - A public water line exists along the east side of this site.
- Driveways must be a minimum of 150 feet from the intersection of SW Cipole Road and SW Herman Road and a maximum of 40 feet wide. [TDC 75.040. - Driveway Approach Requirements](#)
- Hydraulic Modeling is required for over 48,300 square footage of new building area, 870 gallons/acre/day use, and/or more than 49 residential units. Hydraulic Modeling may be requested in advance of application for a land use to confirm availability and requirements, but may need to be updated depending on changes due to conditions of approval. When submitting a modeling application include:
  - Requirements/alternatives allowed by Tom Mooney, TVF&R (503) 259-1419; [thomas.mooney@tvfr.com](mailto:thomas.mooney@tvfr.com)
  - Hydrant flow test results. Request testing via <https://www.tualatinoregon.gov/publicworks/hydrant-flow-tests>. For questions contact Terrance Leahy, Water Division Manager, (503) 691-3095; [tleahy@tualatin.gov](mailto:tleahy@tualatin.gov)
  - After submittal Staff will coordinate with you regarding payment of the fee per the current [fee schedule](#). (Currently \$300/building)

### Transportation and Site Access

- Your transportation engineer must email Mike McCarthy, Principal Traffic Engineer, [mmccarthy@tualatin.gov](mailto:mmccarthy@tualatin.gov) (please also copy [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov)) to confirm proposed Traffic Impact Analysis scope including site plan, building sizes, etc. and estimated trip generation. Staff will coordinate with any other applicable agencies and jurisdictions. Mike may also be reached at (503) 691-3674.

### Fire

- Drew Dubois, TVF&R (503) 259-1404; [drew.debois@tvfr.com](mailto:drew.debois@tvfr.com)
- Flow testing: Terrance Leahy, Water Division Manager, (503) 691-3095; [tleahy@tualatin.gov](mailto:tleahy@tualatin.gov)

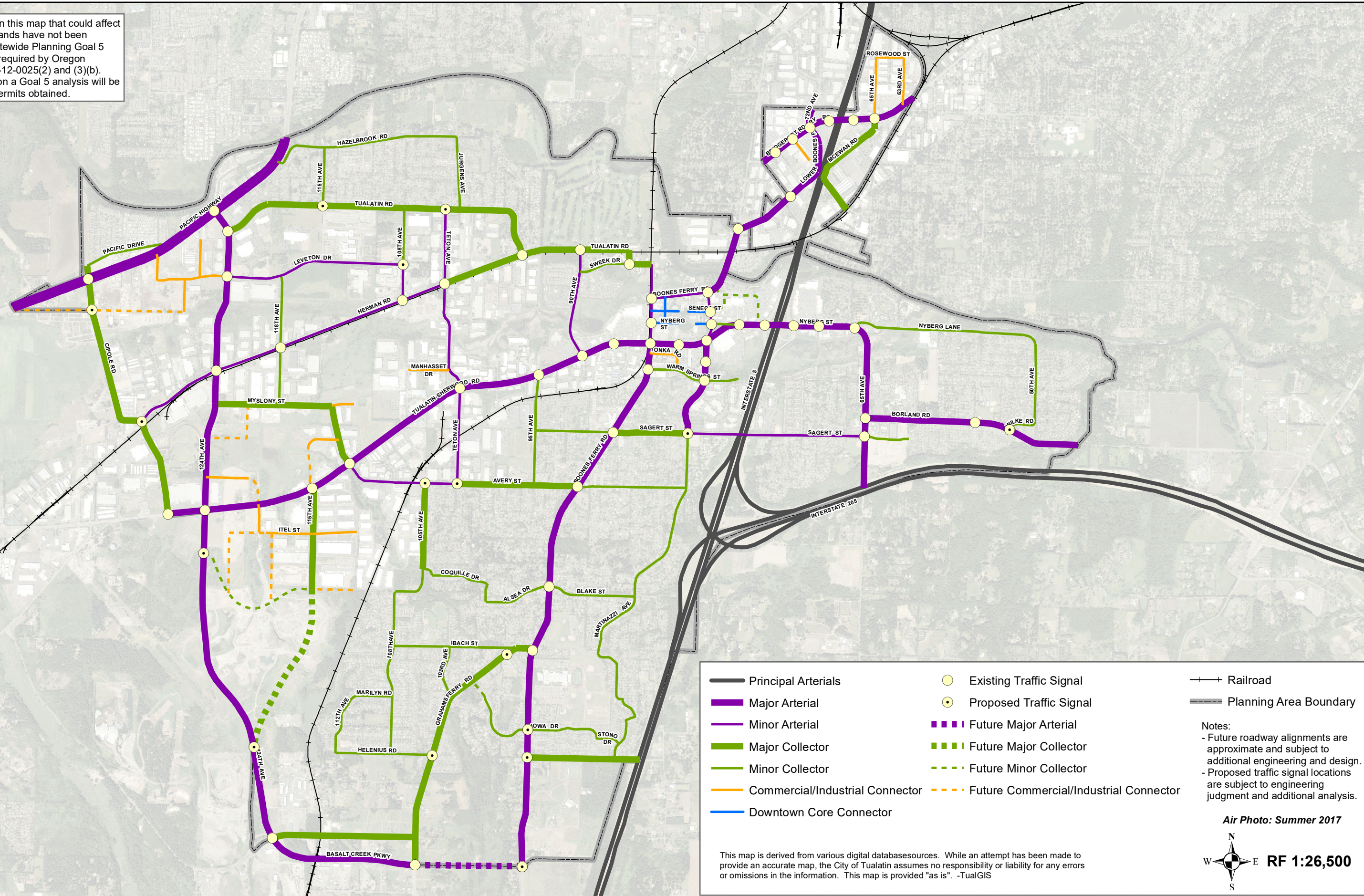
### Building

- At the conclusion of the AR appeal period, please contact Building Services at (503) 691-3044 to schedule a pre-submittal meeting to discuss the permit process with Building Division staff.
- Current fee schedule: <https://www.tualatinoregon.gov/finance/fee-schedule>
- For calculating SDC fees, please work with Lauren Gonzalez, [lgonzalez@tualatin.gov](mailto:lgonzalez@tualatin.gov)



# Map 8-1: Functional Classification and Traffic Signal Plan

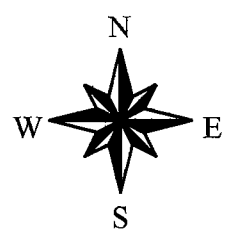
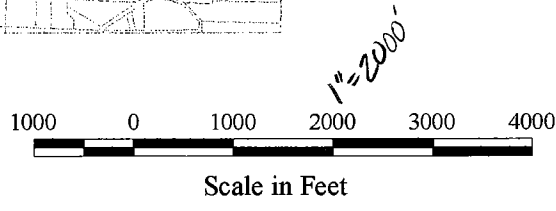
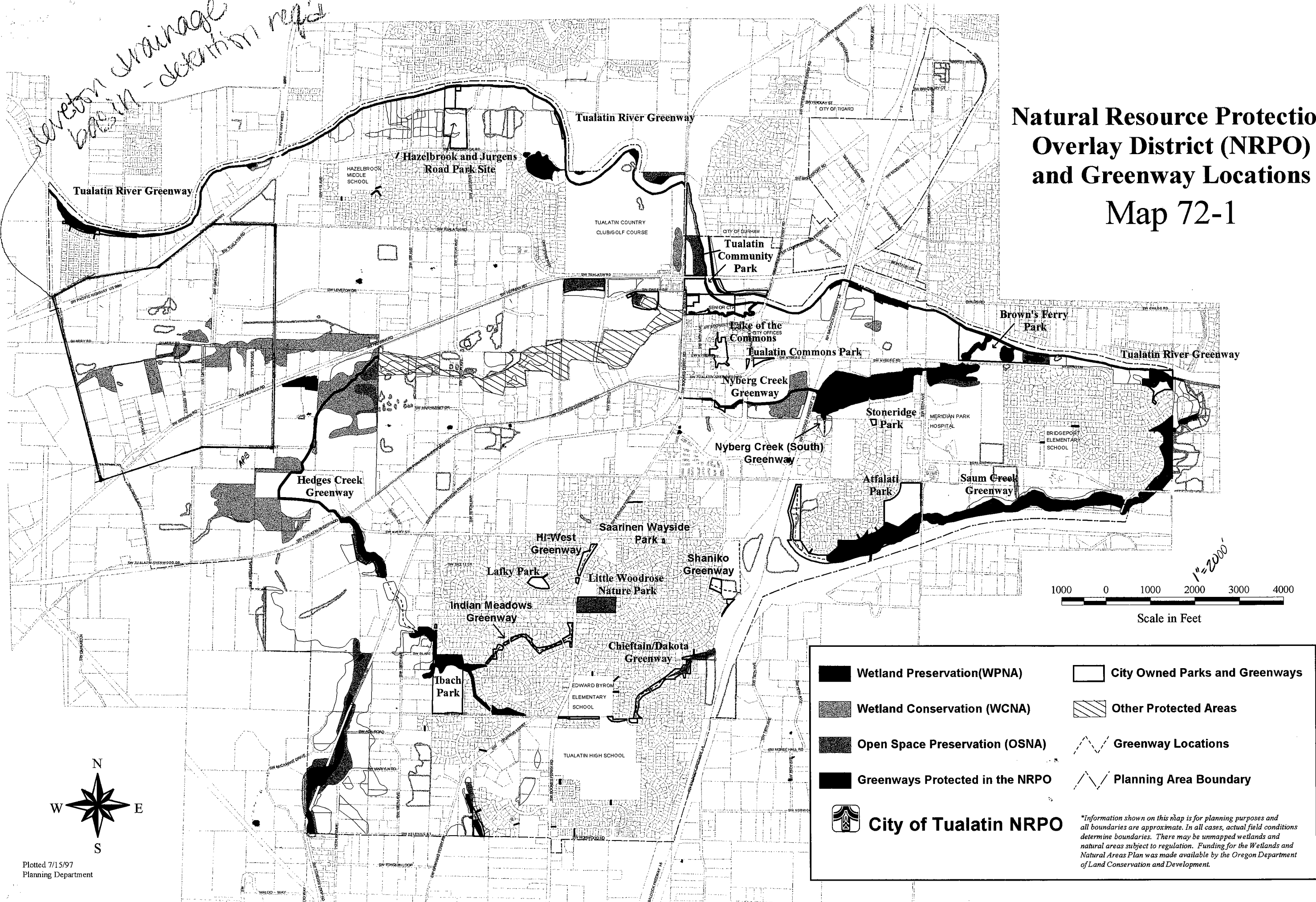
The projects embodied in this map that could affect rivers, streams and wetlands have not been analyzed in terms of Statewide Planning Goal 5 (Natural Resources) as required by Oregon Administrative Rule 660-12-0025(2) and (3)(b). Thus, prior to construction a Goal 5 analysis will be completed and proper permits obtained.





# Natural Resource Protection Overlay District (NRPO) and Greenway Locations Map 72-1

*Levee basin - detention req'd*



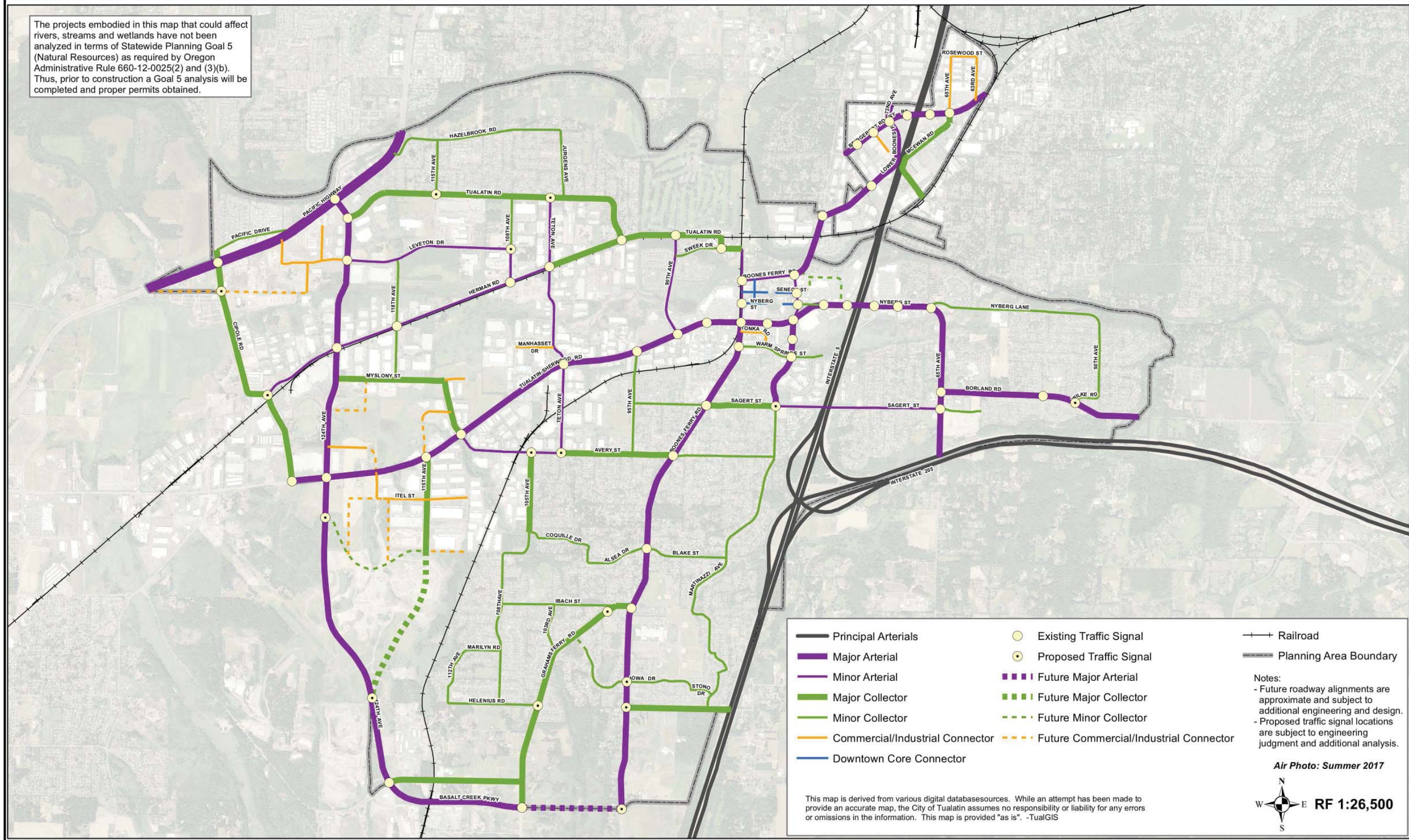
Plotted 7/15/97  
Planning Department

	Wetland Preservation (WPNA)		City Owned Parks and Greenways
	Wetland Conservation (WCNA)		Other Protected Areas
	Open Space Preservation (OSNA)		Greenway Locations
	Greenways Protected in the NRPO		Planning Area Boundary
	<b>City of Tualatin NRPO</b>	<p><i>*Information shown on this map is for planning purposes and all boundaries are approximate. In all cases, actual field conditions determine boundaries. There may be unmapped wetlands and natural areas subject to regulation. Funding for the Wetlands and Natural Areas Plan was made available by the Oregon Department of Land Conservation and Development.</i></p>	



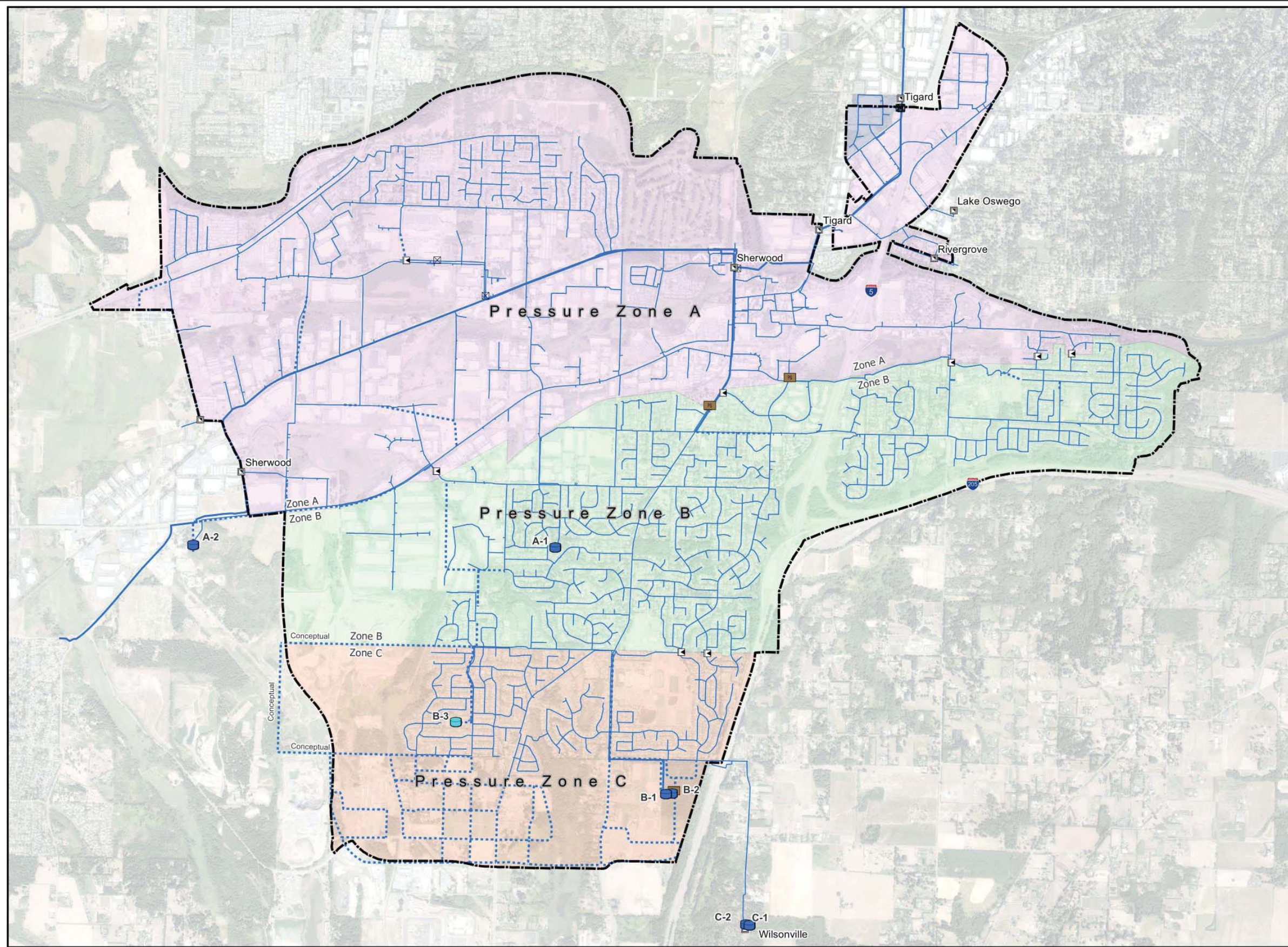
# Map 8-1: Functional Classification and Traffic Signal Plan















The projects embodied in this map that could affect rivers, streams and wetlands have not been analyzed in terms of Statewide Planning Goal 5 (Natural Resources) as required by Oregon Administrative Rule 660-12-0025(2) and (3)(b). Thus, prior to construction a Goal 5 analysis will be completed and proper permits obtained.





City of Tualatin  
Water System Master Plan  
Map 9-1



-  Pump Stations
-  Pressure Reducing Valve
-  Pressure Reducing-Sustaining Valve
-  Existing Reservoirs
-  Future Reservoirs
-  Water System Interties
-  Transmission Lines
-  Distribution System
-  Future System Improvements
-  A-Level
-  B-Level
-  C-Level
-  Bridgeport
-  Planning Area Boundary










RF 1:26,500

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



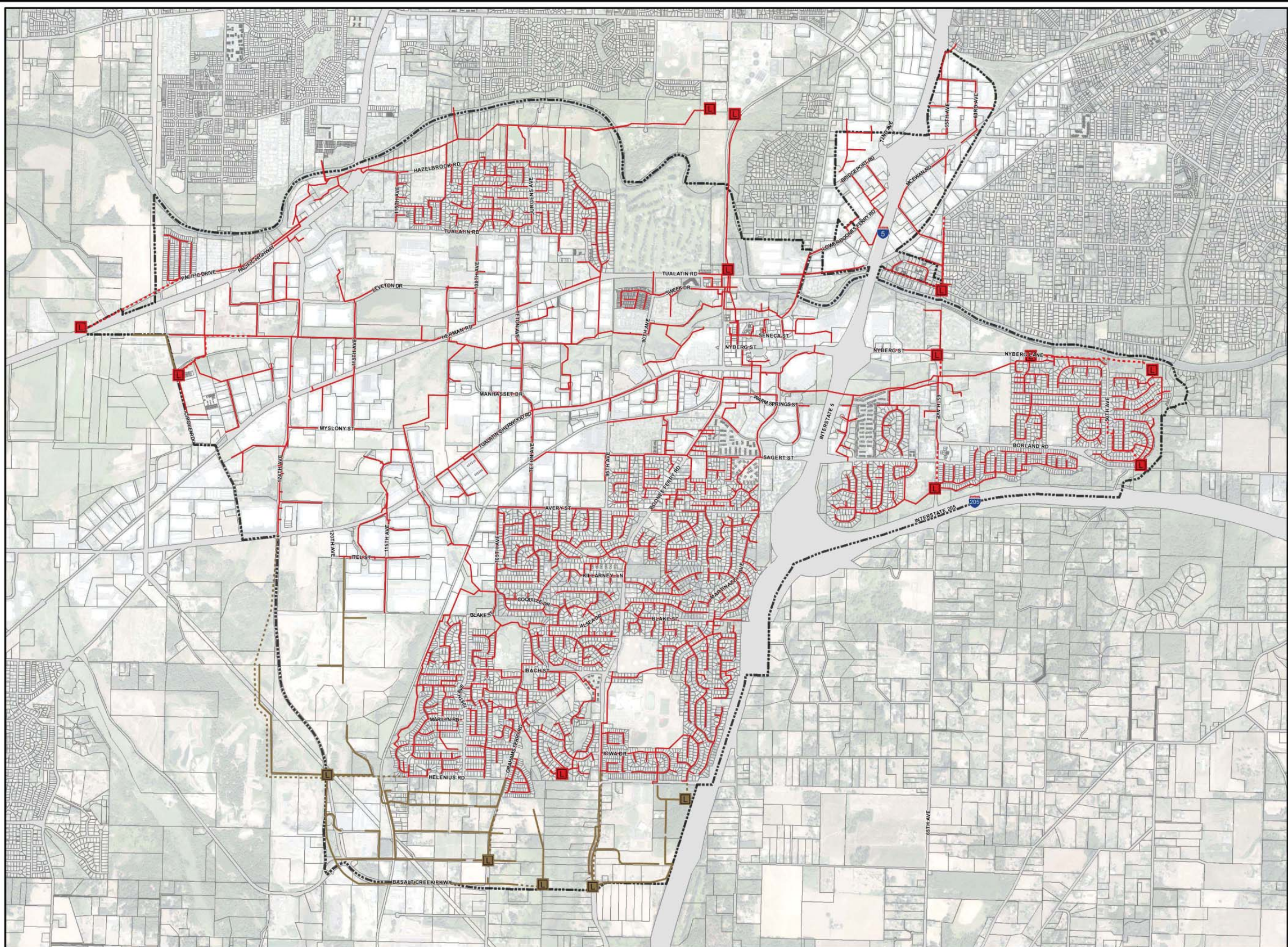
City of Tualatin  
Sewer System Master Plan  
Map 9-2

-  Conceptual Lift Station
-  Lift Station
-  Gravity Pipe
-  Force Main
-  Conceptual Gravity Pipe
-  Conceptual Force Main
-  Planning Area Boundary



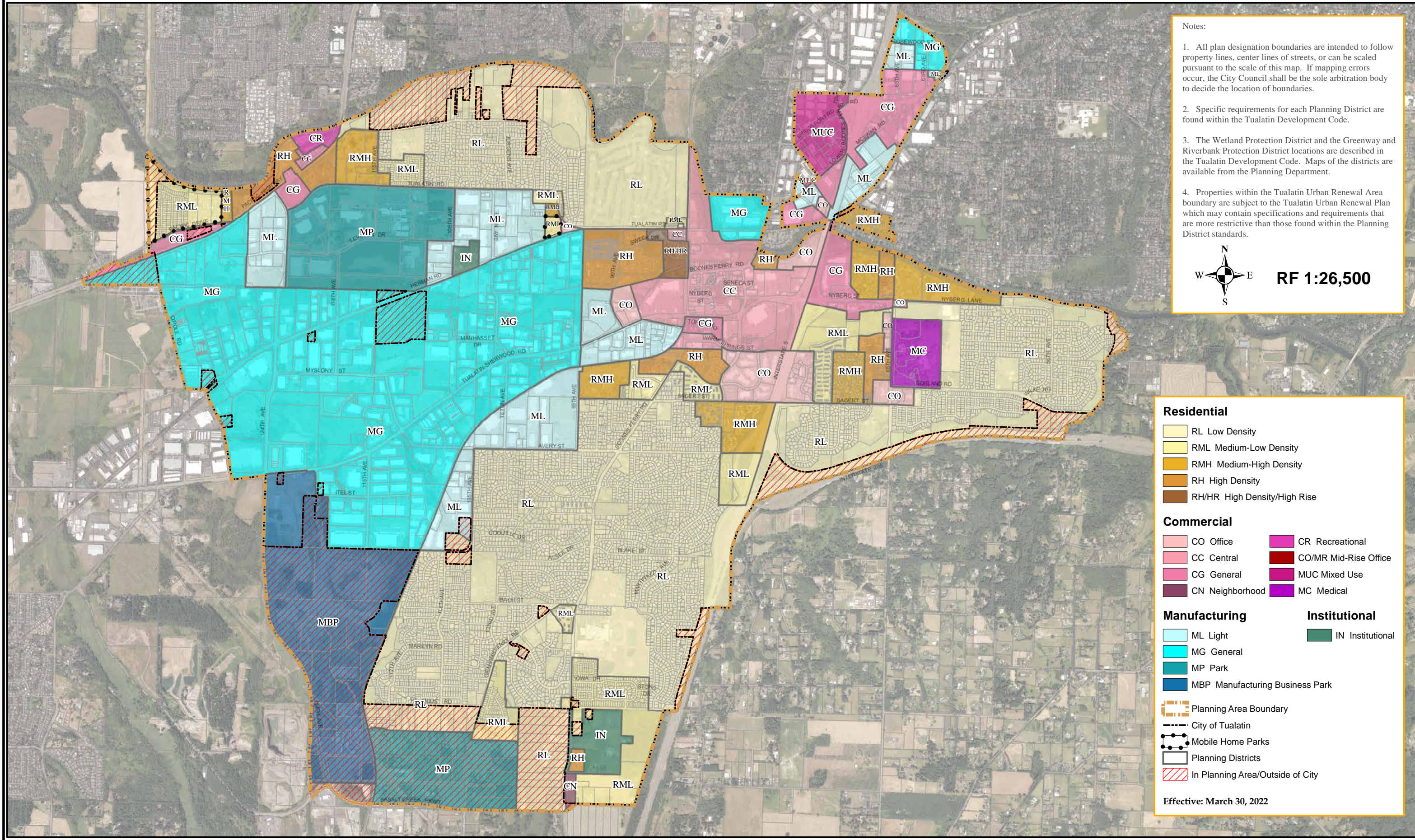
RF 1:26,500

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





# Map 10-1 Comprehensive Plan Map



Notes:

1. All plan designation boundaries are intended to follow property lines, center lines of streets, or can be scaled pursuant to the scale of this map. If mapping errors occur, the City Council shall be the sole arbitration body to decide the location of boundaries.
2. Specific requirements for each Planning District are found within the Tualatin Development Code.
3. The Wetland Protection District and the Greenway and Riverbank Protection District locations are described in the Tualatin Development Code. Maps of the districts are available from the Planning Department.
4. Properties within the Tualatin Urban Renewal Area boundary are subject to the Tualatin Urban Renewal Plan which may contain specifications and requirements that are more restrictive than those found within the Planning District standards.

N  
W E  
S

**RF 1:26,500**

**Residential**

- RL Low Density
- RML Medium-Low Density
- RMH Medium-High Density
- RH High Density
- RH/HR High Density/High Rise

**Commercial**

- CO Office
- CC Central
- CG General
- CN Neighborhood
- CR Recreational
- CO/MR Mid-Rise Office
- MUC Mixed Use
- MC Medical

**Manufacturing**

- ML Light
- MG General
- MP Park
- MBP Manufacturing Business Park

**Institutional**

- IN Institutional

Planning Area Boundary  
 City of Tualatin  
 Mobile Home Parks  
 Planning Districts  
 In Planning Area/Outside of City

Effective: March 30, 2022





*City of Tualatin*

## 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:** June 13, 2022

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### **SUBJECT:**

Authorization for the City Manager to execute a Pilot License Agreement with Bird Scooters

### **RECOMMENDATION:**

Staff recommends Council authorization, allowing the City Manager to execute a 12-month Pilot License Agreement for e-scooter operation.

### **EXECUTIVE SUMMARY:**

City staff have worked closely with internal stakeholders from various City Departments including Parks, Police, Community Development, Public Works, and Administration, along with Bird Scooters to draft a pilot license agreement that meets both the City's and Bird's need for operational rules and processes to guide successful operation of e-scooters within the City.

The Agreement would allow the operation of e-scooters for a 12-month period to test the public's interest and viability of a more permanent 5-year license. The development of the pilot agreement was based on guiding principles which include protecting the public, allowing flexibility for responsiveness to issues throughout the term of the pilot program, and fostering the successful use of e-scooters.

The overall intent of this pilot program is to determine the feasibility of e-scooters in Tualatin. The pilot license allows for the City to make adjustments throughout the term of the pilot program, as the need arises. The language within the agreement allows the City and Company to be flexible, nimble, and collaborative in our approach, but still places solid expectations on Bird to ensure the scooters are managed/operated appropriately within the City. The agreement can be terminated if the pilot program is unsuccessful.

The pilot will begin with a small fleet of 50-75 e-scooters. The City will work with Bird to determine an appropriate fleet size, identify parking locations, and provide outreach/education to riders around safe and respectful operations.

For the purpose of this pilot program, the City will regulate e-scooters like bicycles. E-scooters should be ridden on streets where available and safe, within existing bike lanes or paths, or in the right lane/shoulder where no bike facilities exist. Helmets will be encouraged (riders get a discount for wearing a helmet) and enforcement will be similar to that of bicycles, education-based and on an as-need basis. E-scooters are to be parked in designated locations throughout the City placed

near the curb, not blocking pedestrian access to facilities like bus stops, bike racks, ADA ramps, or business accesses.

Any complaints of broken or improperly parked scooters will be handled by a local contractor hired by the scooter provider. Each scooter will have a sticker with a phone number and email that can be used to report issues. Issues will be resolved within four hours, or during the next business day if reported outside of normal business hours.

Other noteworthy items included in the Pilot License Agreement include:

- A revenue share of \$0.10 per ride for the City
- City ability to reasonably limit hours or areas of use for e-scooters
- Timely correction of issues from Bird for things such as improperly parked scooters
- Educational materials and an in-person safety event provided by Bird to help educate riders on how to safely access and use e-scooters
- Generalized data sharing of things such as ride mapping, trip start/end locations, and levels of utilization. Staff hopes this data can aid in transportation planning and pursuing grants, in addition to gauging the success of the pilot.

## **HISTORY OF THE PROJECT**

Bird Scooters approached the City in 2021 to begin a conversation about the operation of e-scooters in Tualatin. Staff met with Bird, internal City staff, other Oregon cities currently allowing Bird operations, and Council to learn more about e-scooters, collect feedback, and gauge interest in moving forward.

In January 2022 City staff and a representative from Bird came to Council to get further direction on e-scooter operations in Tualatin. Council showed interest and directed staff to draft a pilot agreement, paying close attention to safety, aesthetics, and impacts to City staff.

## **OUTCOMES OF DECISION:**

If approved, staff will enter into a pilot License Agreement with interested e-scooter providers for a period of 12-months to gauge the interest and feasibility of a longer-term agreement allowing e-scooter operation in the City.

After the pilot program, staff will come back to review the program and determine next steps for the long-term management of e-scooters.

## **ALTERNATIVES TO RECOMMENDATION:**

Council could choose to not allow e-scooter operations in the City.

## **FINANCIAL IMPLICATIONS:**

There are no noteworthy financial implications. The City will receive a small revenue share from scooter operations but the exact amount is unknown at this time.

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## **ATTACHMENTS:**

- Proposed Pilot License Agreement
- PowerPoint Presentation

## **PILOT OPERATING AND LICENSE AGREEMENT**

This Pilot Operating and License Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and the City of Tualatin located at 18880 SW Martinazzi Ave, Tualatin OR 97062 (the “City”) as of \_\_\_\_\_, 2022

### **1. Statement and Purpose**

The purpose of this Agreement is to grant limited authority to Company to operate a stand-up electric scooter sharing system on property owned or controlled by the City (the “Pilot Program”) as well as to establish interim rules and regulations governing the Pilot Program. The Pilot Program is further intended to ensure that the use of stand-up electric scooters in the City is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

### **2. Scope, Term and Termination**

This Agreement and its terms apply to any proposed deployment of stand-up electric scooter sharing systems within City’s jurisdictional boundaries. This Agreement and the Pilot Program shall remain in effect for a period of twelve months. After the initial 12-month Pilot Program, the City will determine if it wants to continue allowing the operation of stand up electric scooter sharing programs. If the City wishes to continue to allow such operations, the City and Company will move to a permanent, long-term agreement.

City may terminate this Agreement upon written notice if Company commits a breach and fails to remedy such breach within ten (10) business days after receiving written notice. By way of example and not limitation, Company’s breach of this Agreement includes: (i) a failure to reasonably manage placement and pick-up of scooters and (ii) violation of any laws or regulations.

Without limitation on its other rights and remedies, City may terminate this Agreement immediately upon notice to Company, if Company significantly or frequently: (i) fails to reasonably manage placement and pick-up of scooters; or (ii) violates any laws or regulations. As a prerequisite to exercising its termination rights under (i) of this section, City must have previously provided Company with notice of its failures to reasonably manage placement and pick-up of scooters so as to provide Company an opportunity to remedy the issue. For avoidance of doubt, responding to rebalancing notifications within the parameters, including timelines, described under Section 5 of this agreement, regardless of frequency, would not constitute a failure to manage the placement or pick-up of the scooters.

This Agreement shall immediately and automatically terminate, unless prohibited by applicable law, if: Company enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.



### **3. Authorization**

The City hereby grants a revocable, non-exclusive license to Company to implement Company's operation of the Pilot Program within and upon the City's rights-of-way during the term of this Agreement, subject to all of the terms and conditions set forth herein. This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the public right of way or other City property. Notwithstanding this general grant of a license to Company, Company and its users shall abide by all general regulations imposed on uses of the rights-of-way, including closure notices.

This Agreement shall not be construed so as to transfer ownership or control of the City's rights of way to Company, or to any other party. The City makes no representations or warranties concerning the condition of the City's rights of way, or its suitability for use by Company, its contractors or customers.

This Agreement is intended to convey limited rights and interests only as to those rights-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way, it does not provide Company with any interest in any particular location within the right-of-way, and it does not confer rights other than as expressly provided in this Agreement.

Company expressly understands and agrees that this Agreement does not grant Company or its contractors the ability to exclude, or prohibit others from using, the City's rights-of-way. Company further understands and agrees that the City's uses, needs, and obligations shall at all times supersede Company's privileges under this Agreement.

The City, in its sole discretion, may temporarily suspend the all or a part of the license granted in this section upon a significant weather event or other emergency, or if any other significant event or occurrence alters or causes the City to alter the everyday use of City rights-of-way, including but not limited to closures due to construction activities. Such a temporary suspension shall begin immediately upon notice and shall continue until the circumstances that created the need for the suspension have ceased.

### **4. Procedures**

Upon effectiveness of this Agreement, Company shall provide an affidavit of compliance with the terms of this Agreement and provide evidence of appropriate indemnification and insurance.

### **5. Operating Regulations**

Company, and/or its service providers, agents or assigns, shall be responsible for operating a stand-up electric scooter program in the City with the below requirements.

- a. Stand-up electric scooters shall meet the definition of a "Motor Assisted Scooter" per ORS 801.348.
- b. Company, and/or its service providers, agents or assigns, must obtain a valid business license from the City.

- c. While this Agreement and Pilot are in effect, Company shall pay the City a revenue-share of \$0.10 per ride to help fund protected bike lanes within the pilot areas. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 45 days from the end calendar quarter.
- d. Except as otherwise provided herein, City shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City's regulation of bicycles and in compliance with State law.
- e. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike/mixed use paths. Users of stand-up electric scooters shall be 18 or older. Users of stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- f. Company shall provide easily visible contact information, including toll-free phone number and e-mail address on each stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Company shall make stand-up electric scooters available to rent 24 hours a day. City may, in its sole discretion and at any time, choose to limit such hours of operation.
- h. At any time, City may request Company to establish geo-fencing or reduced hours of operation to limit the operation of scooters in specific areas, during events, or to address other issues that arise during the Pilot Program. Company shall implement any such reasonable request within 3 business days of City making request in writing via email to Company.
- i. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and mobile app customer interface that is available 24 hours a day, seven days a week. All contact methods must be compliant with the Americans with Disabilities Act. All reported issues must include location of stand-up electric scooter.
- j. In the event a safety or maintenance issue is reported for a specific device, that Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided below. Any inoperable or unsafe device must be repaired before it is put back into service.
- k. In the event that the Company receives a report that a stand-up electric scooter has been incorrectly parked, parked in same location for greater than 72 hours, or reported as unsafe/inoperable, Company must respond within 4 hours during regulars business hours (8 am – 5 pm) or the next business day if outside normal business hours-to remediate the reported issue. Reported issues will be addressed by relocating, re-parking, or removing the stand-up electric scooter from service.
- l. Company shall provide notice to all users that:
  - i. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
  - ii. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
  - iii. Helmets are encouraged for all users;

- iv. Parking must be done in the designated areas; and
  - v. Riding responsibly is encouraged.
- m. Company will provide education to Stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking. Education materials will be created in coordination with the City and may be required throughout the pilot as necessary to address issues that arise.
- n. City may, in its reasonable discretion, require Company to rebalance the distribution of the stand-up scooters in specified areas if City deems the distribution too dense or too sparse, or if doing so will help promote equitable access. Company will comply with all such reasonable requests within 24 hours of receiving notice from the City.

## **6. Parking**

- a. Users of stand-up electric scooters should park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users must not park stand-up electric scooters in such a manner as to impede sidewalks/walkways so they are impassible for pedestrian travel or block any curb ramp; hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack, mailbox, or news rack.
- e. Users may park stand-up electric scooters in on-street parking spaces in the following circumstances:
  - i. When marked parking spaces are officially designated stations for such devices in business districts;
  - ii. Where the furniture zone is less than three feet wide;
  - iii. Where there is no furniture zone;
  - iv. In neighborhoods with rolled curbs, or with inadequate sidewalk space;
  - v. In marked parking spaces designated for motorcycles.
- f. Users may park stand-up electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- g. Users shall not park stand-up electric scooters in areas that impede access to:
  - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except next to an existing bicycle racks;
  - ii. Loading zones;
  - iii. Disabled parking zone;
  - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
  - v. Curb ramps;
  - vi. Entryways;
  - vii. Driveways;

- viii. Crosswalks; and
- ix. Underground utility, sewer or water facilities.
- h. Users of stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists. Company will be solely responsible for informing its users as to the requirements for properly parking stand-up scooters.
- i. Company may stage its stand-up electric scooters in permitted parking areas as described in this section. To the extent Company desires to stage stand-up electric scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.
- j. Company will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of stand-up scooters on private property or public property outside of the right-of-way.
- k. Company must require stand-up electric scooter users to take a photo whenever they park their scooter at the end of a ride.
- l. Company must remove from the rights-of-way any or all stand-up scooters or other property owned or controlled by Company upon being ordered to do so by the City. Company shall be responsible for restoring the City's rights-of-way to its original condition as needed upon such removal, and the City shall not be liable for any damages resulting to Company by reason of such an order. Such removal and restoration of the City rights-of-way will be at the sole expense of Company. Upon failure of Company to remove stand-up scooters or other property as ordered within a reasonable time period, the City may perform the removal or work at Company's cost and/or initiate a claim against Company.
- m. Company will be fully responsible for re-parking or relocating stand-up scooters where a complaint has been received by the City or Company, or where stand-up scooters are otherwise found to be in violation of parking rules stated herein. Company is also solely responsible to third parties for addressing unauthorized stand-up scooters dumped or left unattended on private property, or on other public property, City will not be responsible under this Agreement for monitoring stand-up scooter parking or dumping on private property, or other public property.
- n. City may, but is not obligated to, impound stand-up scooters not parked in accordance with this Agreement or dumped on private or other public property. City must provide post-seizure notice to Company if impounding a scooter and shall supply a photograph demonstrating the violation for which the scooter was impounded. Prior to impounding a scooter, City must ensure compliance with Section 5.k. of this agreement. If the City incurs any costs or damages arising out of stand-up scooter parking or dumping complaints, violations, or other related costs that are not otherwise recovered with the City's collection of an impoundment release charge, Company shall reimburse the City for such costs within 30 days of receiving written or emailed notice.
- o. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Company as follows:
  - i. Initial impoundment fee of \$25 per device
  - ii. If not paid for and retrieved by Company within 24 hours of notice of impoundment, a \$20 storage fee per scooter, per day shall be added to the initial impoundment fee.



If an impounded scooter is not picked up within 30 days of notice of impoundment, the City will consider them to be abandoned property and will dispose of them in accordance with applicable law.

## **7. Data Sharing**

Company will provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any stand-up scooter of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. Such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- b. Any such data provided shall be treated as trade secret and proprietary business information, shall not be released by City under a public records request unless required by law and shall not be shared to third parties without Company's consent, which shall not be unreasonably withheld.

## **8. Indemnification**

To the maximum extent allowed by law, Company hereby agrees to defend and indemnify the City and its elected officials, officers, employees, agents, and representatives from any and all claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Company (or its employees, agents, representatives or subcontractors) relating to this Agreement, whether such claims arise in contract, tort, or any other legal theory. Company is obligated to defend and indemnify the City and its elected officials, officers, employees, agents, and representatives pursuant to this Section whether a claim is asserted directly or indirectly against the any of them, e.g., a claim is asserted against someone else who then seeks contribution or indemnity from the City. Company's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Company. Company's indemnification obligations under this agreement shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. Company's indemnification obligations shall survive for a period of two (2) years after expiration of this Agreement or the length of the applicable statute of limitations period for the claim in question, whichever is greater.

For the purposes of this Section, the term "claim" includes, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Company employs or engages others to perform work under this Agreement, including subcontractors, then Company shall ensure that each such persons or entities (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Company pursuant to this section.

## 9. Insurance

Company must maintain in full force and effect during the term of this Agreement the following liability insurance policies that protect Company and the City, as well as the City's officers, employees, and agents:

- (a) Comprehensive general liability insurance with limits of not less than:
  - (i) \$3,000,000.00 for bodily injury or death to each person;
  - (ii) \$3,000,000.00 for property damage resulting from any one accident; and
  - (iii) \$3,000,000.00 for all other types of liability.
- (b) Motor vehicle liability insurance for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident; and
- (c) Worker's compensation within statutory limits and employer's liability with limits of not less than \$1,000,000.00.

The insurance provided must be without prejudice to coverage otherwise existing and must name the City, its officers, employees, and agents as additional insureds. The coverage must apply to claims between insureds on the policy. Company must provide the City 30 days prior written notice of any cancelation or material alteration of insurance. If the insurance is canceled or materially altered, the Company must maintain continuous uninterrupted coverage in the terms and amounts required. The Company may self-insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage in accordance with Oregon law. Company must maintain on file with the City sufficient proof of insurance or self-insurance acceptable to the City, certifying the coverage required.

## 10. Exclusivity

a. The parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. The parties further acknowledge that Company may perform any or all of the services contemplated hereunder, including the owning and/or operation of Stand-up electric scooters in City, through one or more of its wholly owned subsidiaries. Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.

b. No exclusivity is imputed or implied as to the market for shared mobility services generally, and this agreement and designation shall not apply to the operation of any shared mobility service with any vehicle other than Stand-up electric scooters.

## 11. Miscellaneous

a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below (mailing address and email address to be provided).

- b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- c. Neither party may assign or sublet this Agreement without the written consent of the other party, which consent may be withheld at that party's sole discretion.
- d. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.
- e. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.
- f. Company agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Company further acknowledges that its rights hereunder are subject to the lawful exercise of the power of the City to adopt, amend, and enforce ordinances, resolutions, and policies.
- g. No amendment to this Agreement will be effective unless it is in writing and signed by the parties
- h. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof, and applicable federal law. Any action or suit brought by the Parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Washington County for the State of Oregon. By execution of this Agreement, Company hereby consent to the *in personam* jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, that if a claim must be brought in a federal forum, then it will be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no way will this Section or any other provision of this Agreement be construed as a waiver by City of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, or otherwise, from any claim or from the jurisdiction of any court.
- i. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations intended by their nature to continue.
- j. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

**City of Tualatin, Oregon**

**10699 SW Herman Rd  
Tualatin, OR 97062**

Signed By:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Bird Rides, Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# E-SCOOTER PILOT PROGRAM

JUNE 13, 2022



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# OVERVIEW

- 
- Brief History
  - Pilot Overview
  - Making it Official
  - Recommendation
  - Questions?

# BRIEF HISTORY

- Bird approached City in 2021
- Staff met with other Cities and internal departments to collect feedback about e-scooters
- Council directed staff to draft pilot Agreement Jan. 2022
- Staff worked with Bird to draft License Agreement language



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# PILOT OVERVIEW

- 
- Principles
  - Operations
  - Safety
  - Compliance
  - Revenue



Flexible

Responsive

Safe

Collaborative

Successful

PRINCIPLES

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## AGREEMENT TERMS

- 12-month pilot program
- Non-exclusive
- Start small; 50-75 scooters
- \$0.10 fee per ride to City
- Agreement can be canceled by either party
- Data sharing with City



# OPERATIONS

- Regulate like bikes
- Don't block bike/ pedestrian access
- Park at curb, bike rack, or designated parking space
- Ride on right side of road/ bike lanes when possible
- Yield to pedestrians & bikes





## SAFETY

- Education
- Encourage helmets
- Geo-fencing
- Time restrictions
- City/ Company Coordination





# COMPLIANCE

- Company responsible for issues
- Local contractor provides operational support
- Can use app, phone, or email to request support
- Issues resolved within 4 hours during regular business hours
- City can request changes at any time







# MAKING IT OFFICIAL

AT THE CONCLUSION OF THE  
PILOT PROGRAM, STAFF WILL  
RETURN TO COUNCIL TO  
GAUGE INTEREST IN  
PERMANENT E-SCOOTER  
OPERATIONS

RECOMMENDATION:  
Execute a 12-month Pilot  
Agreement with Bird  
Scooters







QUESTIONS?



ORDINANCE NO. 1468-22

AN ORDINANCE ADOPTING THE CORE AREA PARKING DISTRICT TAX RATE AND CREDIT FOR FISCAL YEAR 2022/2023

WHEREAS, the Tualatin Municipal Code (TMC) 11-3-060 requires Council to establish an annual tax rate and credit by ordinance for the Core Area Parking District;

WHEREAS, the Core Area Parking District Board recommends the tax rate be increased by 5% with an annual tax rate of \$182.86 for Fiscal Year 2022/2023; and

WHEREAS, Council finds the rate and credit to be appropriate.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** "Schedule A" of the TMC Chapter 11-3 is amended to read as follows:

The annual Core Area Parking District tax rate for Fiscal Year 2022/2023 is here by established as \$182.86.

The formula for the credit is as follows:

A =Number of on-site parking spaces provided (Gross Leaseable Area) x (Space Factor)

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

If "A": is less than 1.0, the credit is "A" x 50%.

Adopted by the City Council this 13th day of June, 2022.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney

ATTEST:

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



City of Tualatin

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Jonathan Taylor, Economic Development Manager  
Clay Reynolds, Maintenance Service Manager

**DATE:** June 13, 2022

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**SUBJECT:**

Consideration of Ordinance No. 1468-22 establishing a Core Area Parking District (CAPD) Tax Rate for Fiscal Year 2022/2023.

**RECOMMENDATION:**

Approve Ordinance No. 1468-22 establishing a CAPD tax rate of \$182.86 for Fiscal Year 2022/2023.

**EXECUTIVE SUMMARY:**

The Core Area Parking District Board recommended the tax rate increase by the Municipal Cost Index twelve month average for the period ending December 2021 of 5% at their April 20, 2022 Core Area Board meeting. The new rate being \$182.86 for the upcoming Fiscal Year (2022/23). This rate is multiplied by the number of parking spaces each tenant is estimated to need within the district. Credits are granted for private spaces provided by each tenant.

**OUTCOMES OF DECISION:**

Approval of the CAPD Tax Rate will result in a slight increase to the CAPD tax rates.

**ALTERNATIVES TO RECOMMENDATION:**

Denial of the CAPD tax rate will result in the following: A tax rate will not be established by the beginning of the fiscal year; require the Board to revisit an increase or decrease in the tax rate for the fiscal year 2022/23; parking lot ADA improvements will be delayed until funding requirements are met.

**FINANCIAL IMPLICATIONS:**

Tax revenue supports the operation and maintenance of the Core Area Parking District.

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**ATTACHMENTS:**

- Ordinance 1468-22