



## TUALATIN CITY COUNCIL MEETING

MONDAY, SEPTEMBER 09, 2019

JUANITA POHL CENTER  
8513 SW TUALATIN ROAD  
TUALATIN, OR 97062

Mayor Frank Bubenik  
Council President Nancy Grimes  
Councilor Paul Morrison                      Councilor Robert Kellogg  
Councilor Bridget Brooks                      Councilor Maria Reyes  
Councilor Valerie Pratt

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### 5:00 PM WORK SESSION

- 1. 5:00 p.m. (20 min) – Police Traffic Stop Date.** The Police Chief will present information regarding Police Traffic Stop Data as required by 2017 HB 2355.
- 2. 5:20 p.m. (20 min) – Jurgens Park Off Leash Dog Area.** Community members indicated a need and desire for an off leash dog area at Jurgens Park during the Parks and Recreation Master Plan public engagement process. Staff will provide an update on the temporary off leash dog area in the Jurgens Park expansion property located at the northwest section of the park.
- 3. 5:40 p.m. (50 min) – Parks and Recreation Project Prioritization and Funding.** Staff and the Parks Advisory Committee (TPARK) have been engaged in the review and evaluation process, which has resulted in a prioritized list of the projects identified in the Parks and Recreation Master Plan. Technical staff evaluation followed by TPARK review, discussion, adjustment, and confirmation has taken place over the past eight months. Staff with advisory committee chair will present the results of the project prioritization process, and review potential funding opportunities.
- 4. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the September 9<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.** Proclamation Declaring September 2019 as Emergency Preparedness Month
- 2.** ¡Viva Tualatin! Announcement

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 of August 12, 2019
2. Consideration of **Resolution No. 5463-19** to Award the Contract for Engineering Services for the SW 65<sup>TH</sup> / Nyberg Sanitary Sewer Trunk Main Rehabilitation: Permitting Process, Design, and Construction Services
3. Consideration of **Resolution No. 5466-19** Authorizing the City Manager to Execute Change Orders for the Sagert Street Pedestrian Connectivity and Enhancement Project
4. Consideration of **Resolution No. 5467-19** Authorizing the City Manager to Execute an Intergovernmental Agreement With Metro to Exchange Funding Sources Related to the Herman Road Project
5. Consideration of **Resolution No. 5468-19** Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Sherwood regarding the SW Galbreath Drive Sanitary Sewer Extension
6. Consideration of **Resolution No. 5469-19** Delegating Authority to the City Manager to Conduct a Public Meeting and Make Reports to the Oregon Housing and Community Services Department in Compliance with HB 4006 (2018)

## **Special Reports**

1. Summer Programs Recap and Fall Preview

## **General Business**

*If you wish to speak on a general business item please fill out a Speaker Request Form and you will be called forward during the appropriate item. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.*

1. Consideration of **Ordinance No. 1425-19** Relating to Social Gaming in Tualatin
2. Consideration of **Ordinance No. 1426-19** Relating to the Architectural Review Board; and Amending Tualatin Municipal Code Chapter 11-8

## **Council Communications**

## **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.*

## **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:** Bill Steele, Chief of Police  
**DATE:** September 9, 2019

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**SUBJECT:**  
Discussion on Police Traffic Stop Data

**EXECUTIVE SUMMARY:**  
Chief Steele will present information regarding Police Traffic Stop Data, collected as required by 2017 HB 2355 S.T.O.P.

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**ATTACHMENTS:**

# 2017 HB 2355 S.T.O.P.



# Tier 2 Agencies – July 1, 2019

## 25-99 officers

### STOP- Statistical Transparency of Policing

T I E R 2 A G E N C I E S



Albany Police Department  
Ashland Police Department  
Bend Police Department  
Benton County Sheriff's Office  
Canby Police Department  
Central Point Police Department  
Clatsop County Sheriff's Office  
Coos Bay Police Department  
Coos County Sheriff's Office  
Corvallis Police Department  
Deschutes County Sheriff's Office  
Douglas County Sheriff's Office  
Forest Grove Police Department  
Grants Pass Department of Public Safety  
Hermiston Police Department  
Hood River County Sheriff's Office  
Jackson County Sheriff's Office  
Keizer Police Department  
Klamath County Sheriff's Office  
Klamath Falls Police Department  
Lake Oswego Police Department  
Lane County Sheriff's Office  
Lebanon Police Department  
Lincoln City Police Department  
Lincoln County Sheriff's Office  
Linn County Sheriff's Office  
McMinnville Police Department  
Milwaukie Police Department  
Newberg-Dundee Police Department  
Oregon City Police Department  
Oregon Health and Science University Police  
Polk County Sheriff's Office  
Port of Portland Police Department  
Redmond Police Department  
Roseburg Police Department

Springfield Police Department  
Tigard Police Department  
Tualatin Police Department  
Umatilla County Sheriff's Office  
University of Oregon Police Department  
West Linn Police Department  
Woodburn Police Department  
Yamhill County Sheriff's Office

# What is profiling?

- HB 2355 §1 defines “Profiling” as the targeting of an individual by a law enforcement agency or a law enforcement officer, on suspicion of the individual’s having violated a provision of law, based solely on the individual’s real or perceived age, race, ethnicity, color, national origin, language, sex, gender identity, sexual orientation, political affiliation, religion, homelessness or disability, unless the agency or officer is acting on a suspect description or information related to an identified or suspected violation of a provision of law.

# What is considered a “stop” for HB 2355?

- Any officer self initiating a pedestrian or vehicle stop not associated with a call for service.
- A “stop” is a temporary restraint of a person’s liberty by a peace officer lawfully present in any place.



# Data Element Definitions

- **Race:** Based on PERCEPTION during the stop.
  - American Indian or Alaska Native
  - Asian
  - Black or African American
  - Hispanic or Latino
  - Middle Eastern
  - Native Hawaiian or Pacific Islander
  - White or Caucasian
- **Age:** Use age on ID or DL or best guess.
- **Sex:** Use designation on ID or DL or best guess

# Data Element Definitions

- **Nature of the Stop:** Traffic or Pedestrian
- **Statutory Reason for the Stop:** ORS or City Code
- **Disposition:** Record the most serious disposition.
- **Physical Custody Arrest:** Yes or No
- **Search Conducted:** Yes or No

# Data Element Definitions

- **Search Type:**
  - Consent Search
  - Consent Search Denied
  - Probable Cause Search
  - Reasonable Suspicion Search
- **Findings**
  - Drugs
  - Weapons
  - Evidence of crimes
  - Nothing

# What happens to the data?

- Collected and forwarded to the Oregon Criminal Justice Commission.
- The data will be analyzed and then forwarded to the governor and DPSST.

# Our Data

## February 1-August 31

| Race Description | 2018 Census | Grand Total |            | Count | CITATION<br>% of Total | % of Race |
|------------------|-------------|-------------|------------|-------|------------------------|-----------|
|                  |             | Count       | % of Total |       |                        |           |
| ASIAN            | 3.70%       | 129         | 3.27%      | 61    | 3.17%                  | 47.29%    |
| BLACK            | 1.40%       | 143         | 3.62%      | 62    | 3.22%                  | 43.36%    |
| HISPANIC/LATINO  | 16.50%      | 491         | 12.43%     | 258   | 13.40%                 | 52.55%    |
| MIDDLE EASTERN   | Null        | 48          | 1.22%      | 16    | 0.83%                  | 33.33%    |
| NATIVE AMERICAN  | 0.70%       | 6           | 0.15%      |       |                        |           |
| PACIFIC ISLANDER | 0.50%       | 32          | 0.81%      | 14    | 0.73%                  | 43.75%    |
| WHITE            | 74.50%      | 3,084       | 78.08%     | 1,513 | 78.60%                 | 49.06%    |
| Grand Total      |             | 3,950       | 100.00%    | 1,925 | 100.00%                | 48.73%    |

63% of traffic stops are males  
71% occur during daytime hours

Questions??



*City of Tualatin*

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**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  
Rich Mueller, Parks Planning and Development Manager

**DATE:** September 9, 2019

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**SUBJECT:**  
Jurgens Park Off Leash Dog Area

**EXECUTIVE SUMMARY:**

Community members indicated a need and desire for an off leash dog area at Jurgens Park during the Parks and Recreation Master Plan public engagement process. Staff will provide an update on the temporary off leash dog area in the Jurgens Park expansion property located at the northwest section of the park.

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**ATTACHMENTS:**

Presentation



CITY OF TUALATIN  
**Parks & Recreation**

**JURGENS OFF LEASH DOG AREA**



# OVERVIEW

- 🐾 Addresses community facility needs and master plan desire
- 🐾 Provides off-leash area for current users
- 🐾 Concerns from parents, park users and other dog owners
- 🐾 Not master plan comprehensive site planning
- 🐾 Not regional in scale

**JURGENS OFF LEASH DOG AREA**



CITY OF TUALATIN  
Parks & Recreation

# TIMELINE

- 🐾 2019 - Clean Water Services interceptor pipe project
- 🐾 Winter/Spring 2020 – Site preparation and amenity installation
- 🐾 Spring/Summer 2020 – Open to public

**JURGENS OFF LEASH DOG AREA**



CITY OF TUALATIN  
Parks & Recreation

# COMMUNITY COMMUNICATION

- 🐾 City website
- 🐾 Tualatin Today (City newsletter)
- 🐾 City calendar
- 🐾 Facebook & Facebook Event
- 🐾 Instagram
- 🐾 Regular park users (sports organizations, schools, dog park volunteer ambassadors)
- 🐾 Riverpark CIO
- 🐾 Posters at Jurgens Park and Dog Park (community park)
- 🐾 Flyer's at City offices, Library and Juanita Pohl Center

**JURGENS OFF LEASH DOG AREA**



CITY OF TUALATIN  
Parks & Recreation

# COMMUNITY ENGAGEMENT

- 🐾 City Council Work Session, March 25
- 🐾 Off Leash Area meetings (2), March (22 Attendees) & April (22 Attendees)
- 🐾 Annexation meetings (3), March & April
- 🐾 Tualatin Park Advisory Committee (3), March, April & May
- 🐾 12 emails and letters
- 🐾 Master Plan public outreach and involvement (extensive public engagement)
- 🐾 Riverpark CIO May meeting

**JURGENS OFF LEASH DOG AREA**



CITY OF TUALATIN  
Parks & Recreation

# MEETING RESULTS

- 🐾 Keep it simple
- 🐾 Layout maps
- 🐾 Preferred locations for trash cans, bench, and rule sign
- 🐾 Grass Surface

**JURGENS OFF LEASH DOG AREA**



CITY OF TUALATIN  
Parks & Recreation

**OFF LEASH DOG AREA**



**JURGENS OFF LEASH DOG AREA**



**CITY OF TUALATIN**  
**Parks & Recreation**



*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  
Rich Mueller, Parks Planning and Development Manager

**DATE:** September 9, 2019

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**SUBJECT:**  
Parks and Recreation Project Prioritization

**RECOMMENDATION:**  
Staff will present the parks project prioritization list and funding opportunities for Council discussion and consideration.

**EXECUTIVE SUMMARY:**  
Staff and the Parks Advisory Committee (TPARK) have been engaged in the review and evaluation process, which has resulted in a prioritized list of the projects identified in the Parks and Recreation Master Plan. Technical staff evaluation followed by TPARK review, discussion, adjustment, and confirmation has taken place over the past eight months. Staff with advisory committee chair will present the results of the project prioritization process, and review potential funding opportunities.

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**ATTACHMENTS:**  
PowerPoint Presentation



# City of Tualatin PARKS & RECREATION MASTER PLAN

## PROJECT PRIORITIZATION



September 9, 2019





# TUALATIN PARKS & RECREATION MASTER PLAN



# PRIORITIZATION PROCESS

**TUALATIN**  
Accessible, Inclusive & Vibrant  
Parks and Recreation

WHAT WILL  
TUALATIN'S  
PARKS LOOK  
LIKE IN  
**20**  
YEARS?

There's still time to get involved!  
THE PARKS & RECREATION SURVEY  
CLOSSES SEPT. 24TH AT MIDNIGHT  
<http://bit.ly/TualatinParks>  
Complete the survey for a  
chance to win a \$100 gift card

**TUALATIN**  
Accessible, Inclusive & Vibrant  
Parks and Recreation

PARKS & RECREATION MASTER PLAN

THIS IS  
**WHAT I LOVE**  
ABOUT THIS PARK

- Master Plan Acceptance – Nov. 2018
- Public Engagement Identified 52 Projects
- Technical Review & Scoring
- Parks Advisory Committee

# PROJECT EVALUATION

**Table 6-5: Evaluation by Sequencing Criteria**

| SEQUENCING CRITERIA                                | SCORING GUIDANCE  | POSSIBLE SCORE | TOTAL SCORE |
|--|---|----------------|-------------|
| Performance Improvements                           | Repairs or improves an existing asset to restore or enhance use.  | 1-3            |             |
| Capacity Expansion                                 | Increases opportunities and/or builds capacity to serve a greater number of people.   | 1-3            |             |
| System Diversity                                   | Increases or provides variety in the assortment of uses or recreation opportunities in the community.   | 1-3            |             |
| System Balance                                     | Increases equity, access, or geographic distribution of recreation opportunities (e.g., meets an unmet need, addresses a gap in services, serves an underserved group or area). | 1-3            |             |
| Urgency/ Immediacy                                 | Meets health and safety/regulatory elements; action must be taken now before the opportunity is lost; completion is needed before another priority project can be started.      | 1-3            |             |
| Ease of Implementation                             | Can be easily attained or accomplished; uses existing site; necessary planning, feasibility studies, and permitting have already been completed.                                | 1-3            |             |
| Available Resources                                | Uses or leverages available resources (staffing, funding, partnerships, equipment) for capital development and/or ongoing operations.   | 1-3            |             |
| Return on Investment/ Value                        | Delivers high value for the cost or resources needed, relative to other projects.   | 1-3            |             |
| Operational Sustainability                         | Increases sustainability, reduces costs, increases maintenance and operational efficiencies, and/or increases facility revenues.  | 1-3            |             |
| Vision Alignment                                   | Coincides with or supports another City project, goal, or City Council initiative.  | 1-3            |             |
| Master Plan Goals Alignment                        | Supports Master Plan goals (see Table 6-3). 1 goals = 1 point; 2-3 goals = 2 points; 4+ goals = 3 points  | 1-3            |             |
| Community Priority Alignment                       | Is aligned with community priorities (see Table 6-4). 1 priority = 1 point; 2 priorities = 2 points; 3-4 priorities = 3 points  | 1-3            |             |
| <b>TOTAL</b>                                       |   | <b>36</b>      |             |
| <b>PERCENT FAVORABILITY (TOTAL SCORE/36 * 100)</b> |   |                |             |



# PARKS ADVISORY COMMITTEE

- Overview – January 8 and February 12, 2019
- Review – March 5 and April 2, 2019
- Discussion – May 14, 2019
- Adjustments – June 4, 2019
- Final Confirmation and Recommendation – July 9, 2019



# TIER I PROJECTS



## TUALATIN PARKS & RECREATION MASTER PLAN PROJECT PRIORITIZATION

NOTE: Projects listed alphabetically

### CURRENT OR IN PROGRESS WITH FUNDING

|                                |  |                            |
|--------------------------------|--|----------------------------|
| <b>Brown's Ferry Facility</b>  | <ul style="list-style-type: none"> <li>Event study &amp; plan for meetings, programs, weddings &amp; rentals</li> </ul>                | <b>E10</b><br>SDC Eligible |
| <b>City/School Partnership</b> | <ul style="list-style-type: none"> <li>Joint use with school district for outdoor areas (playground, fields, courts, track)</li> </ul> | <b>P4</b><br>SDC Eligible  |
| <b>Ice Age Tonquin Trail</b>   | <ul style="list-style-type: none"> <li>Acquire land</li> </ul>   | <b>E37</b><br>SDC Eligible |
| <b>Lafky Park</b>              | <ul style="list-style-type: none"> <li>Irrigation &amp; drainage</li> </ul>  | <b>E4</b>                  |
| <b>Tualatin Commons</b>        | <ul style="list-style-type: none"> <li>Splash pad renovation</li> </ul>  | <b>E6</b>                  |
| <b>Veterans Memorial</b>       | <ul style="list-style-type: none"> <li>Community planning process at park or facility</li> </ul>                                       | <b>Goal Th.7</b>           |

### PLANNING/ DEVELOPMENT

|  |  |                                    |
|--|--|------------------------------------|
| <b>Basalt Creek Park and Trails</b>          | <ul style="list-style-type: none"> <li>Acquire land</li> <li>Planning for residential and non-residential uses</li> </ul>  | <b>P3</b><br>SDC Eligible          |
| <b>Comprehensive Fee Analysis &amp; Plan</b> | <ul style="list-style-type: none"> <li>Consultant project with community engagement</li> </ul>   | <b>P14</b>                         |
| <b>Jurgens Park Expansion</b>                | <ul style="list-style-type: none"> <li>Site master plan</li> <li>Temporary off leash dog area</li> </ul>   | <b>P1</b><br>SDC Eligible          |
| <b>Marketing &amp; Outreach Plan</b>         | <ul style="list-style-type: none"> <li>Consultant project with community engagement</li> </ul>   | <b>P16</b>                         |
| <b>Pony Ridge/ Heritage Pine Partnership</b> | <ul style="list-style-type: none"> <li>Develop &amp; connect regional trails (Tonquin &amp; Tualatin River)</li> <li>Heritage Pine rec elements</li> <li>Wildlife Refuge connection</li> </ul> | <b>P5</b><br>SDC Eligible          |
| <b>Resource Management Plan</b>              | <ul style="list-style-type: none"> <li>Comprehensive sustainability plan with consultant &amp; public engagement</li> </ul>  | <b>P15</b>                         |
| <b>Tualatin Community Park</b>               | <ul style="list-style-type: none"> <li>Site master plan</li> </ul>   | <b>P2 &amp; E8</b><br>SDC Eligible |

### CAPITAL

|                        |  |                           |
|------------------------|--|---------------------------|
| <b>Atfalati Park</b>   | <ul style="list-style-type: none"> <li>Shelter</li> <li>Play areas</li> <li>Improve sports facilities</li> </ul>   | <b>E1</b><br>SDC Eligible |
| <b>Stoneridge Park</b> | <ul style="list-style-type: none"> <li>Add gathering space (plaza, shelter)</li> <li>Replace facilities</li> <li>Outreach &amp; collaboration</li> </ul> | <b>E5</b>                 |

### ASPIRATIONAL

|                                     |  |                           |
|-------------------------------------|--|---------------------------|
| <b>Central Tualatin Sports Park</b> | <ul style="list-style-type: none"> <li>School partnership</li> <li>Outdoor fields &amp; facilities</li> <li>Acquire, plan, design</li> </ul> | <b>P6</b><br>SDC Eligible |
|-------------------------------------|--|---------------------------|

#### Chapter 5 Site Recommendations Key

- E##** — Existing Site Project ID Number
- P##** — Proposed Site Project ID Number
- >><** As projects, priorities, opportunities, and community needs shift, so can project rankings.

# TIER II PROJECTS



## TUALATIN PARKS & RECREATION MASTER PLAN PROJECT PRIORITIZATION

**NOTE:** Projects listed applicability

### PLANNING/ DEVELOPMENT

- Brown's Ferry Park**
  - Develop facilities
  - Site master plan
  - Natural restoration
  - Replace amenities & facilities

**MP ID # E10**  
SDC Eligible
- Community Forestry Plan**
  - Plan with consultant & public engagement

**MP ID # P13**
- Jurgens Park**
  - Site master plan
  - Natural restoration
  - Regional trail
  - Off leash dog area

**MP ID # E3**  
SDC Eligible
- New Greenways and Shared Use Paths**
  - Connect trail system
  - Acquire land
  - Develop paths
  - Add amenities

**MP ID # P11**  
SDC Eligible
- Tualatin Community Park**
  - Update
  - Improvements
  - Access River
  - Restoration

**MP ID # E8**

### CAPITAL

- Nyberg Creek (South) Greenway**
  - Connect trails
  - Acquire land rights
  - Develop paths
  - Add amenities

**MP ID # E26**  
SDC Eligible
- Shaniko Greenway**
  - Connect trails
  - Acquire land rights
  - Develop paths
  - Add amenities

**MP ID # E28**
- Tualatin River Greenway**
  - Connect trails
  - Acquire land rights
  - Develop paths
  - Add amenities

**MP ID # E29**  
SDC Eligible

### ASPIRATIONAL

- Additional Park Opportunities**
  - Identify & develop parks in residential & employment areas

**MP ID # P8**  
SDC Eligible
- Community Recreation Center**
  - Multipurpose & multi-generational
  - Acquire land
  - Planning process

**MP ID # P7**  
SDC Eligible
- Tournament Sports Complex**
  - Sports fields & courts
  - School partnership
  - Acquire land

**MP ID # P9**  
SDC Eligible
- West Side Trail Bridge**
  - Regional Trail Bridge across Tualatin River

**MP ID # P12**  
SDC Eligible

#### Chapter 5 Site Recommendations Key

- E##** — Existing Site Project ID Number
- P##** — Proposed Site Project ID Number
- >><** As projects, priorities, opportunities, and community needs shift, so can project rankings.

# TIER III PROJECTS



## TUALATIN PARKS & RECREATION MASTER PLAN PROJECT PRIORITIZATION

**NOTE:** Projects listed alphabetically

### PLANNING/ DEVELOPMENT

#### New Natural Park and Areas

MP ID # P10 SDC Eligible

#### Tualatin Library

MP ID # E9

### CAPITAL

#### 65th Avenue Shared Use Path

MP ID # E32

#### Boones Ferry Shared Use Path

MP ID # E33

#### Cherokee Street Shared Use Path

MP ID # E35

#### Chieftain Dakota Greenway

MP ID # E20 SDC Eligible

#### Hedges Creek Greenway

MP ID # E21 SDC Eligible

#### Hedges Creek Wetland Protection District

MP ID # E11

#### Helenius Greenway

MP ID # E22 SDC Eligible

#### Hervin Grove Natural Area

MP ID # E12

#### Hi-West Estates Greenway

MP ID # E23

#### Ibach Park

MP ID # E2 SDC Eligible

#### Indian Meadows Greenway

MP ID # E24 SDC Eligible

#### Jonnie & Willam Koller Wetland Park

MP ID # E13 SDC Eligible

### CAPITAL

#### Little Woodrose Nature Park

MP ID # E14

#### Nyberg Creek Greenway

MP ID # E25 SDC Eligible

#### Sarinen Wayside Park

MP ID # E15

#### Saum Creek Greenway

MP ID # E27 SDC Eligible

#### Sequoia Ridge Natural Area

MP ID # E16

#### Sweek Pond Natural Area

MP ID # E17

#### Sweek Woods Natural Area

MP ID # E18

#### Tualatin Commons Park

MP ID # E7

#### TuHS-Byrom School Paths

MP ID # E31 & E34

#### Tualatin High School Leonard Pohl Field

MP ID # E30

#### Victoria Woods Natural Area

MP ID # E19

### ASPIRATIONAL

#### I5 Shared Use Path

MP ID # E36 SDC Eligible

#### Chapter 5 Site Recommendations Key

**E##** — Existing Site Project ID Number

**P##** — Proposed Site Project ID Number

**>>>** As projects, priorities, opportunities, and community needs shift, so can project rankings.

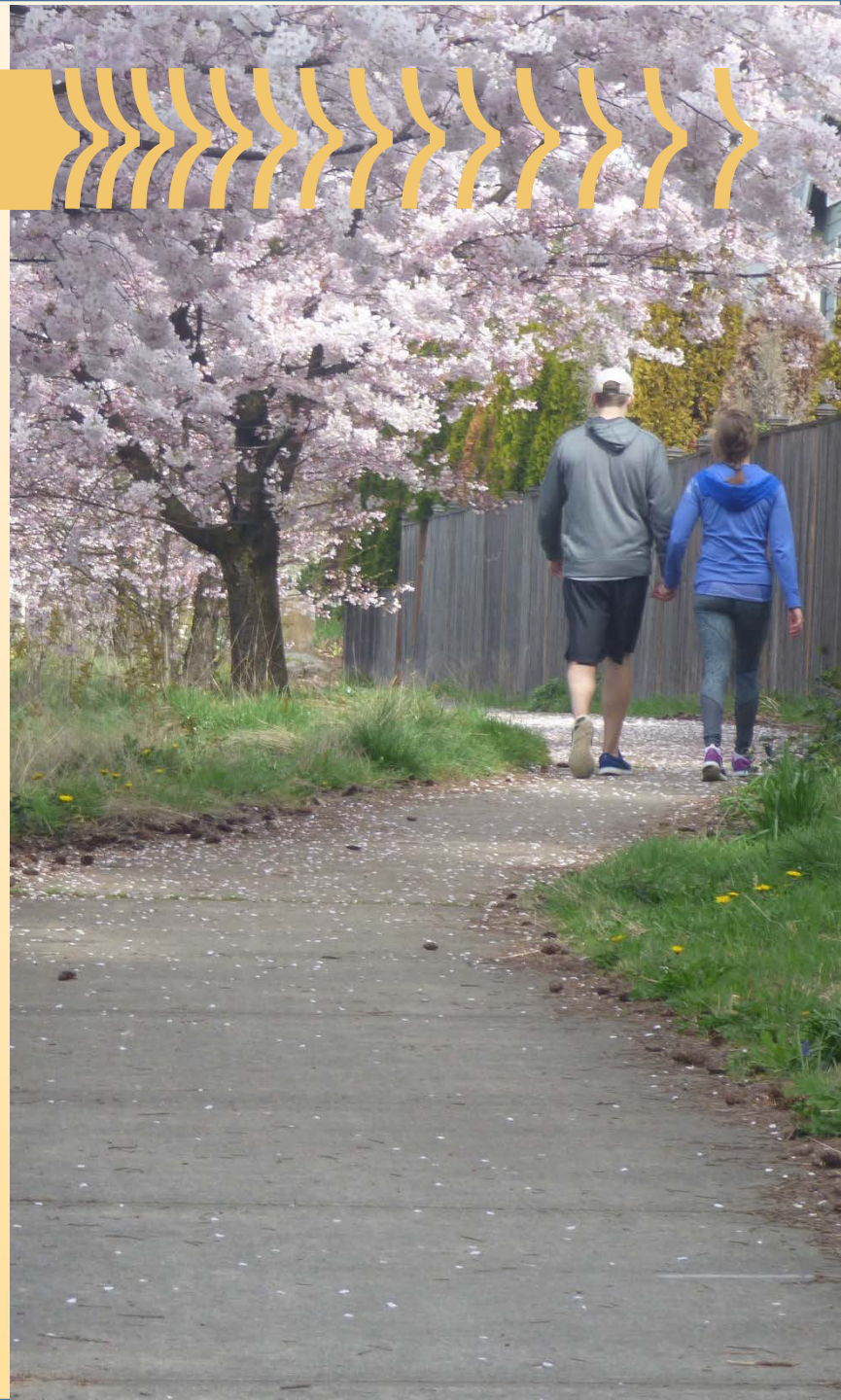
# Implementation

## Funding Sources

- Capacity Expansion - SDC Eligible
- Existing System Renovation & Replacements - Not SDC Eligible

## Next Steps

- Identify Funding Sources



# FUNDING OPPORTUNITIES



**Table 6-2: Summary of Funding Sources and Potential Applications**

| FUNDING SOURCE                   | CURRENTLY USED BY TUALATIN? | MAY BE USED FOR OPERATIONS | MAY BE USED FOR CAPITAL IMPROVEMENTS | RESTRICTIONS ON USE              |
|----------------------------------|-----------------------------|----------------------------|--------------------------------------|----------------------------------|
| Property Taxes                   | Y                           | √                          | √                                    |                                  |
| Charges for Services             | Y                           | √                          | √                                    |                                  |
| Parks System Development Charges | Y                           |                            | √                                    | Capacity enhancement projects    |
| Transient Lodging Tax            | Y                           | √                          | √                                    | 70% for tourism-related projects |
| General Obligation Bond          | Y                           |                            | √                                    |                                  |
| Operating Levy                   | N                           | √                          |                                      |                                  |
| Park Utility Fee                 | N                           | √                          |                                      |                                  |
| Public Agency Grants             |                             |                            | √                                    | Specified by grant               |
| Philanthropic Grants             |                             | √                          | √                                    | Specified by grant               |
| Donations                        | Y                           | √                          | √                                    | May be specified by donor        |





# FUNDING OPPORTUNITIES



- Operating Levy
- Park Utility Fee
- General Obligation Bond



# CURRENT VS. NEEDED FUNDING

## Tier I Project Cost Estimate

| Tier I Estimated Cost | Tier I SDC Eligible | Tier I Not Eligible |
|-----------------------|---------------------|---------------------|
| \$37,139,571          | <b>\$32,964,451</b> | \$4,175,120         |

## Projected SDC Revenue

| Residential collected to 2040 | Nonresidential collected to 2035 | Total               |
|-------------------------------|----------------------------------|---------------------|
| \$6,816,174                   | \$5,143,325                      | <b>\$11,959,499</b> |



# FUNDING SOURCE OPPORTUNITIES

- Council Discussion



# Proclamation

## *Declaring the Month of September 2019 as Emergency Preparedness Month in the City of Tualatin*

WHEREAS National Preparedness Month is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses, and schools; and,

WHEREAS National Preparedness Month creates a significant opportunity for every resident of the City of Tualatin to learn ways to prepare for all types of major emergencies or natural disasters; and

WHEREAS disasters often strike quickly, with little or no warning, and residents might be forced to evacuate neighborhoods, schools, and worksites, or be confined to homes; and

WHEREAS the City of Tualatin participates in the Great Shakeout drill each October to promote earthquake awareness for employees; and

WHEREAS emergency preparedness is the responsibility of every resident of the City of Tualatin, Oregon, and all residents are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type.

NOW, THEREFORE, IT IS PROCLAIMED by the Tualatin City Council that September 2019 is Emergency Preparedness Month and encourages all residents and businesses to develop their own emergency preparedness plan and work together toward creating a more prepared community.

INTRODUCED AND ADOPTED this 9th day of September 2019.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

City Recorder

September 14

**Viva Tualatin!**



**Viva Celebracion  
A Celebration**

**de artes y cultura  
of Arts and Culture**



# What is ¡Viva Tualatin!?



# Schedule/Programa



**1:00pm**

Grand Opening

**1:30pm**

Danza Azteca- Aztec Dancing

**2:40pm**

Mahathi Sridhar Bharatnatyam- Indian Classic Dance

**3:00pm**

Ballet Folklorico- Folk Dancing

**4:00pm**

Paradise of Samoa

**4:45pm**

Emcees Sharo Reyes & Enrique Caizero

**6:00pm**

Dina y los Rumberos



# Highlights

- Live music and dance performances
- Food and drinks
- Local business vendor booths
- Art booths
- Free Kids Activities – piñata making, chalk art, giant coloring mural, and more
- City of Tualatin Interactive Department Booths







**September 14<sup>th</sup>**

**1-9pm**

**Tualatin Community Park**

**Hope to see you there!**





*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:** September 9, 2019

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**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting of August 12, 2019

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

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**ATTACHMENTS:**

- City Council Work Session Minutes of August 12, 2019
- City Council Regular Meeting Minutes of August 12, 2019



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR AUGUST 12, 2019

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Robert Kellogg, Councilor Paul Morrison, Councilor Valerie Pratt

Absent: Councilor Maria Reyes

The tour began at 5:00 p.m.

### 1. Tualatin Moving Forward Project Tour

The Council and staff toured the following Tualatin Moving Forward project sites:

- Tualatin-Sherwood Road: Martinazzi to I-5
- 65th Avenue: Near Meridian Park Hospital
- Sagert Street: at Atfalati Park
- Martinazzi Avenue and Sagert Street
- Boones Ferry Road: at Siletz Drive
- 95th Avenue and Avery Street

The tour adjourned at 6:20 p.m.

Sherilyn Lombos, City Manager

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

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



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR AUGUST 12, 2019

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Robert Kellogg, Councilor Paul Morrison, Councilor Maria Reyes, Councilor Valerie Pratt

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### **Call to Order**

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

### **Pledge of Allegiance**

### **Announcements**

#### 1. Swearing-In of New Councilor Valerie Pratt

City Manager Sherilyn Lombos swore in Councilor Valerie Pratt.

#### 2. Update on Tualatin Youth Advisory Council's Activities for August 2019

Members of the Youth Advisory Committee (YAC) presented a PowerPoint on their latest activities and upcoming events. The committee will be selling concessions at the Movies on the Commons for the remainder of the summer as a fundraiser for members to attend the NLC Conference. New member recruitment was announced and is now open for grades 8-12. Upcoming committee participation includes helping with Viva Tualatin and the Pumpkin Regatta.

### **Public Comment**

Chamber of Commerce Director Linda Moholt spoke to business retention and expansion in Tualatin. She announced the Chamber is launching their Shop Tualatin program. The program allows businesses a way to get in front of citizens through digital marketing promotion. She stated you can sign-up for the program by visiting the Chambers website.

Ken and Cheryl Stoops spoke to code violations in relation to their neighbor's fence height and location. They requested the City take action on the violations.

### **Consent Agenda**

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

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes, Councilor Pratt

MOTION PASSED

1. Consideration of Approval of the Minutes for the Work Session of June 24, 2019, Special Council Meeting of July 17, 2019, and the Work Session and Regular Meeting of July 22, 2019
2. Consideration of **Resolution No. 5464-19** Authorizing the City Manager to Execute a Collective Bargaining Agreement with the Tualatin Police Officers Association

## Special Reports

1. Highway 99W and Transportation 2020 Investment Measure

Management Analyst Garet Prior presented on Highway 99W and Metro's Transportation 2020 Investment Measure. He stated the question for the Council is to consider if they want to join with King City, Tigard, and Sherwood in requesting funding for the Highway 99W corridor through Metro's Transportation 2020 Investment Measure Task Force. Analyst Prior shared the current priority corridors which are all located north of Tualatin and the second tier corridors which include Tualatin-Sherwood Road and Highway 99W. He stated equity is one of the pillars they are using to measure these projects and he feels like that is being missed in Tualatin. Analyst Prior stated there are direct life and safety projects needed along Hwy 99W. He stated there are two requests to me made, the first request would be to define a corridor plan for the area that would set a common vision, identify catalytic projects, and prioritize a shovel ready projects list. He noted ODOT has stated they have dedicated staff and funding towards this project. The second request would be for safety connections or improvements and off-street trail/active transportation projects.

Mayor Bubenik stated the four cities met and discussed these items. He stated all of them have the same concerns around Hwy 99W as it is the major route into these cities from Yamhill County. All were in agreement to work together towards the needed improvements along the corridor. Mayor Bubenik stated advocating together is the best way to try and receive funding for the project.

Councilor Kellogg stated it is imperative that the cities advocate for funding for this project. He noted as Yamhill County continues to expand the traffic problem is only going to continue to worsen.

Councilor Morrison stated 20 projects were originally discussed that touched every city and now there are only three being funded. He stated advocacy on this is important.

Councilor Reyes asked how much money is available and how much the cities will be asking for the project. Analyst Prior stated the corridor plan could range from \$500,000 to \$1 million. He stated if the cities can get traction on this project ODOT will kick off this process and a better vision for the project will take shape. He added the letter also includes projects from the regional transportation plan that start at \$15 million.

Councilor Brooks stated voters have supported this idea so she feels it is important to advocate for this project. She encouraged citizens to write additional letters of support.

Mayor Bubenik stated advocating for this project has been difficult because the 2020 group meets at a time that is difficult for citizens to attend. They received this feedback and the group will now be moved around to different locations so citizens around the Metro can attend and provide feedback.

Councilor Morrison asked what funding ODOT has pledged. Analyst Prior stated the money they pledged would be used to work on the corridor plan.

## General Business

### 1. Consideration of **Resolution No. 5457-19** Accepting the 2019 Sewer Master Plan Update

Public Works Director Jeff Fuchs and Engineer Kim McMillian presented the 2019 Sewer Master Plan update. Director Fuchs stated this is the first of three updates of the next few months. Engineer McMillian stated the master plan identifies infrastructure needs for our growing community, anticipates improvements needed for Basalt Creek development, and supports our commitment to being environmentally active. She stated master plan updates are done periodically with population growth and when service areas expand. Engineer McMillian stated the intent is to identify improvements needed to provide adequate capacity for current and future needs. She stated the last approved Sewer Master Plan was updated in 2002. Engineer McMillian stated the existing sewer system has deficiencies that require upsizing without any Basalt Creek development. She noted more than half of the projects identified in the update are related to the Basalt Creek Development. She stated development in Basalt Creek would require five pump stations and force-mains (paid for by CWS), 40,000 feet of new 8-inch gravity sewer (paid for by developers), and upsizing of the North Martinazzi trunk line.

Councilor Kellogg asked how far this master plan looks into the future. Director Fuchs stated it looks at current year, 2035, and future buildout.

Councilor Kellogg asked what the useful life of the city's current pipes are. Director Fuchs stated the city uses plastic pipes that last upwards of 100 years.

Councilor Morrison expressed concerns with the cost and financing of the projects in the plan. He noted some of the recommended improvements state they will only be done as funds become available. Director Fuchs stated there are very few projects that are identified to be done in the next ten years noting some projects would be paid through SDC dollars as they become available.

Councilor Pratt asked how often these plans are completed and how changes are made in between updates. Director Fuchs stated there is not a standard time period but ten years seem to be a comfortable time frame. He noted most growth does not happen rapidly so there typically is not a need for an immediate response.

Mayor Bubenik asked if the plan takes into account the infill from older neighborhoods. Director Fuchs stated staff would adjust the plan if that were to happen.

Mayor Bubenik asked when SDC fees get paid for by new developments. Director Fuchs stated new developments only pay for infrastructure as they develop.

Motion to adopt Resolution No. 5457-19 accepting the 2019 Sewer Master Plan update made by Councilor Kellogg, Seconded by Council President Grimes.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes, Councilor Pratt

MOTION PASSED

## **Council Communications**

Councilor Kellogg attended a briefing for the SW Corridor project. He stated discussions centered around on the increasing cost deficit and the need for additional revenues. He noted the goal is to find a project that will qualify for federal dollars. Councilor Kellogg stated a final decision date is projected in October. The next committee meeting is September 23.

Councilor Reyes attended the Comcast Internet Essentials broadcast. She stated they have launched this program to help low income individuals have internet at an affordable rate.

Councilor Morrison stated he attended the Zoo tour, he thanked Metro for organizing a great event. He also attended the C4 meeting and the Tualatin Shuttle came up as an example of what to do right when dealing with transportation.

Councilor Pratt thanked staff for helping get her up to speed on city matters.

Councilor Brooks announced the Multi-City Equity Summit is a free event and now has sign-ups open. She stated she attended the Metro Zoo tour, the Crawfish Festival, toured the woman's firefighter camp for girls, participated in the Legislative Review Session, National Night Out, Meet the Artist event at Ibach Park, the Policy Advisory Board meeting, and the Police Foundation meeting.

Council President Grimes stated she is excited the PGE Regional Emergency Center will break ground along Tualatin-Sherwood Road. She stated it will employ 180 people.

Mayor Bubenik stated he attended the Crawfish Festival, National Night Out, the Policy Advisory Board, the Washington County Coordinating Committee, and the Metro Mayors Consortium to discuss the legislative session. He announced the August 26<sup>th</sup> Council meeting will be cancelled.

## **Adjournment**

Mayor Bubenik adjourned the meeting at 8:23 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:** Casey Fergeson, Project Engineer  
**DATE:** 9/09/2019

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### **SUBJECT:**

Consideration of **Resolution No. 5463-19** to Award the Contract for Engineering Services for the SW 65<sup>TH</sup> / Nyberg Sanitary Sewer Trunk Main Rehabilitation: Permitting Process, Design, and Construction Services

### **RECOMMENDATION:**

Staff recommends that the City Council accept the scope and fee and authorize the City Manager to enter into a contract with AKS Engineering & Forestry, LLC for engineering services to determine the rehabilitation needed for approximately 800 lineal feet of aging/damaged 18-inch diameter concrete sanitary sewer trunk main.

### **EXECUTIVE SUMMARY:**

#### **Where is the sewer line located?**

Approximately 800 feet of 18-inch pipe needs rehabilitation and is south of SW Nyberg Road and west of SW 65<sup>th</sup> Avenue (see attached map).

#### **Why is rehabilitation of this sewer main necessary?**

In 2011 the City experienced a SSO (Sanitary Sewer Overflow) in the Nyberg wetlands due to the blockage in this sewer line. Investigation revealed that a structural defect allowed a tree root to penetrate the line and collect F.O.G (fats-oil-and grease), resulting in the blockage. As a result, the City's Street/Sewer/Storm Division has been monitoring and maintaining this section every 6-months. Since the monitoring began, City staff has identified three separate issues with this section of sewer line. A depression in the sewer line, tree root intrusion, and stormwater erosion has exposed a portion of the sanitary line and adjacent manhole.

#### **What are the next steps?**

A Request for Proposals (RFP) for Engineering Services for the design and recommendation of the sewer main rehabilitation project was published in the Daily Journal of Commerce on May 10<sup>th</sup>, 2019. Three proposals were submitted in response to the RFP. Staff reviewed the proposals for responsiveness to the selection criteria contained in the RFP.



Staff negotiated the scope of work and budget with AKS Engineering & Forestry, LLC. Attached for Council's review: 1) Preliminary Design; 2) Permitting Assistance; 3) Final Design; 4) Bidding Services; and 5) Services During Construction.

**What is the proposed project schedule?**

The project will begin in summer of 2019, design and permit work will continue to spring of 2020. Construction is tentatively scheduled to begin in spring or summer of 2020.

**FINANCIAL IMPLICATIONS:**

This project is funded by the Sewer Operating Fund. The proposed contract has a not to exceed budget of \$254,593. There is sufficient money budgeted next year to complete the construction of this project.

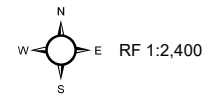
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**ATTACHMENTS:**

- A. Vicinity Map
- B. Resolution No. 5463-19
- C. Personal Services Agreement



- Tualatin Gravity Line
- Manhole
- CWS Gravity Line
- Lift Station
- CWS Force Main



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

RESOLUTION NO. 5463-19

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE 65th AVENUE / NYBERG SEWER REHABILITATION

WHEREAS, the City issued a solicitation for engineering services for the 65<sup>th</sup> Avenue / Nyberg Sewer Rehabilitation Project;

WHEREAS, the City advertised the invitation for request for proposals in the *Daily Journal of Commerce* on May 10, 2019, and the City received three responsive proposals;

WHEREAS, City staff reviewed the responsive proposals and determined AKS Forestry & Engineering, LLC submitted the best responsive proposal;

WHEREAS, City staff recommended the Council award a Professional Services Agreement to AKS Forestry & Engineering, LLC to provide engineering services for the 65<sup>th</sup> Avenue / Nyberg Sewer Rehabilitation Project;

WHEREAS, funds are budgeted for this Project in the Sewer Operating Fund; and

WHEREAS, the procurement complied with the City's public contracting requirements.

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

**Section 1.** The City awards a Professional Services Agreement for engineering services to AKS Forestry & Engineering, LLC for the 65<sup>th</sup> Avenue / Nyberg Sewer Rehabilitation Project.

**Section 2.** The City Manager is authorized to execute a Professional Services Agreement with AKS Forestry & Engineering, LLC in the amount of \$254,593.00.

**Section 3.** The City Manager is authorized to execute contract amendments totaling up to 10% of the original contract amount.

**Section 4.** This resolution is effective upon adoption.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

# CITY OF TUALATIN PROFESSIONAL SERVICES AGREEMENT

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

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

## **Section 2. Work.**

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

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

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

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

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

**Section 7. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.**

- A. Independent Contractor.** Contractor will perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.
- D. Anti-Kickback.** Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

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

**Section 9. Agreement Price.**

- A. Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Exhibit B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. Maximum Fee.** City agrees to pay Consultant the not to exceed price of **\$254,593.00**, which is inclusive of all hours necessary to complete the Work

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

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

**Section 11. Payment Process.**

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

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

**Section 12. Contractor's Representations.**

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

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

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

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

**1. City's Project Manager**  
Casey Ferguson, Project Engineer  
18880 SW Martinazzi Ave.  
Tualatin, OR 97062  
503-691-3034  
[cfergeson@tualatin.gov](mailto:cfergeson@tualatin.gov)

**2. Contractor's Project Manager**  
Jason Wuertz, Project Manager  
12965 SW Herman Rd., Suite 100  
Tualatin, OR 97062  
503-563-6151  
[wuertzi@aks-eng.com](mailto:wuertzi@aks-eng.com)

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

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

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

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

**Section 18. Severability.** If any term or provision of this 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 will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

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

**Section 21. Ownership of Intellectual Property.**

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

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

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

**C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

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

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

**Section 24. Nondiscrimination; Compliance with Applicable Law.** Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

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

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

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

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

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

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



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

**Section 32. Indemnification.**

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

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

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and In the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- E. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

**Section 34. Default; Remedies; Termination.**

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

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

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

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

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

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

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

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

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

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

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

specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- G. Return of Property upon Termination.** Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
- H. City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

### **Section 35. Dispute Resolution.**

- A. Process.** If Contractor is not in agreement with a decision of the City under this Agreement, Contractor must comply with the following process:
- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
  - (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
  - (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.
  - (iv) If Contractor is in disagreement with the City's Project Manager's decision, Contractor may seek review of the decision by the City's Public Works Director, or designee, by filing a request for review within 10 days of the City's Project Manager's written decision.
  - (v) The City's Public Works Director will have 14 days to review the request and make a decision. If Contractor is agreeable with the City's Public Works Director, a Change Order will be processed consistent with the decision.
- B. Exhaustion of Remedies.** If Contractor is not in agreement with the written decision of Public Works Director, Contractor will only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.
- C. Complaint.** Any claim that cannot be resolved between the parties as set forth in this Section shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

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

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

**Section 38. Governing Law; Venue; Consent to Jurisdiction.** This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and

conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

AGREED AND ENTERED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_  
Contractor's Federal ID Number

By \_\_\_\_\_  
Sherilyn Lombos  
City Manager  
18880 SW Martinazzi Ave.  
Tualatin, Oregon 97062  
Telephone (503) 692-2000

APPROVED AS TO LEGAL FORM

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



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:** September 9, 2019

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### **SUBJECT:**

Consideration of **Resolution No. 5466-19** Authorizing the City Manager to Execute Change Orders for the Sagert Street Pedestrian Connectivity and Enhancement Project

### **RECOMMENDATION:**

Staff recommends Council adopt the proposed resolution

### **EXECUTIVE SUMMARY:**

On July 22, 2019, by Resolution No. 5459-19, the Council awarded a contract to Brown Contracting, Inc., in the amount of \$123,123 for construction of the Sagert Street Pedestrian Connectivity and Enhancement Project. This resolution also authorized execution of change orders up to 10% of the contract amount.

The amount of this contract, \$123,123, is considerably below the estimated cost for this work, resulting in a small amount within the 10% available for change orders. This resolution 5466-19 allows a larger amount (\$60,000) for change orders if they are determined to be justified by the Public Works Director and City Manager. This would allow staff to more efficiently manage this construction project and get needed work done while still keeping project construction costs under budget. Any change order work under this authority will be funded with Community Development Block Grant funds.

### **OUTCOMES OF DECISION:**

Adoption of this resolution would allow staff to more efficiently manage this construction project while still keeping project construction costs under budget.

### **ALTERNATIVES TO RECOMMENDATION:**

Council could decide to not adopt this resolution, which may result in relatively small change orders being brought to Council for individual approval, which would necessitate additional staff time and costs.

### **FINANCIAL IMPLICATIONS:**

None, as the project construction cost and change order cost are budgeted within the Road Operating Fund from Community Development Block Grant funds.

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**ATTACHMENTS: RESOLUTION 5466-19**

RESOLUTION NO. 5466-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDERS FOR THE SAGERT STREET PEDESTRIAN  
CONNECTIVITY AND ENHANCEMENT PROJECT

WHEREAS, on July 22, 2019, by Resolution No. 5459-19, the Council awarded a contract to Brown Contracting Inc., in the amount of \$123,123 for construction of the *Sagert Street Pedestrian Connectivity and Enhancement Project*;

WHEREAS, the Resolution awarding the contract also authorized the City Manager to execute change orders totaling up to 10% of the original contract price;

WHEREAS, additional change orders may be needed for the Project; and

WHEREAS, to maintain the current schedule and ensure efficiency for the Project, it is necessary to authorize the City Manager to execute additional change orders for the Project.

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

**Section 1.** The Council authorizes the City Manager to execute change orders for the *Sagert Street Pedestrian Connectivity and Enhancement Project* in an amount up to a total of \$60,000 over the original contract price.

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

INTRODUCED AND ADOPTED by the City Council this 9<sup>th</sup> day of September, 2019.

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:** Mike McCarthy, PE, Principal Transportation Engineer  
Jeff Fuchs, PE, Public Works Director

**DATE:** September 9, 2019

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### **SUBJECT:**

Consideration of **Resolution No. 5467-19** Authorizing the City Manager to Execute an Intergovernmental Agreement With Metro to Exchange Funding Sources Related to the Herman Road Project

### **RECOMMENDATION:**

Staff recommends Council authorize the City Manager to sign the Intergovernmental Agreement.

### **EXECUTIVE SUMMARY:**

- This intergovernmental agreement will allow the City to design and construct the Herman Road project using local Washington County funding rather than federal funding that would be administered by Oregon Department of Transportation (ODOT) and Metro. Local funding will allow this project to be delivered more efficiently using City standards.
- In 2016 Tualatin was awarded a federal Regional Flexible Funding Allocation (RFFA) grant by Metro for a project including preliminary design to reconstruct Herman Road with bike lanes and sidewalk between Tualatin Road to Teton Avenue and to restripe Herman Road with buffered bike lanes from Cheyenne Way to SW 124<sup>th</sup> Avenue.
- Projects with RFFA funding are typically delivered through ODOT under state and federal requirements, standards, and processes, which can be significantly more expensive than projects delivered with local funds and local standards.
- In an effort to expedite the Herman Rd project, the City, Washington County, and Metro have agreed to transfer the federal funds from the City's Herman Road RFFA grant to a County project, which already has federal funding, and to transfer the same amount of County funds from that project to the city's Herman Road project. This will eliminate the requirements associated with federal funding from the Herman Road project.
- This intergovernmental agreement establishes the framework that Metro will use to oversee Tualatin's delivery of the Herman Road design project.
- Washington County and Metro have already executed their agreement regarding the County funds that will be transferred to the Herman Road project. Once the City authorizes the transfer Metro will execute the funding transfer between these projects, and the City can begin designing the Herman Road project using City standards.

**OUTCOMES OF DECISION:**

Authorizing the City Manager to sign the intergovernmental agreement will allow the Herman Road project to move forward with local funding.

**ALTERNATIVES TO RECOMMENDATION:**

Council could decide to not authorize the City Manager to sign this agreement. This would result in the project needing to be delivered with federal funds, which would cost more and take longer.

**FINANCIAL IMPLICATIONS:**

The City's share of the cost of this project is budgeted in the Road Operating Fund.

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**ATTACHMENTS:**

- Authorizing Resolution
- Intergovernmental Agreement
- Intergovernmental Agreement Attachments



RESOLUTION NO. 5467-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO TO EXCHANGE FUNDING SOURCES RELATED TO THE HERMAN ROAD PROJECT

WHEREAS, Metro is the federally mandated metropolitan planning organization (MPO) designated by the Governor to develop an overall transportation plan for the region;

WHEREAS, Metro awarded the City \$625,000 in 2019-2021 regional flexible funds for the Herman Road Walking and Bicycling Improvement Project;

WHEREAS, City asked Washington County, and Washington County agreed, to exchange flexible funds awarded to the Herman Road Walking and Bicycling Improvement for the overmatch of local funds currently applied to the federally funded Basalt Creek Project;

WHEREAS, to help facilitate the exchange, Metro will receive local funds from Washington County, in exchange for Metro to amend the 2018-2021 MTIP and reprogram \$625,000 from the City of Tualatin Herman Road Walking and Bicycling Improvement Project to the Basalt Creek Parkway Extension;

WHEREAS, Washington County and Metro have entered into an Intergovernmental Agreement to provide for the exchange between Metro and Washington County of Surface Transportation Block Grant Program (STBG) funds allocated to Metro for Washington County local funds, to fund the City of Tualatin Herman Road Walking and Bicycling Improvement Project; and

WHEREAS, the purpose of the Intergovernmental Agreement between the City and Metro is to allow Metro to administer the local funds from Washington County for the Herman Road Project.

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

**Section 1.** The City Manager is authored to execute an Intergovernmental Agreement with Metro for the Herman Road Project, which is attached as Exhibit 1, and incorporated by reference.

**Section 2.** The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

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

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

## Intergovernmental Agreement

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**Metro Contract No. 936200**

**Project:** Tualatin: Herman Road Project

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the **City of Tualatin** referred to herein as ("City"), a political subdivision of the State of Oregon located at 18880 S.W. Martinazzi Avenue, Tualatin, Oregon 97062-7092.

### Background

1. Metro is the federally mandated metropolitan planning organization (MPO) designated by the Governor to develop an overall transportation plan for the region. The Metropolitan Transportation Improvement Program (MTIP) documents how all federal transportation money is spent in the Portland metropolitan area. It also documents state- and locally-funded projects that may significantly affect the region's air quality. As the MPO for the Portland region, Metro is required to prepare the MTIP documenting funded projects scheduled for the next four years.
2. Regional flexible funds are money from the federal government that may be used for a wide range of projects. These funds come from three federal grant programs. Surface Transportation Block Grant Program (STBG) funds may be used for projects to preserve and improve conditions and performance on public roads, pedestrian and bicycle infrastructure, and transit capital projects. Congestion Mitigation/Air Quality Program (CMAQ) funds may be used for surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief.
3. Washington County and Metro have entered into an Intergovernmental Agreement to provide for the exchange between Metro and Washington County of STBG funds allocated to Metro for Washington County local funds, to fund the City of Tualatin Herman Road Walking and Bicycling Improvement Project. The purpose of the fund exchange is to facilitate the delivery of 2019-2021 regional flexible funded projects. In April 2017, Metro awarded the City of Tualatin \$625,000 in 2019-2021 regional flexible funds for the Herman Road Walking and Bicycling Improvement Project. Since the award the City of Tualatin has learned that it cannot use the flexible funds for the Herman Road Project because of certain federal requirement. The City of Tualatin has asked Washington County to exchange flexible funds awarded to the Herman Road Walking and Bicycling Improvement for the overmatch of local funds currently applied to the federally funded Basalt Creek Project.
4. Washington County has agreed to the exchange with the City of Tualatin. Washington County is putting in a significant amount of local funding into the Basalt Creek Parkway Extension project. To help facilitate the exchange, Metro will receive local funds from Washington County, in exchange for Metro to amend the 2018-2021 MTIP and reprogram \$625,000 from the City of Tualatin Herman Road Walking and Bicycling Improvement Project to the Basalt Creek Parkway Extension.
5. The purpose of this Agreement is to administer the local funds from Washington County for the Herman Road Project.

### Agreement

Pursuant to the above recitals, the authority granted in ORS Chapters 267 and 268 and the Metro Charter, and in recognition of the mutual interests of the parties and based upon the terms and conditions herein, the parties mutually agree as follows

#### 1. Term

The term of this Agreement will be from **July 1, 2019** through **September 30, 2021**, unless terminated or extended as provided in this Agreement.

# Intergovernmental Agreement

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**Metro Contract No. 936200**

## 2. Scope of Work

The City must perform all activities specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work controls.

## 3. Changes to Scope of Work

The City and Metro may modify the Scope of Work, upon mutual agreement, provided that there are no changes to the City's contribution nor substantial changes to the schedule covered by the Scope of Work and so long as the change does not require adoption by JPACT or the Metro Council.

## 4. Compensation

The total Agreement amount is **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$725,000.00)**. This amount includes (1) Metro funds to be dispersed to the City not to exceed **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS (\$625,000.00)**; and (2) the City's contribution of **ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00)**; Metro will reimburse the City only for work completed on the Project during the effective date of the Agreement period.

## 5. Payment

Metro will reimburse the City as set forth in the Scope of Work.

## 6. Excess Funds

If the City fails to start or complete the Project, or completes the Project without expending all of the funds, Metro will retain any remaining funds.

## 7. Right to Withhold payments

Metro will have the right to withhold payments due to the City such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from the City's performance or failure to perform under this Agreement or the failure of the City to make proper payment to any suppliers or subcontractors. Metro will retain 10% of the Project funds provided by Metro. Metro will release the retained funds to the City upon substantial completion of the Project as described in the Scope of Work.

## 8. Funding Recognition

The City must recognize Metro and use Metro's logo in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the City, including, without limitation, any on-site signage.

## 9. Records Maintenance

The City must maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, the City must maintain any other records pertinent to this Agreement in such a manner as to clearly document the City's performance. The City must retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

# Intergovernmental Agreement

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**Metro Contract No. 936200**

## **10. No Third Party Beneficiary**

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

## **11. Indemnity**

To the extent permitted by Oregon law and subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

## **12. Termination for Cause**

- a) Subject to the notice provisions set forth in Section 2 below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the City has failed to comply with any provision of this Agreement and is therefore in default.
- b) Before terminating this Agreement in accordance with Section 1 above, Metro will provide the City with written notice that describes the reason(s) that Metro has concluded that the City is in default and includes a description of the steps that the City must take to cure the default. From the date that such notice of default is received by the City, the City will have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, the City will have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event the City does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro will notify the City in writing of the effective date of the termination.
- c) The City will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the City was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, the City) this Agreement will be reinstated or the parties may agree to treat the termination as a joint termination for convenience.

## **13. Joint Termination for Convenience**

Metro and the City may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon the mutual, written termination agreement signed by both Metro and the City.

## **14. Dispute Resolution**

This Agreement is to be construed according to the laws of the State of Oregon. The City and Metro will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

# Intergovernmental Agreement

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**Metro Contract No. 936200**

## **15. State and Local Law Compliance**

The City must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

## **16. Discrimination Prohibited**

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the City receiving funds pursuant to this Agreement.

## **17. Notice of Project Risk**

The City, must inform Metro immediately of any actual or potential problems or defects that present potential risk to the project moving forward.

## **18. Independent Contractor Status**

The City is an independent Contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Under no circumstances will the City be considered an employee of Metro. The City must provide all tools or equipment necessary to carry out this Agreement, and will exercise complete control in achieving the results specified in the Scope of Work.

The City is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

## **19. Notice and Parties Representatives**

The parties must address any notices permitted or required by this Agreement to the other party's representative(s) as set forth below and will be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing written.

### The City's Designated Representative and contact information:

Michael McCarthy  
Principal Transportation Engineer  
City of Tualatin  
18880 S.W. Martinazzi Avenue  
Tualatin, Oregon 97062-7092  
[mmccarthy@tualatin.gov](mailto:mmccarthy@tualatin.gov)

# Intergovernmental Agreement

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**Metro Contract No. 936200**

Metro's Designated Representatives:

Grace Cho  
Senior Transportation Planner  
Metro  
600 N.E. Grand Avenue  
Portland, Oregon 97232-2736  
[grace.cho@oregonmetro.gov](mailto:grace.cho@oregonmetro.gov)  
503-797-1776

with copy to:  
Metro Attorney  
600 N.E. Grand Avenue  
Portland, Oregon 97232-2736

## **20. Assignment**

The City may not assign or transfer this Agreement without written permission from Metro.

## **21. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## **22. No Waiver of Claims**

The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision.

## **23. Modification**

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

## **24. Severability**

If any clause, sentence or any other portion of the terms and conditions of this Grant Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

## **25. Authority**

The representatives signing on behalf of the Parties certify they are duly authorized by the Party for whom they sign to make this Agreement.

## **26. Further Assurances**

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

# Intergovernmental Agreement

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**Metro Contract No. 936200**

## 27. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

## 28. No Special or Consequential Damages

The City expressly waives any claims against Metro regarding the Scope of Work under this Agreement. In no event will Metro be liable for and the City specifically releases Metro from any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related to the Scope of Work or this Agreement, however caused, whether or not arising from Metro's sole, joint or concurrent negligence.

**The City, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT THE CITY HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

### City of Tualatin

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Metro

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Exhibit A – Scope of Work

**Metro Contract No. 936200**

**Project Title: Herman Rd: SW 124<sup>th</sup> Ave – SW Cheyenne Way**  
**Project Number: RTP # 10715**

Estimated budget at time of award:

|                        |           |
|------------------------|-----------|
| Total Cost of Project: | \$725,000 |
| Metro Award            | \$625,000 |
| City Contribution      | \$100,000 |

The project application is attached to the Scope of Work as Attachment 1.

1. The City agrees to proceed with the Project as scheduled:

| Task     | Task Description and Deliverables  | Month/Year                    | Estimated Metro Award Amount |
|----------|--|-------------------------------|------------------------------|
| <b>1</b> | <b>Project Management and Oversight</b>  | August 2019 to December 2021  | \$0                          |
|          | Deliverable: Quarterly Progress Report #1  | January 2020                  |                              |
|          | Quarterly Progress Report #2   | April 2020                    |                              |
|          | Quarterly Progress Report #3   | July 2020                     |                              |
|          | Quarterly Progress Report #4   | October 2020                  |                              |
|          | Quarterly Progress Report #5   | January 2021                  |                              |
|          | Quarterly Progress Report #6   | April 2021                    |                              |
|          | Quarterly Progress Report #7   | July 2021                     |                              |
|          | Final Project Report   | September 2021                |                              |
| <b>2</b> | <b>Site Inventory Survey and Mapping</b>   | September 2019 to June 2020   | \$100,000                    |
|          | Deliverable: Survey and Mapping Technical Report, including survey and mapping of anticipated project area, contours, utilities, and nearby adjacent property lines  |                               |                              |
| <b>3</b> | <b>Preliminary Design</b>  | January 2020 to December 2020 | \$250,000                    |
|          | Deliverable: 30% Plans with agency comments incorporated. Plans would show preliminary design of project including travel lanes, bicycle and pedestrian facilities, conceptual storm drainage system and treatment facilities, and anticipated project footprint.  |                               |                              |
| <b>4</b> | <b>Environmental Permitting Applications</b>   | July 2020 to April 2021       | \$125,000                    |
|          | Deliverable: Written report of project environmental issues, affects, applicable standards, and mitigation (if any). Copies of Permit applications submitted to appropriate agencies and agency acknowledgement  |                               |                              |
| <b>5</b> | <b>Detailed Design</b>   | September 2020 to August 2021 | \$150,000                    |
|          | Deliverable: 60% Plans with agency comments incorporated. Plans would show detailed design of project including travel lane and bicycle and pedestrian facility grades, widths, and thicknesses, preliminary signage and pavement markings, and storm drainage and treatment facility layout and sizing. |                               |                              |

# Exhibit A – Scope of Work

**Metro Contract No. 936200**

2. Project Location:  
Herman Road from SW 124<sup>th</sup> Avenue to SW Cheyenne Way in Tualatin, Washington County
3. Conditions:
  - a) The City of Tualatin agrees the Herman Road Walking and Bicycle project will not pursue or fund the remaining phases of the project with federal funds.
  - b) Should the City of Tualatin change course and decide to pursue and receives federal funds for the Herman Road Walking and Bicycling project, the City is required to forfeit the **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS (\$625,000.00)** to Metro.
4. Publicity:  
As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
5. The City agrees to submit to Metro regular progress reports as follow
  - a) Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly and when Project Deliverables are met. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. Quarterly reports and deliverables are to be submitted via ZoomGrants. Quarterly reports are due 15 days after the end of the calendar year quarter. Dates are: January 15, April 15, July 15, and October 15. The City must include the following details in all progress reports:
    - i. An account of the work accomplished to date.
    - ii. A statement regarding the City's progress on the Project.
    - iii. The percentage of the Project completed.
    - iv. A statement as to whether the Project is on schedule or behind schedule.
    - v. A description of any unanticipated events.
    - vi. A description of the next quarter's tasks.
  - b) The City must submit all progress reports in ZoomGrants or in another Metro approved and documented reporting method, by request.
  - c) Final Report:  
The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:
    - i. Full and final accounting of all expenditures.
    - ii. The value and source of all matching funds.
    - iii. A description of work accomplished.
    - iv. Volunteer hours and participation (if applicable).
    - v. Project photos (including a photo of the signage acknowledging Metro during construction), if used.
  - d) The final report submitted by the City must be in the Final Report Form provided by Metro unless Metro approves in writing another reporting method.
6. Reimbursement - Limitations:
  - a) Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
    - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable. Carryover funds which equates to 20% or greater of the estimated budget for the phase will require a formal change request.
    - ii. In the event of cost overrun, no additional funding will be granted.
  - b) Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
  - c) The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change

## Exhibit A – Scope of Work

**Metro Contract No. 936200**

management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.

- d) Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.
- e) The Agreement amount is the total of Regional Flexible funds awarded to the Project, minus a 2% administrative fee. Pursuant to the agreement between Metro and Washington County, Metro may charge a fee of the total project cost to administer the funds. Metro's approach is to use the interest accumulated on the funds first, then charge 2% of the project cost, as reimbursement for administrative costs.

### 7. Change Management:

- a) Metro will shift funds, within reason, that the City did not use in earlier stages of the Project to later phases of the Project without a change request, as long as the funds are within 20% of the estimated budget total for the phase.. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.
- b) The City must make a request for the following changes to the Project:
  - i. A revision to the Project scope of work and/or timeline.
  - ii. Addition of local funds to the Project.
- c) Change requests to reduce the scope of the Project will not change local match commitment on the Project.
- d) The City must submit change requests to Metro in writing.

### 8. Reimbursement – Invoicing:

- a) The total Agreement amount is **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$725,000.00)**. This amount includes (1) Metro funds to be dispersed to the City not to exceed **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS (\$625,000.00)**; and (2) the City's contribution of **ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00)**.
- b) The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c) All invoice payments are conditional upon Metro's Project Manager's approval of the Progress Reports. The City must present progress reports to Metro's Project Manager on a quarterly basis and when Project Deliverables are met.
- d) The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required matching amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
- e) The City must include in the invoice:
  - Metro Contract No. 936200
  - XXXX name
  - Remittance address
  - Invoice date
  - Invoice number
  - Invoice amount
  - Local Match amount
  - Itemized statement of work performed and expenses incurred during the invoice period
  - **Required** to be submitted quarterly

## Exhibit A – Scope of Work

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**Metro Contract No. 936200**

- f) The City must send the invoice to:  
Metro  
Grace Cho – Project Manager  
600 N.E. Grand Avenue  
Portland, Oregon 97232-2736  
Or:  
[grace.cho@oregonmetro.gov](mailto:grace.cho@oregonmetro.gov)
- g) The City must reference the Metro Contract No. 936200 in the email subject line.
- h) Pursuant to Metro’s fiscal year end, the City’s invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 15. Metro will make payment on a Net (thirty) 30 day basis upon approval of the City’s invoice and quarterly progress report.

# Exhibit A – Scope of Work

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**Metro Contract No. 936200**

**ATTACHMENT 1  
PROJECT APPLICATION**  
(to follow)



# City of Tualatin

[www.tualatinoregon.gov](http://www.tualatinoregon.gov)

August 26, 2016

Dan Kaempff  
Principal Transportation Planner  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Regional Flexible Fund Allocation Request

Mr. Kaempff:

The City of Tualatin is submitting the attached application package for RFFA Active Transportation & Complete Streets Project funding for the design development phase of the *Herman Road Active Transportation Corridor Project*. The City is requesting \$625,000 for the Project Development phase of the project.

We are excited about this opportunity to move forward with an active transportation project that is locally and regionally significant. Our application includes 12 letters of support from regional leaders and local businesses. This project will provide active transportation options for 6,500 jobs within one quarter mile of the project location.

The attached application package includes the following: RFFA Application, Appendix A - Environmental Justice Certification, Appendix B - GIS Shape Files, Appendix C - Active transportation checklist, Appendix E - Cost Estimator, and Appendix F - Letters of Support.

Thank you for considering this request. If you have questions about this project or our request, please contact me at (503) 691-3034 or [jfuchs@ci.tualatin.or.us](mailto:jfuchs@ci.tualatin.or.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Fuchs", with a long horizontal flourish extending to the right.

Jeff Fuchs, PE  
City Engineer

RESOLUTION NO. 5293-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT REGIONAL FLEXIBLE FUND ALLOCATION (RFFA) GRANT FUNDS TO COMPLETE PROJECT DESIGN FOR THE HERMAN ROAD ACTIVE TRANSPORTATION PROJECT.

WHEREAS, Metro is accepting proposals for the Regional Flexible Fund Allocation (RFFA) Grant Program; and

WHEREAS, the City of Tualatin desires to participate in this funding program for project development of the Herman Road Active Transportation Project; and

WHEREAS, there are over 6,500 jobs within a quarter mile of the project area; and

WHEREAS, this project will improve active transportation options for employees and residents along Herman Road between Tualatin Road to Teton Avenue; and

WHEREAS, receiving the RFFA Grant funds would provide funding for project development of the Herman Road Active Transportation Project.

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


**Section 1.** The City Manager is authorized to apply for, and if awarded, accept RFFA Grant funding from Metro for project development of the Herman Road Active Transportation Project.

**Section 2.** The City Manager is authorized to execute any and all documents related to the grant application and to effectuate the award.

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

INTRODUCED AND ADOPTED this 22nd day of August, 2016.

CITY OF TUALATIN OREGON

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

APPROVED AS TO LEGAL FORM

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

ATTEST

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



# City of Tualatin

[www.tualatinoregon.gov](http://www.tualatinoregon.gov)

August 22, 2016

Regional Flexible Fund  
Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern:

I am writing to express my support for the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for a critical active transportation improvement on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

Herman Road is an essential corridor in the City of Tualatin that provides an alternative connection to congested Tualatin – Sherwood Road and direct access to one of Tualatin's largest employment areas. The section of Herman Road this project focuses on combines trucks, cars, buses, bikes, and pedestrians onto two 12 - foot wide vehicle travel lanes. There are no sidewalks or bike lanes to provide safe separation for vulnerable road users. This is an area in our city that is sorely in need of infrastructure improvements to provide safe passage for people traveling to and from work.

Improvements to Herman Road have been needed for a very long time. Roadway improvements were included in the 2014 Transportation Systems Plan to improve safety in this corridor. This project will provide a regional active transportation route alternative to Tualatin – Sherwood Road which will make travel by bike or on foot much safer. This project will help move us one step closer to serving residents and employees in this area by providing them with the needed infrastructure to safely bike, walk or take transit to their destination.

On behalf of the City of Tualatin Mayor and City Council, the City of Tualatin strongly supports this application for project development funding consideration.

Respectfully,

A handwritten signature in blue ink that reads 'Sherilyn Lombos'.

Sherilyn Lombos  
City Manager





## Active Transportation & Complete Streets Projects

Name of Project        **HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR  
PRELIMINARY ENGINEERING**

*(project name will be adjusted to comply with ODOT naming convention if necessary)*

### Project application

The project application provides in depth process, location and project definition details and serves as the nomination form for project funding consideration. **Project applications should be kept to 12 pages total per project.** The application form is available electronically at: <http://www.oregonmetro.gov/rffa>. Please complete the following:

### Project Definition

#### Project Description

- **Facility or area:** SW Herman Road in Tualatin
- **Beginning facility or milepost.** SW 124<sup>th</sup> Avenue
- **Ending facility or milepost.** SW Tualatin Road
- **Provide a brief description of the project elements.**

Improve bike lanes, sidewalks, and transit stops along Herman Road between the employment district, neighborhoods, and downtown. Improve safety and mobility for all roadway users along Herman Road where currently, bicycles, pedestrians, automobiles, transit, and trucks share two 12-foot vehicle travel lanes because there are no bike lanes or sidewalks. Add buffered bike lanes and other Active Transportation components where there are existing sidewalks and bike lanes.

- **City (ies).** Tualatin
- **County(ies).** Washington County

#### Base project information

- **Corresponding RTP project number(s) for the nominated project.** 10715 (Herman Road from Teton to Tualatin, upgrade to standard two lane road.)
- **Attach a completed Public Engagement and Non-discrimination checklist (Appendix A).**  
 Attached as Appendix A
- **Purpose and need statement (The purpose and need statement should address the criteria as they apply to the project, for example: increase non-auto trip access to essential services in the X town center, particularly for the high concentration of Y and Z populations in the project area).**

This project will complete a gap in the active transportation corridor to provide a safe connection between residential areas including lower income multifamily residential areas and the industrial/manufacturing employment areas in northwest Tualatin. The project will also improve

freight mobility by separating active transportation users from automobiles and freight along this important corridor. The project will provide bike lanes and sidewalks along a ½ mile stretch of Herman Road where currently, pedestrian and bicycle commuters must walk or ride on the roadway with the cars and trucks. Herman Road is a central part of the two Ride Connection last-mile bus routes within Tualatin. This project will evaluate locations along Herman Road where transit stops can be added in an area where no transit stops currently exist. Completing this gap in the pedestrian, bicycle, and transit transportation system will enable more users to move from cars to active transportation. When complete, the project will provide low income communities with a safer route to travel between home and work, providing improved active transportation facilities for 6,500 businesses, 6,000 nearby residents, and 2,000 monthly last-mile transit riders.

- **Attach a completed Active Transportation Design checklist (Appendix C).**  Attached as Appendix C
- **Description of post implementation measurement of project effectiveness (Metro staff is available to help design measurement methodologies for post-construction project criteria performance).** This project will be considered successful if:
  1. *Public feels engaged in design process and solutions* – will use continuous public outreach and surveys to validate effectiveness of public involvement process during Preliminary Engineering and construction
  2. *Conflicts between bicycles/pedestrians and vehicles are eliminated or greatly reduced* – will measure with crash data, user surveys and police observations
  3. *We see increased bicycle, pedestrian, and transit travel to the employment center* – will use employer and user surveys to measure effectiveness
  4. *Vulnerable road users feel safer and more comfortable commuting to work by bike, transit, or on foot* - will use employer and user surveys to measure effectiveness
  5. *Automobile speeds are reduced to the speed limit* – will use a Jamar Technologies Radar Recorder <http://www.jamartech.com/radarrecorder.html> to measure speeds, number of vehicles, and length (type) of vehicle before and after the improvements along Herman Road .
  6. *Transit ridership increases through this corridor and additional businesses are served by Ride Share's last mile system* - will work with Ride Connection to obtain ridership counts before and after project. Will work with businesses to determine modal shift of employees.

During the Preliminary Engineering Phase of the project, the City will work with the community to identify other performance measures that will help everyone understand the success of the project.

#### **Project Cost and Funding Request Summary**

- **Attach a completed Cost Methodology workbook (Appendix E) or alternative cost methodology. Describe how the project cost estimate was determined, including details on project readiness and ability for project funding to be obligated within the 2019-21 timeframe. Reference**

**availability of local match funds, status of project development relative to the requirements of federal-aid projects, and indicators of political and community support.**

The Cost Methodology workbook attached as Appendix E was prepared for the entire project including construction. This grant application is only for Preliminary Engineering, which will occur during the 2019-21 timeframe. Local matching funds are available from the City’s Road Operations Fund and Washington County MSTIP Opportunity Funds, which were approved by WCCC on August 15<sup>th</sup>. \$100,000 in total local matching funds are available for Preliminary Engineering phase. This project is incredibly popular among the business and transportation communities in Tualatin and regionally as demonstrated by the 12 letters of support included with this application.

- **Total project cost**  
(Include and describe any cost elements beyond those funded by the request + match):

Total project cost including Project Development, Engineering, Environmental, Right of Way, and construction is estimated to be \$5,327,000 (midyear of expenditure). This Funding Request is for only the Preliminary Engineering Phase (Project Development, P.E., and Environmental), \$625,000. The following table shows the total project amount, the RRFA request, and the local match amounts for each phase of the project through construction.

|  | Total Project Cost  | RFFA Request | Local Match        |
|--|---------------------|--------------|--------------------|
| <b>Preliminary Engineering</b>                                 | \$ 725,000          | \$ 625,000 ← | \$ 100,000 (13.8%) |
| <b>↓ FUTURE PHASES (RFFA, MSTIP, OTHER, and Local Match) ↓</b> |                     |              |                    |
| Right-of-Way   | \$ 1,152,000        |              |                    |
| Construction   | \$ 3,451,000        |              |                    |
| <b>Total</b>   | <b>\$ 5,327,000</b> |              |                    |

All costs inflated to midyear of expenditure.

- **RFFA funding request by project phase:**  
(e.g. Project Development, P.E., Environmental, ROW acquisition, Construction)

This Funding Request is for the **Preliminary Engineering Phase** only. Project costs for Construction and Right of Way will be refined during the Preliminary Engineering phase prior to requesting funding for construction.

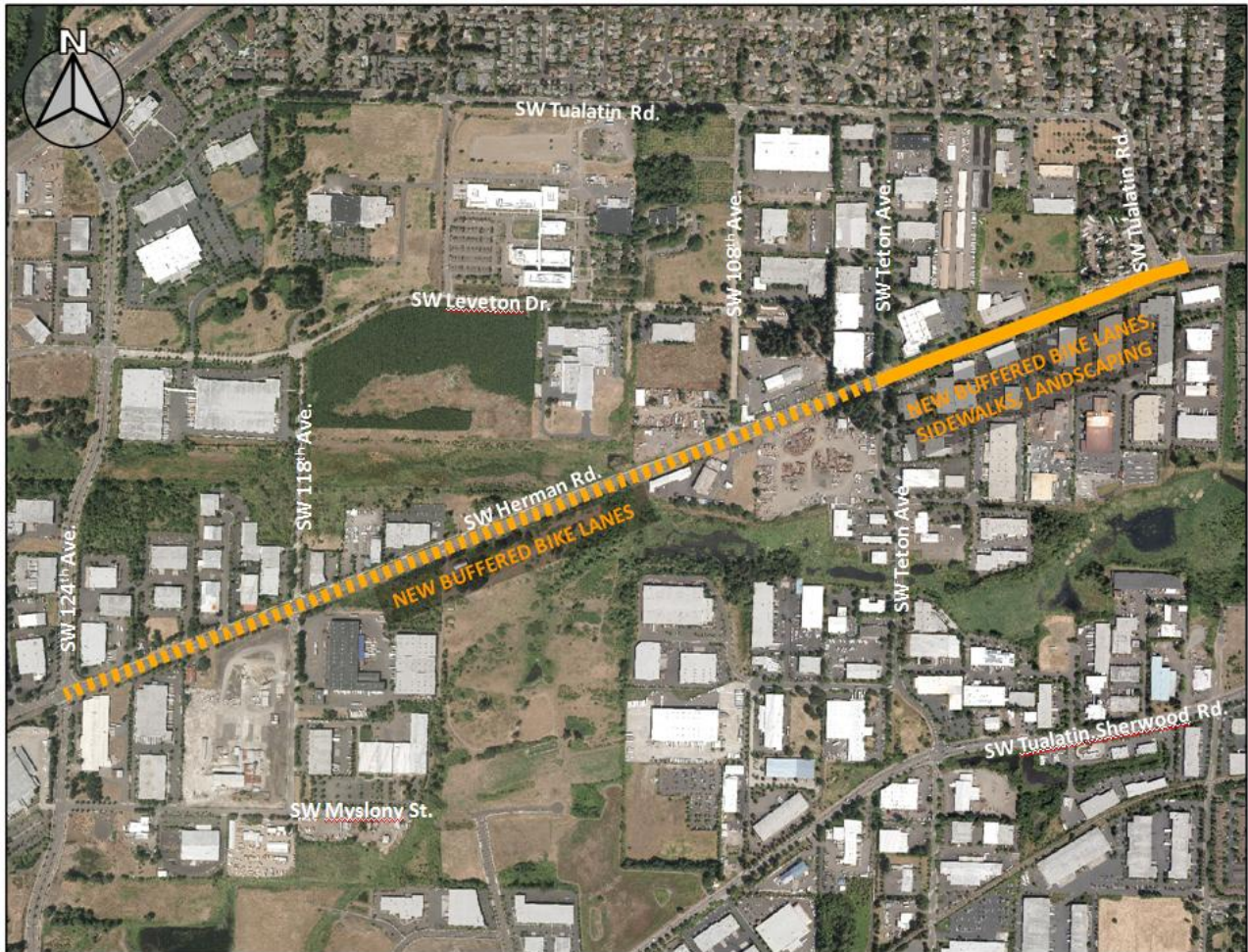
**Preliminary Engineering (including Environmental Assessment) \$625,000**

- **Local match or other funds (for Preliminary Engineering phase)**  
(Minimum match = 10.27% of funds requested + match): \$100,000 (13.8%)

## Map of project area

- Provide a map of the project consistent with GIS shapefile standards found in Appendix B

The City has included a GIS Shapefile consistent with the standards found in Appendix B. The following map provides a closer view of the project vicinity.



## Project sponsor agency – City of Tualatin

- **Contact information (phone # & email) for:**
- **Application lead staff:** Zoe Monahan | (503) 691-3020 | zmonahan@ci.tualatin.or.us
- **Project Manager:** Jeff Fuchs, PE | (503) 691-3034 | jfuchs@ci.tualatin.or.us
- **Project Engineer :** Dominique Huffman, PE (WA) | (503) 691-336 | dhuffman@ci.tualatin.or.us
- **Describe the agency's record in delivering federal aid transportation projects on time and budget or whether the lead agency has failed to deliver a federal aid transportation project and if so, why.**

The City of Tualatin was awarded a \$1,585,000 ConnectOregon V grant in 2014 for the Tualatin River Greenway Trail, a ¾ mile long bicycle and pedestrian facility that promotes active, healthy living while

connecting people with nature. The City successfully delivered this project on-time and within budget in 2016, including complying with prevailing wage contracting regulations. City staff submitted monthly progress reports to multiple representatives of ODOT throughout the project, as well as reporting on the project to the U.S. Census and the Bureau of Labor and Industries (BOLI). In addition to the successful completion of this latest project, the City has managed several other grant and bond measure funded park, library and facility projects in recent years.

- **Describe how the agency currently has the technical, administrative and budget capacity to deliver the project, with an emphasis on accounting for the process and requirements of federal aid transportation projects.**

The City of Tualatin has a strong reputation for administering similar types of projects. City staff has direct experience in establishing timelines, developing requests for proposals, reviewing plans and specifications, preparing bid documents and contracts, negotiating contracts and change orders, and approving requests for payment.

The City of Tualatin has a history of successfully managing capital projects, including those with sources of federal aid and previously with the State of Oregon. The City utilizes its financial reporting software to track and report on expenditures by project. Additionally, the City's accounting staff has sufficient technical expertise, which is led by the City's Finance Director who has over 13 years of experience in Local Government at the Finance Director level and the City's Assistant Finance Director who's experience includes over five years of A-133 audits as an auditor with a Certified Public Accounting Firm. The ending fund balance for the City's Road Operating fund is anticipated to exceed \$2.5 million as of June 30, 2016 and has an anticipated ending fund balance in excess of approximately \$1.1 million for FY16-17.

The City also funds both contingency and reserves as a part of its annual budget because it is prudent to maintain a level of financial resources to protect against the need to reduce service levels due to temporary revenue shortfalls or unpredicted one-time expenditures. The Government Finance Officers Association recommends that governments establish a formal policy on the level of contingencies and reserves and the City has done that.

The City is proud to have been awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report for the last twenty-three years.

For many years the City has received an unqualified opinion from auditors, meaning that the financial statements presented fairly, in all material respects, the financial position of the activities of the City, in accordance with Generally Accepted Accounting Principles. The auditors noted no material misstatements or material weaknesses in internal controls during their audit.

## Highest priority criteria

### 1. What communities will the proposed project serve? What are the estimated totals of low-income, low-English proficiency, non-white, elderly and young, and persons with disabilities populations that will benefit from this project, and how will they benefit?

The completed project will serve employers and residents in three or more community categories in three census block groups directly surrounding the project area – 1) low-income residents, 2) people of color, and 3) elderly residents. The 6,197 people living and working within the three adjacent census block groups of the project include:

- 1,181 (19%) **low-income** residents compared to the low income population for all of the census block groups in the City (14%).
- 28% (1,743) of the people living in the adjacent census block groups are **people of color** compared to the people of color in the entire census block groups in the City (26%).
- 12% of the population in the census block groups adjacent to the project is **elderly** compared to 10% in the entire city.

Locally and regionally, this project will provide underserved people with additional options and safer options for getting to their places of employment completing the active transportation corridor. People currently bike and walk in the vehicle lanes along this corridor.

### 2. What safety problem does the proposed project address in an area(s) with higher-than-average levels of fatal and severe crashes? How does the proposed project make people feel safer in an area with high walking and bicycling demand by removing vehicle conflicts?

The Herman Road active transportation project will significantly improve safety in a transportation corridor that experienced 35 crashes between spring of 2012 and fall of 2015. The project will result in a higher quality transportation facility and safer user experience by providing separation between active transportation users and automobile traffic. Today, bicyclists are forced to share two 12-foot wide vehicle travel lanes with cars, buses, and trucks. Our Police Officers have also observed pedestrians sharing those same congested automobile lanes. This project will fix that.

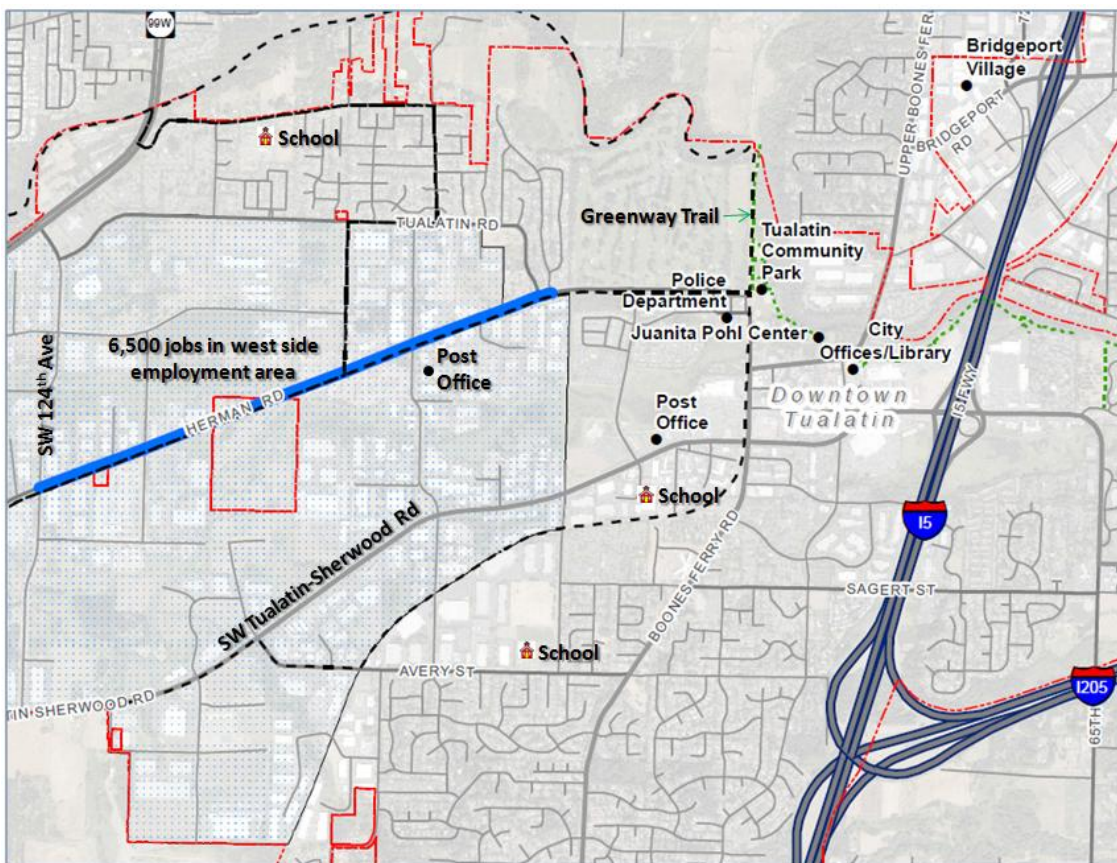


This project will enable pedestrians and bicyclist to travel in a safer environment than they currently do when sharing two 12-foot travel lanes with cars, trucks, and buses. Adding sidewalks and bike lanes where they do not currently exist and providing buffered bikes lanes along the rest of the corridor will provide a safer more comfortable environment.

**3. What priority destinations will the proposed project will serve? How will the proposed project improve access to these destinations?**

The following map shows the multiple high-priority destinations that this project will serve. When complete, the project will provide a final link in the transportation network for local and regional travelers, including underserved communities, including low-income, people of color, and elderly residents. The project will complete a much needed link in the transportation system to specifically serve the following priority destinations:

- **Mixed use centers** – Bridgeport Village and Downtown Tualatin
- **Large employment areas** – 6,500 employees within one quarter mile of the project
- **Essential services** – two Post Offices, two hospitals, Police Department, Community Park, Juanita Pohl Center, Public Library, the regional trail network via the Tualatin River Trail and City Offices
- **Under-served populations** – low-income, people of color, and elderly in three census block groups adjacent to the project
- **Schools** – Pedestrian, bicycle, and transit access to three schools within one mile from the project site



The project will provide a much needed bicycle and pedestrian alternative to the currently designated regional corridor along Tualatin-Sherwood Road. It will allow bicyclists and pedestrians to avoid the very heavily travelled Tualatin-Sherwood Road corridor and provide a critical connection between

residential neighborhoods, the employment center to the west of the City, Downtown Tualatin, the US Post Office, the Police Department, Community Park, Juanita Pohl Center, Library, City Offices as well as access to TriMet bus line 76 and 96, and surrounding regional trails. The project will also provide a connection through downtown Tualatin and ultimately to Bridgeport Village, which is expected to be the terminus of the Southwest Corridor light rail alignment.

The project will greatly improve access for last-mile transit riders, bicyclists, and pedestrians providing people with new facilities where none currently exist and by providing additional connections for bikes, pedestrians, and transit riders.

**4. How will the proposed project support the existing and planned housing/employment densities in the project area?**

The project is located within one of Tualatin's major employment areas. There are more than 6,500 jobs within a quarter mile of the proposed project area and there is vacant industrial land that is projected for high employment growth in the future as the amount of available land dwindles. The existing businesses are growing and anticipate adding additional employees as the businesses grow in response to our vibrant regional economy. This project will provide thousands of employees with safe active transportation alternatives to commuting by car.

There are also over 6,000 residents in the three adjacent census block groups. The project will provide safe commuting options. People walk and bike in the project area today; this project will increase safety for people who must walk on Herman Road to get to employment and residential areas. People living in this area have a higher than average low income households than the City as a whole (19% in the project area and 14% in the City as a whole).

**Higher priority criteria**

**5. How does the proposed project complete a gap or improve a deficiency in the Regional Active Transportation network? (See Appendix 1 of the Regional ATP: Network Completion, Gaps and Deficiencies).**

Herman Road is an essential link in the active transportation network in Tualatin. The project fills a critical gap in the regional active transportation network for bikes, pedestrians, and transit riders. This project removes a major barrier to active transportation between a large employment area (6,500 jobs) and a large residential area (6,000 residents).

The Active Transportation facilities (bike lanes, sidewalks, and transit stops) proposed for this project will provide a much needed and safer alternative to the route along Tualatin-Sherwood Road that is currently identified on the Regional Active Transportation Plan. Tualatin - Sherwood Road does not function well as an active transportation corridor for transit riders, bicyclists, or pedestrians due to the very high volume of automobile traffic. On a bike, it is very difficult or impossible to make a left turn anywhere along the alignment. Merging from a right-hand bike lane across heavily trafficked vehicle lanes to reach the left turn lane is difficult at best. Pedestrian crossings along Tualatin -



Sherwood Road are few and far between and transit riders must wait through traffic when travelling along the corridor.

Herman Road is significant to the Region's employers, serving more than 6,500 jobs within a quarter mile of the project and thousands more throughout the Region. Once completed, Herman Road will provide an excellent alternative to Tualatin- Sherwood Road and will complete a gap within the city's active transportation network to connect employers with employees.

**6. What design elements of the proposed project will lead to increased use of Active Transportation modes by providing a good user experience/increasing user comfort?**

Currently, travelling along this stretch of Herman Road as a bicyclist or pedestrian is certainly an uncomfortable and often frightening experience (see photo in response to Question 2). This project will directly address the safety and comfort issues for active transportation users by including the following ten design elements for evaluation during the Preliminary Engineering phase:

- Sidewalk and curb where there currently none exists
- Landscape buffer where none currently exists
- Six foot wide buffered bike lanes
- ADA accessible curb ramps
- Narrowed travel lanes
- Improved signing
- Ride Connection stops for last-mile service
- Bike priority treatments at intersections and crossings
- Street trees in the landscape buffer
- Signal timing possible tied to existing SCATS system

**What barriers will be eliminated or mitigated?** The project will eliminate or mitigate the following ten barriers:

- Eliminate sidewalk gaps and complete the pedestrian corridor
- Mitigate pedestrian safety concerns by adding landscaped buffers and raised curbs
- Eliminate bike lanes gaps and complete the bike route
- Mitigate safety hazards inherently present when automobiles share the roadway with bicyclists or pedestrians
- Mitigate safety hazards associated with limited separation between bikes and automobiles by providing buffered bike lanes
- Mitigate higher vehicle speeds by reducing lane widths
- Eliminate ADA accessibility barriers by adding curb ramps and ADA facilities where none exist today
- Mitigate distance between last-mile transit stops by providing safe transit facilities

- Mitigate impacts on freight travel by providing separate facilities for pedestrians and bicyclists and
- Eliminate barriers between employers and employees by providing safe alternative modes of travel for those who don't own a car or choose not to drive.

**7. How does the proposed project complete a so-called 'last-mile' connection between a transit stop/station and an employment area(s)?**

This project will complete a last mile transit connection for more than 6,500 employees located within one quarter mile from the project along Herman Road. There are over 25,000 jobs in Tualatin and the number of jobs available continues to increase. The number of jobs in Tualatin grew 19% between the years 2010 – 2014 which is the largest amount of job growth in the region. By widening the corridor to include sidewalks, bike lanes, buffers, landscaping and transit stops, this project will greatly improve safety, comfort and convenience for transit customers who use or want to use Ride Connection's last mile bus routes to reach employment, commercial, municipal, and residential centers. This small project will have a huge impact on Ride Connection's ability to serve employers along the corridor, including Kai USA, Precision Graphics, Pacific Foods, LAM, and Airefco. The location of transit stops along the corridor will be determined during Preliminary Engineering phase of the project, but a likely location for new last-mile stop would be just east of Teton Road on Herman Road.

There are a number of popular destinations near the intersection of Herman Road and Teton Road for commuters on the Shuttle including QBF, IMC, Kershaw, Precision Wire and California Closets. These riders currently use an existing stop and walk or they will use a "flag stop" which allows riders to get on or off along the route when it is safe.

**Priority criteria**

**8. How will the public be engaged relative to the proposed project? Include description of engagement during project development and construction, as well as demand management efforts to increase public awareness and utilization of the project post-construction. (Metro Regional Travel Options staff is available to help design an effective and appropriate level of education and marketing for your project nomination).**

There will be a robust public engagement process as a part of this project. This will include an ongoing process which is integrated into the design development of this project. A listening phase will be incorporated to determine community design feedback, goals, and desires for the project area. Schematic Preliminary Engineering and outreach will occur. This phase will include conceptual level design work based on the input received during the public outreach phase. An onsite walking tour will be available to stakeholders, residents, and businesses to discuss the possibilities and constraints with the public before the starting the public outreach process.

Alternative design solutions will be developed and refined based on community desires that are consistent with acceptable engineering standards. The public outreach will include community

stakeholder briefings, small group meetings, online surveys, and community workshops. The public engagement will not only seek community wide input, it will focus on the people who live and work near the project area. There public outreach will also specifically seek the input of elderly, young, low income, and Spanish speaking populations.

The feedback received as a result of the public engagement process will help inform the appropriate types of infrastructure improvements to ensure that they are safe and useful to the populations who will be served.

**9. What additional sources of funding, and the amounts, will be leveraged by an investment of regional flexible funds in the proposed project?**

On August 15<sup>th</sup>, the WCCC confirmed Washington County’s commitment to provide \$70,000 of MSTIP Opportunity Funds to help provide local match for this important regional project. On August 22<sup>nd</sup>, the Tualatin City Council voted to approve Resolution 5293-16 authorizing City staff to submit this application and demonstrating their commitment to moving forward with this active transportation project. The City of Tualatin will contribute \$30,000 from the Road Operations Fund for the Preliminary Engineering Phase of the project.

The future construction phase of the project will likely include funding from the City’s Road Operating Fund, potentially funding from future MSTIP Opportunity Funding, and likely funding from the City’s Stormwater Fund to pay for associated stormwater work necessary to widen the corridor. The City will also pursue regional, state, and federal funding opportunities such as future Statewide Transportation Improvement Program (STIP), Connect Oregon and Regional Flexible Fund Allocation (RFFA).

In addition, the City will provide a staff Project Manager to make sure the project goes smoothly and federal and state requirements are met. The City will also dedicate staff time to actively manage payments to consultants and contractors for the life of the project.

**10. How will the proposed project provide people with improved options to driving in a congested corridor?**

Based on the huge amount of support expressed by the many letters (Appendix F) we received from employers and regional transportation leaders, we believe this project will encourage people to change their transportation patterns and remove cars from the surrounding congested roadways.

The Herman Road corridor is vital to providing options to driving on crowded east-west corridors in Tualatin. The project runs parallel to Tualatin-Sherwood Road and is easily accessible from that roadway on SW 124<sup>th</sup> Avenue and Teton Avenue making Herman Road an essential alternative to heavily travelled and highly congested Tualatin – Sherwood Road. Completing the link for pedestrians, bicyclists, and transit riders along Herman Road between SW 124<sup>th</sup> Avenue and Tualatin Road will open the door to many trip options that do not include driving.

The sidewalks and bike lanes proposed in this project will provide safer and more comfortable alternatives to driving to work. Completing bicycle, pedestrian, and transit facilities will connect residential neighborhoods with more than 6,500 jobs in a major employment area. The project will also improve Herman Road to allow for transit stops on the existing last-mile transit shuttle, served by Ride Connection. The Ride Connection shuttle connects Tualatin's employment areas with Tualatin's WES transit station and TriMet's 96 express bus to downtown Portland. Currently the roadway consists of two 12-ft travel lanes with no bike lanes, sidewalks, or transit stops.

## Process

- **Describe the planning process that led to the identification of this project and the process used to identify the project to be put forward for funding consideration. (Answer should demonstrate that the process met minimum public involvement requirements for project applications per Appendix A)**  Attached as Appendix A

The Herman Road project was identified in the 2014 Transportation System Plan (TSP) update. The TSP update included extensive public engagement. As a part of the TSP process the city actively engaged the community. Residents, businesses, employees, and partner agencies were encouraged to participate. The City provided a variety of ways for the community to participate in the process. There were 14 task force meetings and two online open houses in addition to community briefings and outreach events. The outreach process was designed for fun and easy participation. The public engagement process provided meaningful ways for people to influence outcomes. The City also used existing communication resources to reach as many community members as possible. The City reached out to the Spanish speaking segment of the population by attending the Bridgeport Elementary School Parent – Teacher Association and attempted to meet with Churches which provide services in Spanish. We also distributed 500 Spanish postcards.

Moving forward, the Herman Road Active Transportation project will include a robust public engagement process. We will engage the public to help identify the best project elements to increase safety and meet the needs of the community. The City will specifically reach out to low income populations, people of color, Spanish speakers, elderly, youth and disabled populations.

- **Describe how you coordinated with regional or other transportation agencies (e.g. Transit, Port, ODOT, Metro, Freight Rail operators, ODOT Region 1, Regional Safety Workgroup, and Utilities if critical to use of right-of-way) and how it impacted the project location and design.**

The City of Tualatin has strong working relationships with partner agencies locally and regionally including; TriMet, Ride Connection, ODOT, Washington County and Metro. We will engage these agencies during the design development phase of the project. These agencies will be engaged as a part of a technical review committee during the preliminary engineering process. As a part of the committee, these partner agencies will provide valuable input regarding the design elements, public engagement process, as well as technical support regarding best practices and specific active transportation treatments to consider. The expertise of our partners will help the city design the most appropriate active transportation corridor for our community.

Appendix A –  
Environmental Justice  
Certification

# APPENDIX A – ENVIRONMENTAL JUSTICE COMPLIANCE

## Public engagement and non-discrimination certification

### Regional flexible funds 2019-21

#### Background and purpose

Use of this checklist is intended to ensure project applicants have offered an adequate opportunity or public engagement, including identifying and engaging historically underrepresented populations. Applications for project implementation are expected to have analyzed the distribution of benefits and burdens for people of color, people with limited English proficiency and people with low income compared to those for other residents.

The completed checklist will aid Metro in its review and evaluation of projects.

#### Instructions

Applicants must complete this certification, including a summary of non-discriminatory engagement (see Section B), for projects submitted to Metro for consideration for 2019-21 regional flexible funding.

Project sponsors should keep referenced records on file in case of a dispute. Retained records do not have to be submitted unless requested by Metro.

Please forward questions regarding the public involvement checklist to regional flexible funds allocation project manager Dan Kaempff at [daniel.kaempff@oregonmetro.gov](mailto:daniel.kaempff@oregonmetro.gov) or 503-813-7559.

## 1. Checklist

### Transportation or service plan development

At the beginning of the agency's transportation or service plan, a public engagement plan was developed to encourage broad-based, early and continuing for public involvement.

*Retained records: public engagement plan and/or procedures*

At the beginning of the agency's transportation or service plan, a jurisdiction-wide demographic analysis was completed to understand the location of communities of color, limited English proficient and low-income populations, disabled, seniors and youth in order to include them in engagement opportunities.

*Retained records: summary of or maps illustrating jurisdiction-wide demographic analysis*

Public notices included a statement of non-discrimination (Metro can provide a sample).

*Retained records: public engagement reports including/or dated copies of notices*

Throughout the process, timely and accessible forums for public input were provided.

*Retained records: public engagement reports including/or descriptions of opportunities for ongoing engagement, descriptions of opportunities for input at key milestones, public meeting records, online or community survey results*

Throughout the process, appropriate interested and affected groups were identified and contact information was maintained in order to share project information, updates were provided for key decision points, and opportunities to engage and comment were provided.

*Retained records: public engagement reports including/or list of interested and affected parties, dated copies of communications and notices sent, descriptions of efforts to engage the public, including strategies used to attract interest and obtain initial input, summary of key findings; for announcements sent by mail or email, documented number of persons/groups on mailing list*

Throughout the process, focused efforts were made to engage underrepresented populations such as communities of color, limited English proficient and low-income populations, disabled, seniors and youth. Meetings or events were held in accessible locations with access to transit. Language assistance was provided, as needed, which may include translation of key materials, using a telephone language line service to respond to questions or take input in different languages and providing interpretation at meetings or events.

*Retained records: public engagement reports including/or list of community organizations and/or diverse community members with whom coordination occurred; description of language assistance resources and how they were used, dated copies of communications and notices, copies of translated materials, summary of key findings*

Public comments were considered throughout the process, and comments received on the staff recommendation were compiled, summarized and responded to, as appropriate.

*Retained records: public engagement reports or staff reports including/or summary of comments, key findings and final staff recommendation, including changes made to reflect public comments*

Adequate notification was provided regarding final adoption of the plan or program, at least 15 days in advance of adoption, if feasible, and follow-up notice was distributed prior to the adoption to provide more detailed information. Notice included information and instructions for how to testify, if applicable.

*Retained records: public engagement reports or final staff reports including/or dated copies of the notices; for announcements sent by mail or email document number of persons/groups on mailing list*

### **Project development**

*This part of the checklist is provided in past tense for applications for project implementation funding. Parenthetical notes in future tense are provided for applicants that have not completed project development to attest to ongoing and future activities.*

At the beginning of project development, a public engagement plan was (is budgeted to be) developed to encourage broad-based, early and continuing opportunity for public involvement.

*Retained records: public engagement plan and/or procedures*

At the beginning of project development, a demographic analysis was (is budgeted to be) completed for the area potentially affected by the project to understand the location of communities of color, limited English proficient and low-income populations, disabled, seniors and youth in order to include them in engagement opportunities.

*Retained records: summary of or maps illustrating demographic analysis*

Throughout project development, project initiation and requests for input were (will be) sent at least 15 days in advance of the project start, engagement activity or input opportunity.

*Retained records: public engagement reports including/or dated copies of notices*

Throughout project development, public notices included (will include) a statement of nondiscrimination.

*Retained records: public engagement reports including/or dated copies of notices*

Throughout project development, timely and accessible forums for public input were (will be) provided.

*Retained records: public engagement reports including/or descriptions of opportunities for ongoing engagement, descriptions of opportunities for input at key milestones, public meeting records, online or community survey results*

Throughout project development, appropriate interested and affected groups were (will be) identified and contact information was (will be) maintained in order to share project information, updates were (will be) provided for key decision points, and opportunities to engage and comment were (will be) provided.

*Retained records: public engagement reports including/or list of interested and affected parties, dated copies of communications and notices sent, descriptions of efforts to engage the public, including strategies used to attract interest and obtain initial input, summary of key findings; for announcements sent by mail or email, documented number of persons/groups on mailing list*

Throughout and with an analysis at the end of project development, consideration was (will be) given to the benefits and burdens of the project for people of color, people with limited English proficiency and people with low income compared to those for other residents, as identified through engagement activities.

*Retained records: staff reports including/or description of identified populations and information about benefits and burdens of the project for them in relation to other residents;*

There was a finding of inequitable distribution of benefits and burdens for people of color, people with limited English proficiency and people with low income

*Submitted records: for a finding of inequitable distribution of benefits and burdens, attach analysis, finding and documentation justifying the project and showing there is no less discriminatory alternative.*

Public comments were (will be) considered throughout project development, and comments received on the staff recommendation were (will be) compiled, summarized and responded to, as appropriate.

*Retained records: public engagement reports or staff reports including/or summary of comments, key findings and final staff recommendation, including changes made to reflect public comments*

Adequate notification was (will be) provided regarding final adoption of the plan, at least 15 days in advance of adoption, if feasible, and follow-up notice was distributed prior to the adoption to provide more detailed information. Notice included (will include) information and instructions for how to testify, if applicable.



*Retained records: public engagement reports or final staff reports including/or dated copies of the notices; for announcements sent by mail or email document number of persons/groups on mailing list*

## **2. Summary of non-discriminatory engagement**

Attach a summary (1-2 pages) of the key elements of the public engagement process, including outreach to communities of color, limited English and low-income populations, for this project or transportation or service plan.

The City of Tualatin adopted the most recent Transportation System Plan (TSP) in February 2014. The City had a robust public engagement process to include residents, businesses and other interested parties as a part of the process. The City also considered the needs of environmental justice populations. The TSP process included all of the items listed above in section 1 relating Transportation or Service Plan Development with the exception of a non-disclosure statement on public notices for the TSP related meetings.

The City received a letter from Deena Platman on February 27, 2013 certifying that Metro found that the TSP had considered environmental justice communities and was within substantial compliance with the RTFP and 20135 RTP.

As a part of the Herman Road Active Transportation Project the City will complete the following items as a part of the project development process:

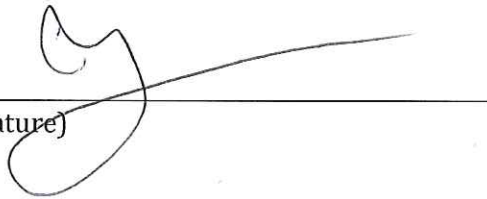
- A public engagement plan was prepared as a part of the TSP and it is budgeted to be developed to encourage broad-based, early and continuing opportunity for public involvement.
- The demographic analysis which was completed for the TSP evaluated the city as a whole including the area potentially affected by the project to understand the location of communities of color, limited English proficient and low-income populations, disabled, seniors and youth in order to include them in engagement opportunities.
- Project initiation and requests for input will be sent at least 15 days in advance of the project start, engagement activity or input opportunity throughout the project.
- Public notices will include a statement of nondiscrimination.
- Timely and accessible forums for public input were available as a part of the TSP and will be provided as a part of this project.
- Appropriate interested and affected groups were identified during the TSP and will be identified and contact information will be maintained in order to share project information, updates will be provided for key decision points, and opportunities to engage and comment will be provided.
- Consideration will be given to the benefits and burdens of the project for people of color, people with limited English proficiency and people with low income compared to those for other residents, as identified through engagement activities.

- Public comments were considered during the TSP process and will be considered throughout project development, and comments received on the staff recommendation will be compiled, summarized and responded to, as appropriate.
- Adequate notification was provided regarding final adoption of the TSP and will be provided regarding the final adoption of this project development plan, at least 15 days in advance of adoption, if feasible, and follow-up notice was distributed prior to the adoption to provide more detailed information. Notice will include information and instructions for how to testify, if applicable.

### **3. Certification statement**

The City of Tualatin (agency) certifies adherence to engagement and non-discrimination procedures developed to enhance public participation and comply with federal civil rights guidance.

As attested by:

  
(signature)

Jeff Fuchs, PE City Engineer  
(name and title)

August 25, 2016  
(date)

Appendix B –  
GIS Shape File

*Submitted  
Electronically*

Appendix C –  
Active Transportation  
Checklist

## APPENDIX C – ACTIVE TRANSPORTATION DESIGN GUIDELINES

The following checklist items are street design elements that are appropriate and desirable in regional mobility corridors. Trail projects should use the *Off-Street and Trail Facilities* checklist (item D) at the end of this list. All other projects should use items A – C.

Use of federal transportation funds on separated pathways are intended for projects that primarily serve a transportation function. Pathways for recreation are not eligible for federal transportation funding through the regional flexible fund process. Federal funds are available from other sources for recreational trails. To allow for comfortable mixing of persons on foot, bicycle and mobility devices at volumes expected to be a priority for funding in the metropolitan region, a 12-foot hard surface with shoulders is a base design width acceptable to FHWA Oregon. Exceptions to this width for limited segments is acceptable to respond to surrounding context, with widths less than 10-feet subject to a design exception process. Wider surfaces are desirable in high volume locations.

### A. Pedestrian Project design elements – check all that apply

*Design elements emphasize separating pedestrians from auto traffic with buffers, increasing the visibility of pedestrians, especially when crossing roadways, and make it easier and more comfortable for people walking to access destinations.*

For every element checked describe existing conditions and proposed features:

- Add sidewalks or improve vertical delineation of pedestrian right-of-way (i.e. missing curb)  
**The project will install sidewalk and curb where there is currently none.**
- Add sidewalk width and/or buffer for a total width of 17 feet (recommended), 10 feet minimum; buffer may be provided by parking on streets with higher traffic volumes and speeds (over 35 mph, ADT over 6,000)  
**Project will install sidewalk and landscape buffer where there is none.**
- Add sidewalk width and/or buffer for a total width of 10 feet (recommended), 8 feet minimum on streets with lower traffic volumes and speeds (ADT less than 6,000 and 30 mph or less); Buffer may be provided by parking, protected bike lane, furnishing zone, street trees/planting strip
- Sidewalk clear zone of 6 feet or more – **project will include 6 foot bike lane and planter strip. A ½ mile segment of the project area currently has no sidewalk and pedestrians must walk in the travel lanes.**
- Remove obstructions from the primary pedestrian-way or add missing curb ramps – **project will install ADA curb ramps and sidewalk where there are currently no accessible pedestrian facilities.**
- Add pedestrian crossing at appropriate location
- Re-open closed crosswalks
- Raised pedestrian refuge median or raised crossing, required if project is on a roadway with 4 or more lanes
- Reduced pedestrian crossing distance
- Narrowed travel lanes – **During design development, evaluate reduced vehicle lane widths to accommodate buffered bike lanes and reduce automobile speeds. Current lanes widths are 12<sup>+</sup> feet**
- Reduced corner radii (e.g. truck apron)
- Curb extensions
- Rectangular Rapid Flashing Beacon (RRFB) or pedestrian signal
- Lighting, especially at crosswalks – pedestrian scale (10-15 feet), preferably poised over sidewalk

- Add countdown heads at signals
- Shorten signal cycle lengths of 90 seconds or less – pedestrian friendly signal timing, lead pedestrian intervals
- Access management: minimize number and spacing of driveways
- Arterial traffic calming: Textured intersections, gateway treatments, raised medians, road diets, roundabouts -
- Wayfinding
- Benches
- Transit stop amenities or bus stop pads – **Add Ride Connection stops for last-mile service where there are currently no transit stops. Connect transit stops to the rest of the corridor with sidewalks and bike lanes.**
- Add crosswalk at transit stop
- Pedestrian priority street treatment (e.g. woonerf) on very low traffic/low volume street

### ***B. Bicycle Projects design elements***

*Design elements emphasize separating bicycle and auto traffic, increasing visibility of bicyclists, making it easier and more comfortable for people traveling by bicycle to access routes and destinations.*

For every element checked describe existing conditions and proposed features:

- On streets with higher traffic volumes and speeds (over 35 mph, ADT over 6,000): Buffered bicycle lane, 6 foot bike lane, 3 foot buffer; Protected bikeway with physical separation (e.g. planters, parking); Raised bikeway - **The Speed limit on all but 600-ft of this alignment is 45 MPH. The far east end of the alignment reduces to 35 MPH just west of the Tualatin Road intersection. Install 3-foot buffer and 6-foot bike lanes. Evaluate physical separation during design development phase.**
- Separated multi-use trail parallel to roadway
- Bike priority treatments at intersections and crossings (i.e. advance stop lines, bike boxes, signals, high-intensity activated crosswalk (HAWK) signals, user-activated signals) **Currently, there are no bike priority treatments on this alignment. Evaluate alternatives for intersection crossing markings, colored bike facilities, bike through lanes, bike boxes, combined right turn lanes, and two stage left-turn lanes. Add bicycle detection to signals.**
- Medians and crossing treatments
- Wayfinding, street markings
- Lighting at intersections **Evaluate and upgrade lighting at intersections.**
- Bicycle boulevard treatment where ADT is less than 3,000 per day: Buffered bicycle lane, 6 foot bike lane, 3 foot buffer

### ***C. Other Complete Street Features***

For every element checked describe existing conditions and proposed features:

- Turning radius improvements (freight route only)
- Gateway feature
- Street trees **Sections of the project have streets and other sections do not. Plant street trees along both sides of roadway.**
- ITS elements (i.e. signal timing and speed detection) **Existing roadway does not include ITS elements. Washington County operates and maintains signals within Tualatin. During Design Development, work with Washington County to identify Intelligent Transportation System (ITS) improvements that could be included on this corridor.**

#### *D. Off-Street and Trail Facilities*

For every element checked describe existing conditions and proposed features:

- Minimum 12' trail width (plus 2' graded area each side)
- Always maintains minimum 5' separation when adjacent to street **or** never adjacent to street
- All on-street segments include improvements beyond bike lanes (item C, above) **or** no on-street segments
- All street crossings include an appropriate high-visibility crosswalk treatment
- All 4-lane street crossings include appropriate refuge island **or** no 4-lane street crossings
- Frequent access points (generally every ¼-mile)
- All crosswalks and underpasses include lighting
- Trail lighting throughout
- Trailhead improvements
- Rest areas with benches and wheelchair spaces
- Wayfinding or interpretive signage
- Signs regulating bike/pedestrian interaction (e.g. bikes yield to pedestrians)
- Trail priority at all local street/driveway crossings

Appendix E –  
Cost Estimate  
Workbook

*Excel File Submitted  
Electronically*



|   |  |
|---|--|
| <p><b>1. Construction</b></p> <p>Sections A through E must be completed. Complete Sections F and/or G if applicable.</p> <p>Projects will not include all elements below, but most will include elements from multiple sections.</p> <p>Enter quantities only for elements actually included in your project.</p> | <p>HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING</p> <p>SW 124th Avenue to SW Tualatin Road</p> <p>City of Tualatin</p> |
|---|--|

1.A - Road Construction, Reconstruction, or Resurfacing

| Item  | Unit | Quantity | Unit cost | Total            | Description   |
|---|------|----------|-----------|------------------|---|
| Road - new/reconstruct (incl. curb, sidewalk, drainage) | SF   | [ ]      | \$15      | \$0              | Specify SF of pavement, not including sidewalks and curbs (these are assumed in unit cost). |
| Road - resurface  | SF   | 50,400.0 | \$4       | \$201,600        |   |
|   |      | 2,100.0  |           |                  | For documentation of assumptions used.  |
| <b>Section 1.A Subtotal</b>                             |      |          |           | <b>\$201,600</b> |   |

1.B - Addition of Roadway Elements to Existing Roadway

| Item                                    | Unit | Quantity           | Unit cost | Total              | Description   |
|---|------|--------------------|-----------|--------------------|---|
| Minor widening, no curbs                | SF   | 25,200.0           | \$15      | \$378,000          | Used for bike lanes, other minor widening. Does not include curbs, sidewalks, or drainage.            |
| Remove pavement                         | SF   | 0.0                | \$0.75    | \$0                |   |
| Curb only                               | LF   | 4,200.0            | \$16      | \$67,200           | For new curb installation. Does not include drainage.   |
| Remove curb                             | LF   | 0.0                | \$6       | \$0                |   |
| Median in existing lane no drainage     | LF   | 0.0                | \$86.50   | \$0                | Includes pavement removal, curbs, landscaping for a 12' median in 14' lane. No drainage included.     |
| Landscaping only - medians and bulbouts | SF   | 0.0                | \$4       | \$0                | Install 18" topsoil plus plants   |
| Drainage system - both sides            | LF   | 4,200.0            | \$115     | \$483,000          | For new installations. Length is overall project length where drainage is added.                      |
| Bridge - new or replace                 | SF   | 0.0                | \$250     | \$0                |   |
|   |      |                    |           |                    | For documentation of assumptions used.  |
| Street trees with tree grates           | LF   | 2,100.0            | \$40      | \$84,000           | Per side.   |
| Irrigation system                       |      | Provide estimate → |           | \$10,000           | For irrigation of medians and bulbouts. Specific estimate required if used (describe in Section 1.G). |
| Signing/markings                        | LF   | 13,300.0           | \$2       | \$26,600           | Use when new pavement markings are to be installed (per line).  |
| Clearing                                | SF   | 50,400.0           | \$0.06    | \$3,024            | Used for new alignments.  |
| Grading                                 | CY   | 3,500.0            | \$17.50   | \$61,250           | Provide an estimate of grading and describe assumptions in Section 1.G.                               |
| Retaining walls (by wall area)          | SF   | 3,600.0            | \$55      | \$198,000          | Use SF of walls if known. If not, estimate length of walls and describe assumptions in Section 1.G.   |
| Retaining walls (by length)             | LF   | 0.0                | \$250     | \$0                |   |
| <b>Section 1.B Subtotal</b>             |      |                    |           | <b>\$1,311,074</b> |   |

1.C - Addition of Pedestrian Elements to Existing Roadway

| Item                         | Unit | Quantity | Unit cost | Total            | Description          |
|------------------------------|------|----------|-----------|------------------|----------------------|
| Sidewalk, no curb            | SF   | 12,600.0 | \$10      | \$126,000        | Includes curb ramps. |
| Remove sidewalk              | SF   | 0.0      | \$1.25    | \$0              |                      |
| Shared-use path              | SF   | 0.0      | \$5       | \$0              | Includes curb ramps. |
| Street furniture - bench     | EA   | 0        | \$2,275   | \$0              |                      |
| Street furniture - bike rack | EA   | 0        | \$330     | \$0              |                      |
| Street furniture - trash can | EA   | 0        | \$1,350   | \$0              |                      |
| <b>Section 1.C Subtotal</b>  |      |          |           | <b>\$126,000</b> |                      |

1.D - Utilities

**Item**

Utility burial

Utility relocation

|              | Provide estimate | Total | Description   |
|--------------|------------------|-------|---|
|              | →                |       | If utility burial is included, provide a detailed cost from the appropriate utility.              |
|              | →                |       | Describe what utilities will or may be relocated. Provide cost estimate and describe assumptions. |
| Description: |                  |       |   |

Railroad impacts

|          | Summarize impacts | Description  |
|----------|-------------------|--|
|          |                   | Describe potential impacts to railroads in project area. |
| Summary: |                   |  |

**Section 1.D Subtotal**

**\$0**

1.E - Traffic Signals and Lighting

**Item**

Traffic signals (4-lanes or more)

Traffic signals (less than 4-lanes)

Street lighting - per side

|                             | Unit | Quantity | Unit cost | Total            | Description  |
|-----------------------------|------|----------|-----------|------------------|--|
|                             | EA   | 0        | \$150,000 | \$0              | Use where at least one roadway is 4 lanes or more. |
|                             | EA   | 0        | \$105,000 | \$0              | Use where both roadways are 3 lanes or less.       |
|                             | LF   | 2100.0   | \$80      | \$168,000        | Install street lighting at 100' spacing per side.  |
| <b>Section 1.E Subtotal</b> |      |          |           | <b>\$168,000</b> |  |

1.F - Associated Costs

**Item**

Mobilization, staging, traffic control

Erosion control - enter value to override fixed 1.5%

No Description Required:

|  |    | Basis | Total     | Description  |
|--|----|-------|-----------|--|
|  |    | 15%   | \$271,001 |  |
|  | \$ | 1.5%  | \$27,100  | Use 1.5% of construction costs, or provide a cost estimate and describe assumptions. |
|  |    |       |           |  |

**Section 1.F Subtotal**

**\$298,101**

1.G - Additional Information

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

400 LF chainlink fence at \$20/LF = \$8000

Other Expected Costs

|                  |   |         |
|------------------|---|---------|
| Provide estimate | → | \$8,000 |
|------------------|---|---------|

**Section 1.G Subtotal**

**\$8,000**

SUMMARY

**Total of sections A through G**

**\$2,112,775** Section 1 Total

|   |   |
|---|---|
| <b>2. Environmental Impact and Mitigation</b>   | <b>HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING</b> |
| Sections A and B must be completed. Complete Section C if applicable. Contact Metro if information for 2.B is needed. | SW 124th Avenue to SW Tualatin Road<br>City of Tualatin                     |

[2.A - Status and Information](#)

Please place an 'X' in the appropriate box.

|  |                                     |
|--|-------------------------------------|
| EA not completed; an EIS IS expected.              | <input type="checkbox"/>            |
| EA not completed; an EIS is NOT expected.          | <input checked="" type="checkbox"/> |
| EA not completed; unknown whether EIS is expected. | <input type="checkbox"/>            |
| EA has been completed; an EIS IS required.         | <input type="checkbox"/>            |
| EA has been completed; an EIS is NOT required.     | <input type="checkbox"/>            |
| Both an EA and an EIS have been completed.         | <input type="checkbox"/>            |

Describe expected environmental impacts, assumptions, and unknowns.

Description: The project is not located in a sensitive area. The property being considered for widening is generally disturbed non-vegetaed land.

[2.B - Environmental Impacts and Mitigation](#)

| Item                                  | Unit | Quantity   | Unit cost | Total   | Description |
|---------------------------------------|------|--|-----------|---|-------------|
| Estimate acreage of impact/mitigation | ACRE | <input style="width: 50px;" type="text" value="1.15"/> | \$150,000 | <input style="width: 50px;" type="text" value="\$172,500"/> |             |
| <b>Section 2.B Subtotal</b>           |      |  |           | <b>\$172,500</b>  |             |

[2.C - Additional Information](#)

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

Other Expected Costs Provide estimate →

**Section 2.C Subtotal**

[SUMMARY](#)

**Total estimate for environmental mitigation** **\$172,500** Section 2 Total

**3. Right-of-Way Cost Estimation** HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING  
 Use either Method 'A' or Method 'B'. Method 'A' is preferred. Complete Section C if applicable. SW 124th Avenue to SW Tualatin Road  
City of Tualatin

Where the exact SF of ROW is unknown, an estimate must be made. At the most simplistic level, this estimate can be made by calculating the difference between the proposed cross-section width and the existing ROW width, multiplied by the project length. Where ROW width cannot be determined, it should be assumed to be the width of the existing roadway including sidewalks.

3.A - Method 'A' (moderate confidence)

| Item   | Unit | Quantity | Unit cost | Total      | Description  |
|--|------|----------|-----------|------------|--|
| Estimate area (SF) of ROW taking                       | SF   |          |           |            |  |
| Describe assumptions used in calculating area:         |      |          |           |            |  |
| Estimate unit cost (per SF) of taking                  | \$   |          |           |            |  |
| Describe assumptions used in calculating unit cost(s): |      |          |           |            |  |
| Estimated total cost of taking                         |      |          |           | \$0        | Estimated area multiplied by estimated unit cost.      |
| Number of affected parcels:                            | EA   |          | \$10,000  | \$0        | Reflects administrative costs of property acquisition. |
| <b>Section 3.A Subtotal</b>                            |      |          |           | <b>\$0</b> |  |

3.B - Method 'B' (low confidence)

| Item   | Unit | Quantity                                      | Unit cost | Total            | Description   |
|--|------|---|-----------|------------------|---|
| Estimate square-feet of high-value ROW taking  | SF   |   | \$30      | \$0              | Use in urban areas and moderate to high-priced neighborhoods. |
| Estimate square-feet of developed ROW taking   | SF   | 3600.0  | \$20      | \$72,000         | Use in other established neighborhoods.                       |
| Estimate square-feet of undeveloped ROW taking | SF   | 37800.0                                       | \$15      | \$567,000        | Use in undeveloped areas.                                     |
| Describe assumptions used in calculating area: |      | Approx. 18' x 2100'<br>and approx. 18' x 200' |           |                  |   |
| Estimated total cost of taking                 |      |   |           | \$639,000        | Estimated area multiplied by estimated unit cost.             |
| Number of affected parcels:                    | EA   | 6   | \$10,000  | \$60,000         | Reflects administrative costs of property acquisition.        |
| <b>Section 3.B Subtotal</b>                    |      |   |           | <b>\$699,000</b> |   |

3.C - Additional Information

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

SUMMARY

|   |                  |  |
|---|------------------|--|
| <b>Method 'A' Right-of-Way estimate (moderate confidence)</b> | <b>\$0</b>       | <b>Section 3 Total (moderate confidence)</b> |
| <b>Method 'B' Right-of-Way estimate (low confidence)</b>      | <b>\$699,000</b> | <b>Section 3 Total (low confidence)</b>      |

|  |   |
|--|---|
| <b>4. Design and Administration Costs</b>  | <b>HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING</b> |
| Complete input cells in Sections A and B if applicable. Default markup values can be overridden. | SW 124th Avenue to SW Tualatin Road<br>City of Tualatin                     |

[4.A - Design](#)

Construction Costs (from Section 1):

|             |
|-------------|
| \$2,112,775 |
|-------------|

Environmental Impact Costs (from Section 2):

|           |
|-----------|
| \$172,500 |
|-----------|

**Item**

| Base Cost | Markup | Total | Description |
|-----------|--------|-------|-------------|
|-----------|--------|-------|-------------|

Surveying, design, coordination

|             |     |           |   |
|-------------|-----|-----------|---|
| \$2,285,275 | 25% | \$571,319 | (Default 30%) Typically included in the professional engineering contract |
|-------------|-----|-----------|---|

Construction Engineering

|             |     |           |  |
|-------------|-----|-----------|--|
| \$2,285,275 | 10% | \$228,528 | (Default 20%) Engineering services during construction |
|-------------|-----|-----------|--|

Other Expected Costs

Provide estimate →

Description of other expected costs:

|  |
|--|
|  |
|--|

**Section 4.A Subtotal**

**\$799,846**

[4.B - Administration](#)

Project Administration will be applied throughout project.

Administration

|             |    |           |                                |
|-------------|----|-----------|--------------------------------|
| \$2,285,275 | 5% | \$114,264 | (Default 35%) Project overhead |
|-------------|----|-----------|--------------------------------|

**Section 4.B Subtotal**

**\$114,264**

[4.C - Additional Information](#)

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

The majority of project administration will be performed by City staff. Staff costs are charged against the general fund and not against the project.

|  |
|--|
|  |
|--|

[SUMMARY](#)

**Total of all above items**

**\$914,110**    Section 4 Total

**5. Contingency and Risk** HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING  
SW 124th Avenue to SW Tualatin Road  
City of Tualatin

Complete input cells in Section A if applicable. Default markups can be overridden. Section B must be completed.

5.A - Contingency

| Item   | Section Total    | Markup                           | Contingency \$ | Description   |
|--|------------------|----------------------------------|----------------|---------------|
| Section 1 - Construction   | \$2,112,775      | 20%                              | \$422,555      | (Default 20%) |
| Section 2 - Environmental  | \$172,500        | 20%                              | \$34,500       | (Default 20%) |
| Section 3.A - Right-of-Way (moderate confidence)   | \$0              | 40%                              | \$0            | (Default 40%) |
| Section 3.B - Right-of-Way (low confidence)  | \$699,000        | 50%                              | \$349,500      | (Default 50%) |
| Section 4.A - Design   | \$799,846        | 20%                              | \$159,969      | (Default 20%) |
| Section 4.B - Administration   | \$114,264        | No contingency on Administration |                |               |
| Other Expected Costs   | Provide estimate | →                                |                |               |
| Description of other expected costs: <span style="border: 1px solid black; display: inline-block; width: 500px; height: 20px;"></span> |                  |                                  |                |               |
| <b>Section 5.A Subtotal</b>  | <b>\$966,524</b> |                                  |                |               |

5.B - Risk

Describe project components, impacts, or unknowns that are uncertain in scope at this point. Items might include:

- environmental issues
- nearby historic or cultural resources
- railroad or utility work
- bridge work
- agency approvals
- existing deficient infrastructure
- complex or untested components
- other unique elements

Description of these items is not intended to affect project selection, but rather to identify and document key issues that need refinement.

**6. Project Summary Sheet**

**HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING**

SW 124th Avenue to SW Tualatin Road

Construct new bike lanes, sidewalks, landscape buffers, and transit stops and add buffered bike lanes to existing bike lanes.

City of Tualatin

**6.A - Cost Summary in 2007\$**

Preliminary Engineering (PE)

Surveying, design, coordination  
Contingency at 20%  
Administration at 5%

| Item Total | Phase Total |
|------------|-------------|
|            | \$714,149   |
| \$571,319  |             |
| \$114,264  |             |
| \$28,566   |             |

Right-of-Way (ROW)

Right-of-Way (moderate confidence)  
Contingency at 40%  
Right-of-Way (low confidence)  
Contingency at 50%

| Item Total | Phase Total |
|------------|-------------|
|            | \$1,048,500 |
| \$0        |             |
| \$0        |             |
| \$699,000  |             |
| \$349,500  |             |

Construction (Const)

Construction (Section 1)  
Contingency at 20%  
Environmental (Section 2)  
Contingency at 20%  
Construction Engineering  
Contingency at 20%  
Administration at 5%

| Item Total  | Phase Total |
|-------------|-------------|
|             | \$3,142,253 |
| \$2,112,775 |             |
| \$422,555   |             |
| \$172,500   |             |
| \$34,500    |             |
| \$228,528   |             |
| \$45,706    |             |
| \$125,690   |             |

Total

\$4,904,902

**6.B - Funding Summary by Year of Expenditure**

| Phase                   |              | 2007 Dollars        | YOE Year | Escalation | YOE Cost            |
|-------------------------|--------------|---------------------|----------|------------|---------------------|
| Preliminary Engineering | PE           | \$ 714,149          | 2019     | 1.52%      | \$ 724,979          |
| Right-of-Way            | ROW          | \$ 1,048,500        | 2022     | 9.80%      | \$ 1,151,256        |
| Construction            | Const        | \$ 3,142,253        | 2023     | 9.80%      | \$ 3,450,203        |
|                         | <b>Total</b> | <b>\$ 4,904,902</b> |          |            | <b>\$ 5,326,438</b> |

# Appendix F – Letters of Support



## Letters of Support

1. Kai USA
2. Kaiser Permanente
3. Lam Research
4. Nortek Air Solutions
5. Providence Health & Services
6. Ride Connection
7. TriMet
8. Tualatin Chamber of Commerce
9. Tualatin Commercial Citizen Involvement Organization
10. Washington County Coordinating Committee
11. Westside Economic Alliance
12. Westside Transportation Alliance



August 18, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of Support for the City of Tualatin's  
Herman Road Active Transportation Project

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

KAI USA is located at the intersection of Teton Road and Herman Road which is in Tualatin's major employment district. This project will provide a much needed safe corridor for bikes and pedestrians, connecting residential areas to this employment district. Active transportation improvements like this project are an essential element of the regional transportation system. KAI USA has over 250 employees and it is important that our employees have safe commuting options.

We support this project and appreciate your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeanne Donnelly'.

Jeanne Donnelly  
Manager, HR and General Affairs  
Kai USA Ltd



August 24, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

RE: Letter of Support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern:

On behalf of Kaiser Permanente Northwest and the Tualatin Medical Office, I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide a much-needed safe corridor for bikes and pedestrians, connecting residential neighborhoods with Tualatin's major employment district, which includes the Tualatin Medical Office. There are approximately 6,594 jobs within a quarter mile of the project area and over 6,000 residents within the three census blocks adjacent to this project. Currently the roadway consists of two 12-ft travel lanes with no bike lanes, sidewalks, or transit stops. The completed project will include buffered bicycle lanes, pedestrian facilities, upgraded lighting, and other improvements that will enhance transportation options for the community and improve safety for all users.

Active transportation is an important determinant of increasing physical activity, which in turn leads to better health. We recognize that promoting active transportation will not be successful unless infrastructure improvements are made along existing roadways, especially those that originally were not designed with active transportation in mind.

Kaiser Permanente is proud to be a member of the Tualatin community, and, as such, we strongly support projects such as the Herman Road active transportation improvements that ultimately enhance the community's quality of life.

Thank you for your consideration of this important project.

Respectfully,



Eliseo Olvera, RN, BSN, MDiv  
Department Administrator



August 10, 2016

**Lam Research Corporation**

11155 SW Leveton Drive

Tualatin, OR 97062

[www.lamresearch.com](http://www.lamresearch.com)

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of Support for the City of Tualatin's  
**Herman Road Active Transportation Project**

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide safe bike and pedestrian connections from residential neighborhoods to Tualatin's major employment district. Active transportation improvements like this project are an important part of the regional transportation system.

As Tualatin's largest (and likely fastest growing) employer, we support this project and look forward to providing input during the project development phase. A large percentage of our employees, contractors, inbound and outbound shipments travel on Herman road. A growing number of our employees use regional public transportation, bike or walk to work. As traffic congestion increases, the demand for these modes will increase. Addressing the proposed section of Herman Road will fill a critical gap in the local infrastructure.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Michael Snell".

Michael Snell  
Managing Director  
Tualatin Manufacturing Operations  
Lam Research Corporation

August 5, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of Support for the City of Tualatin's  
**Herman Road Active Transportation Project**

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide a much needed safe corridor for bikes and pedestrians, connecting residential neighborhoods with Tualatin's major employment district. The project will also improve Herman Road to allow for transit stops on the existing last-mile transit shuttle, served by Ride Connection. The Ride Connection shuttle connects Tualatin's employment areas with Tualatin's WES transit station and TriMet's 96 express bus to downtown Portland. Currently the roadway consists of two 12-ft travel lanes with no bike lanes, sidewalks, or transit stops.

Active transportation improvements like this project are an essential element of the regional transportation system. Completing gaps in the system will make it easier and safer for residents and employees to use alternative modes of transportation. The Herman Road project will provide significant local and regional benefit by filling in a gap in the active transportation system along Herman Road.

As a large employer in Tualatin, we support this project and look forward to providing input during the project development phase.

Thank you for your consideration,

Brian J Motland, PE  
Director of Operations

Providence Health & Services  
4400 NE Halsey St., Building 2  
Suite 599  
Portland, OR 97213  
[www.providence.org/oregon](http://www.providence.org/oregon)



August 25, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: City of Tualatin's Herman Road Active Transportation Project

To whom it may concern:

Providence Health & Services in Oregon is committed to building healthier communities, together. As part of this effort we are excited to express our support for the City of Tualatin's Herman Road Active Transportation project, which aims to increase activity among all members of the community.

The 2019-2021 Regional Flexible Funds Allocation Grant would make important active transportation improvements on Herman Road between Tualatin Road and 124th Avenue. A busy area with approximately 6,594 jobs within a quarter mile and over 6,000 residents within the three census blocks adjacent to this project.

When complete, there will be safe bike and pedestrian connections between residential neighborhoods and Tualatin's major employment district. In addition to filling gaps in the current transportation system, active transportation improvements like this project make it easier and safer for residents and employees to use alternative modes of transportation.

As this project moves forward to the design development phase, we're confident the City of Tualatin will develop concepts for best serving all people and modes of transportation along Herman Road.

Thank you for your consideration of this important project, and your on-going commitment to the wellness of our community.

Respectfully,

A handwritten signature in black ink, appearing to read "Dave Underriner", with a stylized flourish at the end.

Dave Underriner  
Chief Executive, Oregon Region

August 3, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

RE: Letter of Support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide a much needed safe corridor for bikes and pedestrians, connecting residential neighborhoods with Tualatin's major employment district. The project will also improve Herman Road to allow for transit stops. Ride Connection currently operates a first/last mile community connector shuttle that links Tualatin's WES station (as well as TriMet's 76, 96, and 97 bus routes) with major employment areas in Tualatin.

Currently, the roadway consists of two 12-ft travel lanes with no bike lanes, sidewalks, or transit stops. There are sections of roadway with steep shoulders that pose a serious danger to pedestrians and cyclists. Herman Road also serves as a truck route, adding another layer of safety concerns for our transit riders.

Active transportation infrastructure improvements along Herman Road will allow pedestrians, cyclists, and transit riders to have safe and convenient access to employment destinations.

We look forward to working with the City during the design phase of this project.

Respectfully,



Alex Page  
Service Planner



9955 NE Glisan Street  
Portland, OR 97220  
503.528.1720  
TTY 711  
rideconnection.org

*To link accessible, responsive transportation with community needs.*



August 11, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

RE: Letter of Support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

Currently, this entire stretch of Herman Road lacks sidewalk on the south side. Other portions of Herman Road are narrow with no shoulders and a steep ditch on the north side. This project will improve safety for all roadway users including transit, bicycles, and pedestrians. The completed project will include buffered bicycle lanes, pedestrian facilities, upgraded lighting, enhanced access to transit, and other improvements to improve safety along this roadway for residents and commuters alike.

The project will also allow for transit stops on the existing last-mile transit shuttle, served by Ride Connection. TriMet passes through federal funding as well as provides the grant match for the shuttle. The Ride Connection shuttle provides a vital connection between Tualatin's employment areas and Tualatin's WES transit station, TriMet bus lines 76 to Tigard and Beaverton, Line 96 express to downtown Portland, and Line 97 to Sherwood.

In summary, this project will provide a much needed safe corridor for residents and employees as they travel by transit, bike or foot through Tualatin's primary employment district. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Mills".

Tom Mills  
Senior Planner  
TriMet





# TUALATIN

CHAMBER of COMMERCE

August 3, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of Support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide a much needed safe corridor for bikes and pedestrians, connecting residential neighborhoods with Tualatin's major employment district. Currently the roadway consists of two 12-ft travel lanes with no bike lanes, sidewalks, or transit stops. The road is narrow and difficult to maneuver for bicyclists and pedestrians, requiring that employees in this area commute by car.

The Tualatin Chamber of Commerce is supportive of this project. There are approximately 6,594 jobs within a quarter mile of the project area. We look forward to the design development phase to evaluate concepts for best serving all modes of transportation along Herman Road. The completed project including buffered bicycle lanes, pedestrian facilities, upgraded lighting, and other improvements will improve safety for commuters along this roadway.

Thank you for your consideration of this important project.

Respectfully,

A handwritten signature in blue ink that reads "Linda Moholt". The signature is written in a cursive, flowing style.

Linda Moholt, CEO, IOM  
linda@tualatinchamber.com

PO Box 701  
8101 SW Nyberg St., Suite 102  
Tualatin, OR. 97062

Phone: 503-692-0780  
Chamber@tualatinchamber.com  
www.TualatinChamber.com

# Commercial Citizen Involvement Organization



August 24, 2016

Washington County Department of Land Use & Transportation  
Planning & Development Services - Long Range Planning  
Attn: Dyami Valentine, Senior Planner  
155 N First Avenue, Suite 350 MS14  
Hillsboro, Oregon 97124

Re: Support for City of Tualatin's Request for MSTIP Opportunity Funds  
(Herman Road Active Transportation Corridor Project)

Mr. Valentine:

The Commercial Citizen Involvement Organization ("CCIO") acts as an advocate for the commercial enterprises in the City of Tualatin. In that context, I am writing to inform you of the CCIO's support for the City of Tualatin's Request for MSTIP Opportunity Funds, which would be used as local matching funds for the City's application for grant funding for the Herman Road Active Transportation Corridor Project from the 2019-21 Regional Flexible Funding Allocation program.

The CCIO supports the Herman Road Active Transportation Corridor Project as a means of providing safe travel for all modes of local traffic (freight and employees/pedestrians commuting by car, bike and as walkers) along this important, local commercial route. The current state of the facilities on Herman Road between Tualatin Road and Teton Ave. is, as described in the City's Project Description and the enclosed article from *Tualatin Life*, is inadequate and unsafe for the volume of all modes of traffic presently using the Transportation Corridor. The installation of the improvements noted in the City's Project Description will dramatically improve safety in the Corridor as well as increase both the speed the delivery of goods and mobility of employees.

If you have any questions regarding the CCIO's support of the City's Request for MSTIP Opportunity Funds or would like to discuss this matter, then please contact me at 503-691-1813 or by email at [tualatincommercialcio@gmail.com](mailto:tualatincommercialcio@gmail.com).

Sincerely,

A handwritten signature in black ink that reads "Cathy Holland". The signature is written in a cursive, flowing style.

Cathy Holland  
President, Commercial CIO

# Tualatin's Herman Road Problem

BY JONATHAN CRANE

Several years ago Herman Road was vastly improved to accommodate truck traffic to and from our industrial areas in north Tualatin. The improvements widened the road, added lighting, some signals and it was a very successful project from Teton west to a little past 124th. However, a couple hundred yards east of Teton, the road is a catastrophe waiting to happen.

The photos from that stretch of road show how thin the road gets, and some portions are even crumbling into the deep culvert on the north side of the road. To think that a car, school bus or truck could actually veer off the road, possibly overturn is certainly a possibility.



Additionally there is zero room for cyclists, and pedestrians have to be quite the daredevils to even attempt it. When two semi-trucks are going opposite directions on that stretch, there is absolutely no room for error.

When I asked the City about it a couple years ago, they mentioned the funding for the project had ended at Teton. Maybe it's time we find some funding to repair the last couple hundred yards of the project before someone gets hurt.





August 23, 2016

**Subject:** City of Tualatin's Regional Flexible Funds Grant Application

To Whom It May Concern:

Washington County Coordinating Committee (WCCC), which consists of elected officials from Washington County and the cities in Washington County, is pleased to submit this letter of support for the City of Tualatin's Regional Flexible Funds (RFFA) grant application. The City of Tualatin is seeking \$571,000 in RFFA funding for project development to design Herman Road between Tualatin Road and 108<sup>th</sup> Avenue as a complete street.

WCCC members are committed to modernizing the county's major street network, supporting multimodal transportation solutions, and improving connections to key destinations. In demonstration of this commitment, WCCC members voted to commit \$70,000 in matching funds from the countywide Major Streets Transportation Improvement Program (MSTIP). MSTIP is a countywide, voter approved, property tax, which has been vital to the strong and sustained economic growth in Washington County by contributing over \$730 million in strategic transportation investments over the last 28 years.

The WCCC is encouraged that through this grant opportunity, these project development grant funds may be used to support safe multimodal transportation solutions, improve access to jobs, and connect key destinations.

I respectfully request you give the City of Tualatin's application the fullest consideration.

Sincerely,

Roy Rogers, Chairman  
Washington County Coordinating Committee

cc: Mayor Lou Ogden City of Tualatin  
Washington County Board of Commissioners  
Washington County Coordinating Committee  
Andrew Singelakis, Director, Land Use & Transportation

**Department of Land Use & Transportation**

155 North First Avenue, Ste. 350 MS 16 · Hillsboro, OR 97124-3072  
phone: (503) 846-4530 · fax: (503) 846-4412 · TTY: (503) 846-4598 · [www.co.washington.or.us](http://www.co.washington.or.us)



August 11, 2016

Metro Council  
Regional Flexible Fund Allocation  
600 NE Grand Avenue  
Portland, OR

RE: Support for the City of Tualatin's Herman Road Active Transportation Project

Dear President Hughes and members of the Council:

Westside Economic Alliance is writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

This project will provide a much needed safe corridor for bikes and pedestrians, connecting to Tualatin's major employment district. The project will also improve Herman Road to allow for transit stops on the existing last-mile transit shuttle, served by Ride Connection. The Ride Connection shuttle connects Tualatin's employment areas with Tualatin's WES transit station and TriMet's #96 express bus to downtown Portland. The project will provide safe commuting options for employees traveling by bike, foot, shuttle or vehicle.

Westside Economic Alliance is a business advocacy organization representing members from both the public and private sector in Washington and western Clackamas counties. We continue to work together to nurture the business climate and create a vibrant economy.

We are encouraged by Tualatin's efforts to enhance the active transportation options for commuters along Herman Road. Thank you for your consideration of this important project.

Respectfully,

Pamela Treece  
Executive Director

10220 SW Nimbus Ave.  
Suite K-12  
Tigard, Oregon 97223  
Office 503.968.3100  
Fax 503.624.0641  
www.westsidealliance.org

EXECUTIVE COMMITTEE

President – Mike Morey  
StanCorp Mortgage  
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CFM Strategic Communications  
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CBRE

Lesley Hallick  
Pacific University

Leslie Heilbrunn  
Portland General Electric

Blake Hering  
Norris Beggs & Simpson

Carol Kauffman  
Nike

Kyle Latta  
KG Investment Properties

Brantley Dettmer  
Kaiser Permanente NW

Tim Parker  
Melvin Mark Companies

Nancy Roberts  
Providence Health & Services

Chairman Andy Duyck  
Washington County

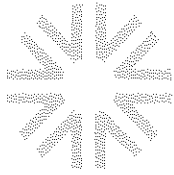
Councilor Craig Dirksen  
Metro

Mayor John Cook  
City of Tigard

Mayor Denny Doyle  
City of Beaverton

Mayor Lou Ogden  
City of Tualatin

Mayor Jerry Willey  
City of Hillsboro



**Westside  
Transportation  
Alliance**

August 11, 2016

Regional Flexible Fund Allocation  
Metro  
600 NE Grand Avenue  
Portland, OR

RE: Letter of Support for the City of Tualatin's Herman Road Active Transportation Project

To Whom It May Concern,

I am writing in support of the City of Tualatin's application for a 2019-21 Regional Flexible Funds Allocation Grant to complete project development for active transportation improvements on Herman Road between Tualatin Road and 124<sup>th</sup> Avenue.

Herman Road provides an essential connection to Tualatin's major employment district; however, it is not a safe route for bicyclists and pedestrians. This project will provide a much needed safe corridor for bikes and pedestrians along Herman Road. The project will also improve Herman Road to allow for transit stops on the existing last-mile transit shuttle, served by Ride Connection.

Westside Transportation Alliance is a TMA focused on providing services and programs that help employees in Washington County commute by transit, carpool, bicycling or walking. Safe and pleasant "last mile" routes are essential to employers' efforts to decrease single occupancy commutes and ultimately create a more positive commuting experience for employees — and healthier communities in general. We whole-heartedly support Tualatin's proposed project and are confident it will enhance active transportation options for commuters.

Respectfully,

Tracy Love-Silver  
Interim Executive Director

**Instructions for Using This Workbook**

**Password for locking/unlocking this sheet is 'metro'. All other sheets have no password.**

Purpose:

This workbook provides a methodology for planning-level cost estimating for transportation infrastructure projects. Alternative methodology of similar or better detail is acceptable.

Where agencies propose cost methodology significantly different from this methodology, documentation should be provided.

This includes unit costs which vary significantly from that specified here. Consistency of such costs between projects is desirable in that it allows for equitable comparison of projects.

Instructions:

This workbook or a comparable cost estimate must be completed for each project submitted.

Complete the project information below and in Sheets 1 through 5. Worksheets are accessed by tabs at the bottom of the window.

Sheet 6 summarizes total estimated cost of the project.

Input cells are shaded light blue, and should be filled in by the user (where applicable). Other cells are locked and should not be changed.

<sample>

← Appearance of input cells used throughout this workbook.

Locked cells can be unlocked by selecting Review > Unprotect Sheet. This is not recommended in most cases. Password is 'metro'.

Questions about completing the workbook should be directed to Anthony Buczek, Transportation Engineer with Metro.

Feedback and comments about this workbook are encouraged, and will help to improve it for future updates.

phone: 503-797-1674

e-mail: [anthony.buczek@oregonmetro.gov](mailto:anthony.buczek@oregonmetro.gov)

Project Information:

Fill in all of the information below for your project.

|                         |   |      |
|-------------------------|---|------|
| Funding year:           | PE  | 2019 |
|                         | ROW   | 2022 |
|                         | Const   | 2023 |
| Project name:           | HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING  |      |
| Corridor and endpoints: | SW 124th Avenue to SW Tualatin Road   |      |
| Project description:    | Construct new bike lanes, sidewalks, landscape buffers, and transit stops and add buffered bike lanes to existing bike lanes. |      |
| Local plan project #:   |   |      |
| RTP project #:          | 10715   |      |
| Submitting agency:      | City of Tualatin  |      |
| Agency contact:         | Zoe Monahan   |      |
| Contact phone:          | 503-691-3020  |      |
| Contact e-mail:         | <a href="mailto:zmonahan@ci.tualatin.or.us">zmonahan@ci.tualatin.or.us</a>  |      |

These cells are shaded light blue, which means they should be filled in.

Proceed to Sheet 1 when the above is completed.

Unit costs year:

2007

Escalation rate

|             | Used in Calculations | Default | Override |
|-------------|----------------------|---------|----------|
| 2007 - 2008 | 100.38%              | 100.38% |          |
| 2008 - 2009 | 84.72%               | 84.72%  |          |
| 2009 - 2010 | 96.78%               | 96.78%  |          |
| 2010 - 2011 | 101.04%              | 101.04% |          |
| 2011 - 2012 | 105.05%              | 105.05% |          |
| 2012 - 2013 | 97.86%               | 97.86%  |          |
| 2013 - 2014 | 100.79%              | 100.79% |          |
| 2014 - 2015 | 100.71%              | 100.71% |          |
| 2015 - 2016 | 104.00%              | 104.00% |          |
| 2016 - 2017 | 104.00%              | 104.00% |          |
| 2017 - 2018 | 104.00%              | 104.00% |          |
| 2018 - 2019 | 104.00%              | 104.00% |          |
| 2019 - 2020 | 104.00%              | 104.00% |          |
| 2020 - 2021 | 104.00%              | 104.00% |          |

Do not override these unless better escalation factors are identified.  
2007 - 2015 based on FHWA NHCCI  
2016 - 2021 based on ODOT inflation assumptions

Escalation Lookup Table

| v From \ To > | 2007    | 2008    | 2009    | 2010   | 2011   | 2012   | 2013   | 2014   | 2015   | 2016   | 2017   | 2018   | 2019  | 2020  | 2021  |
|---------------|---------|---------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|-------|-------|
| 2007          | 100.00% | 100.38% | 85.04%  | 82.30% | 83.16% | 87.36% | 85.49% | 86.16% | 86.78% | 90.25% | 93.86% | 97.61% | ##### | ##### | ##### |
| 2008          | ---     | 100.00% | 84.72%  | 81.99% | 82.84% | 87.03% | 85.17% | 85.84% | 86.45% | 89.91% | 93.50% | 97.24% | ##### | ##### | ##### |
| 2009          | ---     | ---     | 100.00% | 96.78% | 97.79% | #####  | #####  | #####  | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2010          | ---     | ---     | ---     | #####  | #####  | #####  | #####  | #####  | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2011          | ---     | ---     | ---     | ---    | #####  | #####  | #####  | #####  | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2012          | ---     | ---     | ---     | ---    | ---    | #####  | 97.86% | 98.63% | 99.33% | #####  | #####  | #####  | ##### | ##### | ##### |
| 2013          | ---     | ---     | ---     | ---    | ---    | ---    | #####  | #####  | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2014          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | #####  | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2015          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | #####  | #####  | #####  | #####  | ##### | ##### | ##### |
| 2016          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | #####  | #####  | #####  | ##### | ##### | ##### |
| 2017          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | ---    | #####  | #####  | ##### | ##### | ##### |
| 2018          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | #####  | ##### | ##### | ##### |
| 2019          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ##### | ##### | ##### |
| 2020          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---   | ##### | ##### |
| 2021          | ---     | ---     | ---     | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---    | ---   | ---   | ##### |

Workbook revision date: June 27, 2016 (metro)

|   |  |
|---|--|
| <p><b>1. Construction</b></p> <p>Sections A through E must be completed. Complete Sections F and/or G if applicable.</p> <p>Projects will not include all elements below, but most will include elements from multiple sections.</p> <p>Enter quantities only for elements actually included in your project.</p> | <p>HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING</p> <p>SW 124th Avenue to SW Tualatin Road</p> <p>City of Tualatin</p> |
|---|--|

1.A - Road Construction, Reconstruction, or Resurfacing

| Item  | Unit | Quantity | Unit cost | Total            | Description   |
|---|------|----------|-----------|------------------|---|
| Road - new/reconstruct (incl. curb, sidewalk, drainage) | SF   | [ ]      | \$15      | \$0              | Specify SF of pavement, not including sidewalks and curbs (these are assumed in unit cost). |
| Road - resurface  | SF   | 50,400.0 | \$4       | \$201,600        |   |
|   |      | 2,100.0  |           |                  | For documentation of assumptions used.  |
| <b>Section 1.A Subtotal</b>                             |      |          |           | <b>\$201,600</b> |   |

1.B - Addition of Roadway Elements to Existing Roadway

| Item                                    | Unit | Quantity           | Unit cost | Total              | Description   |
|---|------|--------------------|-----------|--------------------|---|
| Minor widening, no curbs                | SF   | 25,200.0           | \$15      | \$378,000          | Used for bike lanes, other minor widening. Does not include curbs, sidewalks, or drainage.            |
| Remove pavement                         | SF   | 0.0                | \$0.75    | \$0                |   |
| Curb only                               | LF   | 4,200.0            | \$16      | \$67,200           | For new curb installation. Does not include drainage.   |
| Remove curb                             | LF   | 0.0                | \$6       | \$0                |   |
| Median in existing lane no drainage     | LF   | 0.0                | \$86.50   | \$0                | Includes pavement removal, curbs, landscaping for a 12' median in 14' lane. No drainage included.     |
| Landscaping only - medians and bulbouts | SF   | 0.0                | \$4       | \$0                | Install 18" topsoil plus plants   |
| Drainage system - both sides            | LF   | 4,200.0            | \$115     | \$483,000          | For new installations. Length is overall project length where drainage is added.                      |
| Bridge - new or replace                 | SF   | 0.0                | \$250     | \$0                |   |
|   |      | 2,100.0            |           |                    | For documentation of assumptions used.  |
| Street trees with tree grates           | LF   | 2,100.0            | \$40      | \$84,000           | Per side.   |
| Irrigation system                       |      | Provide estimate → |           | \$10,000           | For irrigation of medians and bulbouts. Specific estimate required if used (describe in Section 1.G). |
| Signing/markings                        | LF   | 13,300.0           | \$2       | \$26,600           | Use when new pavement markings are to be installed (per line).  |
| Clearing                                | SF   | 50,400.0           | \$0.06    | \$3,024            | Used for new alignments.  |
| Grading                                 | CY   | 3,500.0            | \$17.50   | \$61,250           | Provide an estimate of grading and describe assumptions in Section 1.G.                               |
| Retaining walls (by wall area)          | SF   | 3,600.0            | \$55      | \$198,000          | Use SF of walls if known. If not, estimate length of walls and describe assumptions in Section 1.G.   |
| Retaining walls (by length)             | LF   | 0.0                | \$250     | \$0                |   |
| <b>Section 1.B Subtotal</b>             |      |                    |           | <b>\$1,311,074</b> |   |

1.C - Addition of Pedestrian Elements to Existing Roadway

| Item                         | Unit | Quantity | Unit cost | Total            | Description          |
|------------------------------|------|----------|-----------|------------------|----------------------|
| Sidewalk, no curb            | SF   | 12,600.0 | \$10      | \$126,000        | Includes curb ramps. |
| Remove sidewalk              | SF   | 0.0      | \$1.25    | \$0              |                      |
| Shared-use path              | SF   | 0.0      | \$5       | \$0              | Includes curb ramps. |
| Street furniture - bench     | EA   | 0        | \$2,275   | \$0              |                      |
| Street furniture - bike rack | EA   | 0        | \$330     | \$0              |                      |
| Street furniture - trash can | EA   | 0        | \$1,350   | \$0              |                      |
| <b>Section 1.C Subtotal</b>  |      |          |           | <b>\$126,000</b> |                      |



1.D - Utilities

**Item**

Utility burial

Utility relocation

|              | Provide estimate | Total | Description   |
|--------------|------------------|-------|---|
|              | →                |       | If utility burial is included, provide a detailed cost from the appropriate utility.              |
|              | →                |       | Describe what utilities will or may be relocated. Provide cost estimate and describe assumptions. |
| Description: |                  |       |   |

Railroad impacts

|          | Summarize impacts | Description  |
|----------|-------------------|--|
|          |                   | Describe potential impacts to railroads in project area. |
| Summary: |                   |  |

**Section 1.D Subtotal**

**\$0**

1.E - Traffic Signals and Lighting

**Item**

Traffic signals (4-lanes or more)

Traffic signals (less than 4-lanes)

Street lighting - per side

|                             | Unit | Quantity | Unit cost | Total            | Description  |
|-----------------------------|------|----------|-----------|------------------|--|
|                             | EA   | 0        | \$150,000 | \$0              | Use where at least one roadway is 4 lanes or more. |
|                             | EA   | 0        | \$105,000 | \$0              | Use where both roadways are 3 lanes or less.       |
|                             | LF   | 2100.0   | \$80      | \$168,000        | Install street lighting at 100' spacing per side.  |
| <b>Section 1.E Subtotal</b> |      |          |           | <b>\$168,000</b> |  |

1.F - Associated Costs

**Item**

Mobilization, staging, traffic control

Erosion control - enter value to override fixed 1.5%

No Description Required:

|  |    | Basis | Total     | Description  |
|--|----|-------|-----------|--|
|  |    | 15%   | \$271,001 |  |
|  | \$ | 1.5%  | \$27,100  | Use 1.5% of construction costs, or provide a cost estimate and describe assumptions. |
|  |    |       |           |  |

**Section 1.F Subtotal**

**\$298,101**

1.G - Additional Information

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

400 LF chainlink fence at \$20/LF = \$8000

Other Expected Costs

|                  |   |         |
|------------------|---|---------|
| Provide estimate | → | \$8,000 |
|------------------|---|---------|

**Section 1.G Subtotal**

**\$8,000**

SUMMARY

**Total of sections A through G**

**\$2,112,775** Section 1 Total

|   |  |
|---|--|
| <b>2. Environmental Impact and Mitigation</b>   | HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING |
| Sections A and B must be completed. Complete Section C if applicable. Contact Metro if information for 2.B is needed. | SW 124th Avenue to SW Tualatin Road<br>City of Tualatin              |

[2.A - Status and Information](#)

Please place an 'X' in the appropriate box.

|  |                                     |
|--|-------------------------------------|
| EA not completed; an EIS IS expected.              | <input type="checkbox"/>            |
| EA not completed; an EIS is NOT expected.          | <input checked="" type="checkbox"/> |
| EA not completed; unknown whether EIS is expected. | <input type="checkbox"/>            |
| EA has been completed; an EIS IS required.         | <input type="checkbox"/>            |
| EA has been completed; an EIS is NOT required.     | <input type="checkbox"/>            |
| Both an EA and an EIS have been completed.         | <input type="checkbox"/>            |

Describe expected environmental impacts, assumptions, and unknowns.

Description: The project is not located in a sensitive area. The property being considered for widening is generally disturbed non-vegetaed land.

[2.B - Environmental Impacts and Mitigation](#)

| Item                                  | Unit | Quantity   | Unit cost | Total   | Description |
|---------------------------------------|------|--|-----------|---|-------------|
| Estimate acreage of impact/mitigation | ACRE | <input style="width: 50px;" type="text" value="1.15"/> | \$150,000 | <input style="width: 50px;" type="text" value="\$172,500"/> |             |
| <b>Section 2.B Subtotal</b>           |      |  |           | <b>\$172,500</b>  |             |

[2.C - Additional Information](#)

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

Other Expected Costs Provide estimate →

**Section 2.C Subtotal**

[SUMMARY](#)

**Total estimate for environmental mitigation** **\$172,500** Section 2 Total

**3. Right-of-Way Cost Estimation** HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING  
 Use either Method 'A' or Method 'B'. Method 'A' is preferred. Complete Section C if applicable. SW 124th Avenue to SW Tualatin Road  
City of Tualatin

Where the exact SF of ROW is unknown, an estimate must be made. At the most simplistic level, this estimate can be made by calculating the difference between the proposed cross-section width and the existing ROW width, multiplied by the project length. Where ROW width cannot be determined, it should be assumed to be the width of the existing roadway including sidewalks.

3.A - Method 'A' (moderate confidence)

| Item   | Unit | Quantity | Unit cost | Total      | Description  |
|--|------|----------|-----------|------------|--|
| Estimate area (SF) of ROW taking                       | SF   |          |           |            |  |
| Describe assumptions used in calculating area:         |      |          |           |            |  |
| Estimate unit cost (per SF) of taking                  | \$   |          |           |            |  |
| Describe assumptions used in calculating unit cost(s): |      |          |           |            |  |
| Estimated total cost of taking                         |      |          |           | \$0        | Estimated area multiplied by estimated unit cost.      |
| Number of affected parcels:                            | EA   |          | \$10,000  | \$0        | Reflects administrative costs of property acquisition. |
| <b>Section 3.A Subtotal</b>                            |      |          |           | <b>\$0</b> |  |

3.B - Method 'B' (low confidence)

| Item  | Unit | Quantity | Unit cost | Total            | Description   |
|---|------|----------|-----------|------------------|---|
| Estimate square-feet of high-value ROW taking   | SF   |          | \$30      | \$0              | Use in urban areas and moderate to high-priced neighborhoods. |
| Estimate square-feet of developed ROW taking  | SF   | 3600.0   | \$20      | \$72,000         | Use in other established neighborhoods.                       |
| Estimate square-feet of undeveloped ROW taking  | SF   | 37800.0  | \$15      | \$567,000        | Use in undeveloped areas.                                     |
| Describe assumptions used in calculating area: Approx. 18' x 2100' and approx. 18' x 200' |      |          |           |                  |   |
| Estimated total cost of taking  |      |          |           | \$639,000        | Estimated area multiplied by estimated unit cost.             |
| Number of affected parcels:   | EA   | 6        | \$10,000  | \$60,000         | Reflects administrative costs of property acquisition.        |
| <b>Section 3.B Subtotal</b>   |      |          |           | <b>\$699,000</b> |   |

3.C - Additional Information

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

SUMMARY

|   |                  |  |
|---|------------------|--|
| <b>Method 'A' Right-of-Way estimate (moderate confidence)</b> | <b>\$0</b>       | <b>Section 3 Total (moderate confidence)</b> |
| <b>Method 'B' Right-of-Way estimate (low confidence)</b>      | <b>\$699,000</b> | <b>Section 3 Total (low confidence)</b>      |

|  |   |
|--|---|
| <b>4. Design and Administration Costs</b>  | <b>HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING</b> |
| Complete input cells in Sections A and B if applicable. Default markup values can be overridden. | SW 124th Avenue to SW Tualatin Road<br>City of Tualatin                     |

[4.A - Design](#)

Construction Costs (from Section 1):

|             |
|-------------|
| \$2,112,775 |
|-------------|

Environmental Impact Costs (from Section 2):

|           |
|-----------|
| \$172,500 |
|-----------|

**Item**

| Base Cost | Markup | Total | Description |
|-----------|--------|-------|-------------|
|-----------|--------|-------|-------------|

Surveying, design, coordination

|             |     |           |   |
|-------------|-----|-----------|---|
| \$2,285,275 | 25% | \$571,319 | (Default 30%) Typically included in the professional engineering contract |
|-------------|-----|-----------|---|

Construction Engineering

|             |     |           |  |
|-------------|-----|-----------|--|
| \$2,285,275 | 10% | \$228,528 | (Default 20%) Engineering services during construction |
|-------------|-----|-----------|--|

Other Expected Costs

Provide estimate →

Description of other expected costs:

|  |
|--|
|  |
|--|

**Section 4.A Subtotal**

**\$799,846**

[4.B - Administration](#)

Project Administration will be applied throughout project.

Administration

|             |    |           |                                |
|-------------|----|-----------|--------------------------------|
| \$2,285,275 | 5% | \$114,264 | (Default 35%) Project overhead |
|-------------|----|-----------|--------------------------------|

**Section 4.B Subtotal**

**\$114,264**

[4.C - Additional Information](#)

Use the space below to provide additional information, including items not listed above, or to expand on assumptions used.

The majority of project administration will be performed by City staff. Staff costs are charged against the general fund and not against the project.

|  |
|--|
|  |
|--|

[SUMMARY](#)

**Total of all above items**

**\$914,110**    Section 4 Total

**5. Contingency and Risk** HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING  
SW 124th Avenue to SW Tualatin Road  
City of Tualatin

Complete input cells in Section A if applicable. Default markups can be overridden. Section B must be completed.

5.A - Contingency

| Item   | Section Total    | Markup                           | Contingency \$ | Description   |
|--|------------------|----------------------------------|----------------|---------------|
| Section 1 - Construction   | \$2,112,775      | 20%                              | \$422,555      | (Default 20%) |
| Section 2 - Environmental  | \$172,500        | 20%                              | \$34,500       | (Default 20%) |
| Section 3.A - Right-of-Way (moderate confidence)   | \$0              | 40%                              | \$0            | (Default 40%) |
| Section 3.B - Right-of-Way (low confidence)  | \$699,000        | 50%                              | \$349,500      | (Default 50%) |
| Section 4.A - Design   | \$799,846        | 20%                              | \$159,969      | (Default 20%) |
| Section 4.B - Administration   | \$114,264        | No contingency on Administration |                |               |
| Other Expected Costs   | Provide estimate | →                                |                |               |
| Description of other expected costs: <span style="border: 1px solid black; display: inline-block; width: 500px; height: 20px;"></span> |                  |                                  |                |               |
| <b>Section 5.A Subtotal</b>  | <b>\$966,524</b> |                                  |                |               |

5.B - Risk

Describe project components, impacts, or unknowns that are uncertain in scope at this point. Items might include:

- environmental issues
- nearby historic or cultural resources
- railroad or utility work
- bridge work
- agency approvals
- existing deficient infrastructure
- complex or untested components
- other unique elements

Description of these items is not intended to affect project selection, but rather to identify and document key issues that need refinement.

**6. Project Summary Sheet**

**HERMAN ROAD ACTIVE TRANSPORTATION CORRIDOR - PRELIMINARY ENGINEERING**

SW 124th Avenue to SW Tualatin Road

Construct new bike lanes, sidewalks, landscape buffers, and transit stops and add buffered bike lanes to existing bike lanes.

City of Tualatin

**6.A - Cost Summary in 2007\$**

|                                     | Item Total  | Phase Total  |
|-------------------------------------|-------------|--------------|
| <u>Preliminary Engineering (PE)</u> |             | \$714,149    |
| Surveying, design, coordination     | \$571,319   |              |
| Contingency at 20%                  | \$114,264   |              |
| Administration at 5%                | \$28,566    |              |
| <br>                                |             |              |
| <u>Right-of-Way (ROW)</u>           |             | \$1,048,500  |
| Right-of-Way (moderate confidence)  | \$0         |              |
| Contingency at 40%                  | \$0         |              |
| Right-of-Way (low confidence)       | \$699,000   |              |
| Contingency at 50%                  | \$349,500   |              |
| <br>                                |             |              |
| <u>Construction (Const)</u>         |             | \$3,142,253  |
| Construction (Section 1)            | \$2,112,775 |              |
| Contingency at 20%                  | \$422,555   |              |
| Environmental (Section 2)           | \$172,500   |              |
| Contingency at 20%                  | \$34,500    |              |
| Construction Engineering            | \$228,528   |              |
| Contingency at 20%                  | \$45,706    |              |
| Administration at 5%                | \$125,690   |              |
|                                     |             | <b>Total</b> |
|                                     |             | \$4,904,902  |

**6.B - Funding Summary by Year of Expenditure**

| Phase                   |              | 2007 Dollars        | YOE Year | Escalation | YOE Cost            |
|-------------------------|--------------|---------------------|----------|------------|---------------------|
| Preliminary Engineering | PE           | \$ 714,149          | 2019     | 1.52%      | \$ 724,979          |
| Right-of-Way            | ROW          | \$ 1,048,500        | 2022     | 9.80%      | \$ 1,151,256        |
| Construction            | Const        | \$ 3,142,253        | 2023     | 9.80%      | \$ 3,450,203        |
|                         | <b>Total</b> | <b>\$ 4,904,902</b> |          |            | <b>\$ 5,326,438</b> |



*City of Tualatin*

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Kim McMillan, City Engineer  
Sean Brady, City Attorney

**DATE:** September 9, 2019

---

### **SUBJECT:**

Consideration of **Resolution No. 5468-19** Authorizing the City Manager to execute an Intergovernmental Agreement with the City of Sherwood regarding the SW Galbreath Drive Sanitary Sewer Extension

### **RECOMMENDATION:**

Staff recommends Council authorize the City Manager to sign the Intergovernmental Agreement

### **EXECUTIVE SUMMARY:**

- The City of Sherwood does not have the infrastructure to provide sewer service within the Sherwood city limits in the vicinity of Galbreath Drive and Cipole Road.
- The Cities of Tualatin and Sherwood and Clean Water Services have determined that a connection to Tualatin's sewer can serve this area of Sherwood.
- The new sewer would be located in Galbreath Drive and Cipole Road.
- Tualatin's sanitary sewer downstream from this connection has adequate capacity to meet both Tualatin's future flows based on highest allowable development and Sherwood's flows.
- An Intergovernmental Agreement was developed to allow this connection.

### **OUTCOMES OF DECISION:**

Authorizing the City Manager to sign the IGA will allow Sherwood to construct a sewer line to serve the Galbreath Drive area, connecting it to Tualatin's 8-inch sewer main in Cipole Road.

### **ALTERNATIVES TO RECOMMENDATION:**

Council could decide not to authorize signature of this agreement. This would result in Sherwood having to find another way to serve this area with sewer.

### **FINANCIAL IMPLICATIONS:**

The City's share of the cost of the proposed project and future maintenance of is zero dollars. Sherwood has agreed, through this IGA, to incur all costs associated with this sewer.

### **ATTACHMENTS:**

---

- Resolution 5468-19 Authorizing City Manager to execute IGA with Sherwood
- Intergovernmental Agreement with Sherwood
- Exhibit A – Proposed Sewer Service Area



RESOLUTION NO. 5468-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SHERWOOD REGARDING THE SW GALBREATH ROAD SANITARY SEWER EXTENSION

WHEREAS, an area of the City of Sherwood in the vicinity of SW Galbreath Drive cannot be adequately served by the Sherwood's existing sanitary sewer infrastructure;

WHEREAS, the City of Tualatin has capacity to serve the area of Sherwood in the vicinity of SW Galbreath Drive with Tualatin's sanitary sewer infrastructure;

WHEREAS, ORS 190 authorizes Tualatin and Sherwood to enter into an Intergovernmental Agreement (IGA) to allow Sherwood to utilize Tualatin sewer infrastructure; and

WHEREAS, this IGA is the most efficient way to provide sanitary sewer services to the affected areas, and approval of the IGA is in the public interest.

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

**Section 1.** The City Manager is authored to execute an Intergovernmental Agreement with the City of Sherwood regarding the SW Galbreath Road Sanitary Sewer Extension, which is attached as Exhibit 1, and incorporated by reference.

**Section 2.** The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

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

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

**EXHIBIT 1**  
**RESOLUTION NO. 5468-19**

INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF SHERWOOD AND CITY OF TUALATIN  
REGARDING GALBREATH SANITARY EXTENSION

This AGREEMENT is entered into as of the date last set forth below by and between the City of Sherwood, an Oregon municipal corporation (Sherwood), and the City of Tualatin, an Oregon municipal corporation (Tualatin).

I. RECITALS

- A. Sherwood and Tualatin are authorized to provide services to properties within their boundaries.
- B. Sherwood and Tualatin have the authority to enter into this Agreement pursuant to ORS 190.003.
- C. The parties have existing agreements regarding provision of sanitary sewer services relating to the service areas that are the subject of this Agreement.
- D. In establishing this Agreement, Sherwood and Tualatin have considered the financial and operational capacities of each entity, physical factors, and the economic and engineering options for provision of sanitary sewer urban services.
- E. Sherwood and Tualatin have determined that this Agreement provides for a continuation of an adequate level of sanitary sewer services to the areas served by each.
- F. Sherwood and Tualatin have further determined that this Agreement is the most efficient means of providing sanitary sewer services to the area that is the subject of this Agreement.
- G. The area that will receive sanitary sewer services under this Agreement includes areas within each of the parties' respective boundaries. Each of those areas will receive such services via facilities owned, operated, and maintained by the party within whose boundaries they are located, as well as via facilities owned, operated, and maintained by the other party. As such, this Agreement provides a mutual benefit to each of the parties. The parties have determined that this mutual benefit is sufficient consideration and that it is not necessary or appropriate for the parties to exchange any further consideration in connection with this Agreement.

II. DEFINITIONS

- A. Industrial Waste means any liquid, gaseous, radioactive or solid waste substance or a combination thereof resulting from any process of industrial or manufacturing business, or from the development or recovery of natural resources. For the purposes of this agreement, Industrial Waste shall also include any substance regulated under 33 USC Sec. 1317, together with regulations adopted there under.

- B. Operation and Maintenance means the regular performance of work required to assure continued functioning of the sanitary sewerage system and corrective measures taken to repair facilities to keep them in operating condition, and in compliance with the requirements of applicable laws, regulations, and permits.
- C. Rates and Charges are defined in the Clean Water Services (CWS) "Rates and Charges" Resolution and Order No. 19-19 (R&O), as amended. The following terms, when used in this Agreement, shall be as defined in the R&O:
  - 1. Sanitary Sewer Service Charge
  - 2. Sanitary System Development Charge ("SDC", also called "Connection Charge")
- D. Sanitary Sewerage System means any combination of sewer treatment plant, pumping or lift facilities, sewer pipe, force mains, laterals, manholes, side sewers, laboratory facilities and equipment, and any other facilities for the collection, conveyance, treatment and disposal of sanitary sewage comprising the total publicly-owned sanitary sewerage system within CWS jurisdiction, to which storm, surface and ground waters are not intentionally admitted.

### III. GENERAL TERMS

- A. Provision of Services – Responsibilities for provision of services covered by this Agreement shall be based on the Service Area Map attached to this agreement as Exhibit A.
  - 1. Description of Service Area Map

Exhibit A shows the following:

    - a. The area that is the subject of this Agreement (the "Service Area").
    - b. The areas served by the City of Sherwood within the Service Area.
    - c. The areas served by the City of Tualatin within the Service Area.
    - d. The areas served by CWS within the Service Area.
    - e. The existing public sanitary sewer system in the Service Area, and the jurisdiction responsible for operation and maintenance of each line segment.
    - f. The additional sanitary sewer system components to be constructed pursuant to this Agreement and the agency or person responsible for their construction.
    - g. The potential boundary of the area that could be serviced by the additional sanitary sewer system components described in subsection (6) above.
  - 2. Sewage Treatment and Pumping responsibilities

Subject to any rules or directives of any federal, state, regional or local authority having jurisdiction, Tualatin shall accept and convey sewage originating from the Service Area and entering into Tualatin's system.
  - 3. Operation and Maintenance responsibilities
    - a. Tualatin will remain responsible for operation and maintenance of the "City of Tualatin Existing Sanitary Sewer System" as depicted in Exhibit A.
    - b. Sherwood will own and be responsible for operation and maintenance of the "Proposed

City of Sherwood Extension of Public Sanitary Sewer System" and the "Proposed Developer Extension of Public Sanitary Sewer" as depicted in Exhibit A. In the event the relocation of either the "Proposed City of Sherwood Extension of Public Sanitary Sewer System" or the "Proposed Developer Extension of Public Sanitary Sewer" depicted in Exhibit A becomes necessary, Sherwood will be responsible for such relocation. Nothing in this subsection prevents Sherwood from holding a third party responsible for such relocation.

4. Billing and Payment for Sewage Treatment Services

Each party will continue to perform all billing for sanitary sewer service charges for the portions of the Service Area within its respective boundaries, including for those properties served by the additional sanitary sewer system components to be constructed pursuant to this Agreement, and retain and/or distribute the payments received as may be required by applicable law and any other existing or subsequent agreements.

5. System Development Charges

Each party shall collect and retain any and all sanitary sewer system development charges relating to developments within its boundaries, subject only to applicable law and any other existing or subsequent agreements.

6. Industrial Waste

Each party shall implement measures to monitor and reduce the introduction of Industrial Wastes into the sanitary sewer system.

B. Extension of Services

Properties within each party's boundaries may be permitted to connect to the sanitary sewer systems in the Service Area, including the additional sanitary sewer system components to be constructed pursuant to this Agreement, subject to all applicable laws, rules, or directives of the respective city and all applicable laws, rules, or directives of any federal, state, or regional authority having jurisdiction.

C. Term, Termination, and Modification of Agreement

1. This Agreement shall remain in effect in perpetuity, unless terminated pursuant to this section.
2. Either party may terminate this agreement for default by the other party after providing written notice of said default and providing a reasonable opportunity to cure, which shall not be less than ninety (90) calendar days.
3. The parties may terminate this agreement at any time, with any effective date, upon written agreement of the parties.
4. This agreement may only be modified by a written amendment executed by the parties.

D. Indemnity

Subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 et seq., each party shall defend, indemnify and hold harmless the other party, its governing body, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character, including attorney's fees, on account of personal injury, death or damage to property sustained resulting from the indemnifying party's acts or omissions relating to this Agreement.

E. Severability

In the event that any provision of this Agreement shall be held to be impossible, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto.

F. Waiver

Failure by a party to enforce any provision of this Agreement shall not be construed by that party or the other party as a waiver of a subsequent breach of the same provision.

G. Assignment

This Agreement shall not be assigned by either of the parties without first obtaining the written consent of the other. Any attempted assignment in violation of this provision shall be void.

H. Dispute Resolution

Any dispute arising under this Agreement shall be subject to the following dispute resolution process:

1. Informal negotiations between the parties.
2. If the dispute is not resolved under step 1, either party may, by written notice to the other party, request mediation. The parties will thereafter cooperate in good faith to select a mediator within fourteen (14) days of such request. In the event the parties cannot agree on a mediator, the parties will ask any circuit court judge to appoint a mediator. Mediation shall be scheduled within fourteen (14) days after selection of the mediator, or as soon as possible, based on availability. The parties will share the mediation costs equally.
3. If the dispute is not resolved under step 2, then the parties may agree to binding arbitration under such terms as the parties may agree. If the parties do not agree to arbitrate, then either party may seek legal relief through the Circuit Court of Washington County, or U.S. District Court if jurisdiction is available.

Each Party shall bear its own legal fees and expert witness costs in Dispute Resolution.

I. Notices

Any notice required to be provided under this Agreement shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. A party may alter the person and address designated for receipt of notices under this Agreement by written notice to the other party. Until so altered, notices shall be provided to:

For Sherwood:  
Josh Soper, City Attorney  
City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140

For Tualatin:  
Sean Brady, City Attorney  
City of Tualatin  
18880 SW Martinazzi Ave.  
Tualatin, OR 97062

CITY OF TUALATIN

CITY OF SHERWOOD

\_\_\_\_\_  
Sherilyn Lombos, City Manager

\_\_\_\_\_  
Joseph Gall, City Manager

Dated: \_\_\_\_\_

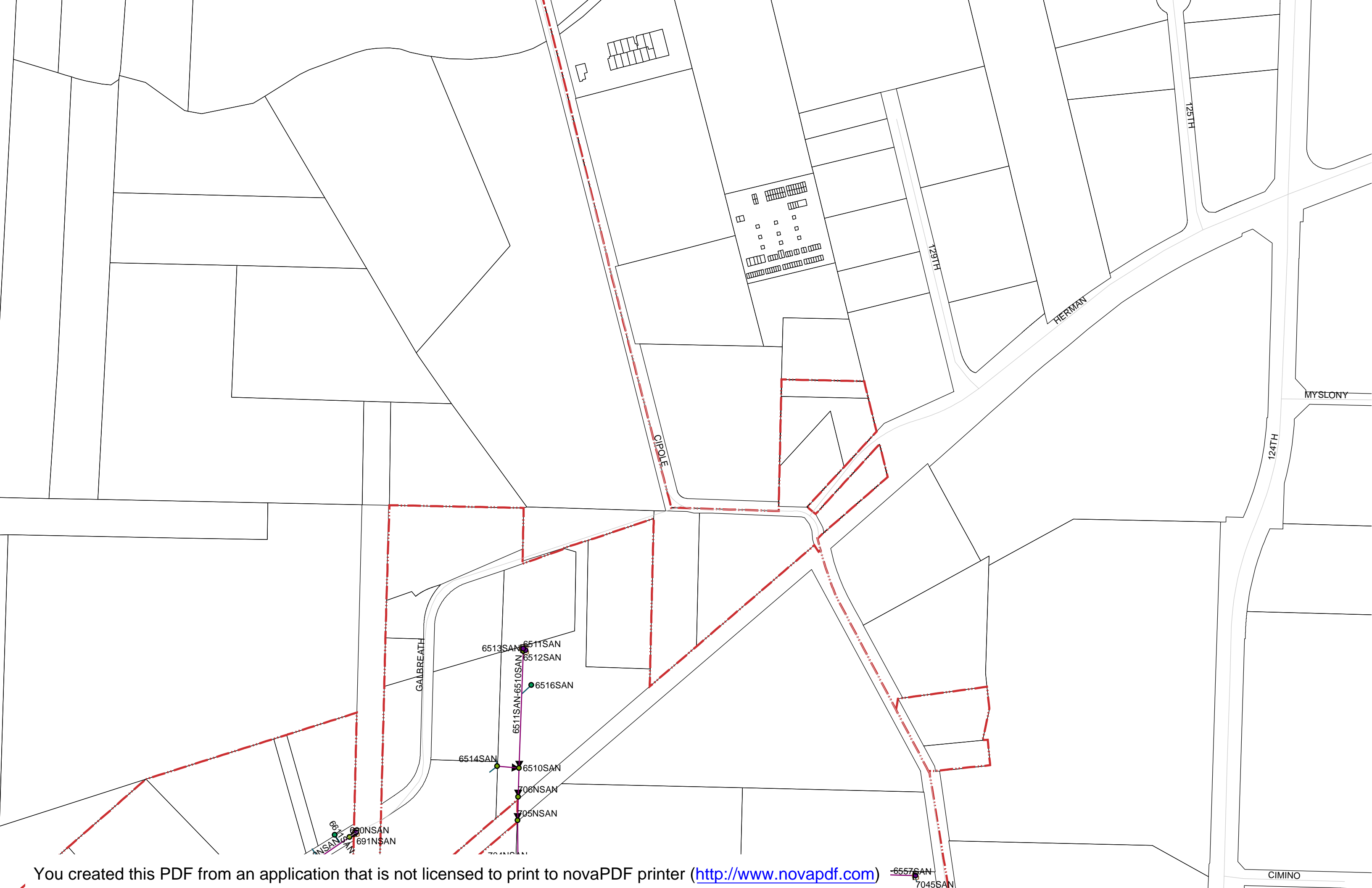
Dated: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Sean Brady, Tualatin City Attorney

\_\_\_\_\_  
Josh Soper, Sherwood City Attorney





*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Aquilla Hurd-Ravich, Community Development Director  
**DATE:** September 9, 2019

---

### **SUBJECT:**

House Bill 4006 and Oregon Administrative Rules have certain regulations regarding Severely Rent-Burdened Cities which have to be administered either by the governing body or its delegate.

### **RECOMMENDATION:**

Staff recommends that City Council, as the governing body, delegate authority to staff to conduct the public meeting and complete and submit the survey as required by House Bill 4006 and Oregon Administrative Rules City Rent Burden Reporting.

### **EXECUTIVE SUMMARY:**

In 2018 the State Legislature passed House Bill 4006 which requires cities over 10,000 in population that have at least 25% of its renter households who are severely rent burdened to complete a survey and hold a public meeting. Severely rent-burdened means a household spends more than 50% of its income on rent. The public meeting is intended to discuss the causes of sever rent burden, the barriers to reduce rent burdens, and possible solutions. These requirements are in addition to a housing production survey reporting on the number of units produced in the preceding year, and this requirement applies to all Oregon cities over 10,000 in population.

On August 5, 2019 the City was notified by Oregon Housing and Community Services that Tualatin is a severely rent-burdened city with 26.5% of our renter households paying more than 50% of their household income to rent. The City is required to respond to the survey by October 2019 and submit minutes from the public meeting by February 2020. The administrative rules passed by Oregon Housing and Community Services require the governing body, most senior administrative employee or delegate of the body to conduct the public meeting and complete and submit the survey.

As part of Tualatin 2040, Community Development staff have prepared a meeting scheduled for September 18, 2019 at the Marquis Café to give an update on the Housing Needs Analysis and Housing Strategies, Economic Opportunities Analysis and Economic Strategies, and findings from the policy stakeholder engagement. We organized this meeting to also address the needs of the City's public meeting requirements for a severely rent-burdened city. We have invited a panel of housing service providers to address causes of sever rent burden, barriers to reduce rent burdens and offer possible solutions based on the resources their respective agencies provide.

If the Council chooses to delegate this authority staff has drafted the attached resolution for approval.



**OUTCOMES OF DECISION:**

If the resolution is approved Community Development staff will conduct a public meeting scheduled for September 18, 2019, complete and submit the survey by the October deadline, and submit all required documentation of the public meeting.

If the resolution is not approved, City Council is required to conduct the public meeting, complete and submit the survey, and submit all required documentation of the public meeting.

---

**ATTACHMENTS:**

A – Resolution 5469-19 Delegate Authority for HB 4006 requirements

RESOLUTION NO. 5469-19

A RESOLUTION DELEGATING AUTHORITY TO THE CITY MANAGER TO CONDUCT A PUBLIC MEETING AND MAKE REPORTS TO THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT IN COMPLIANCE WITH HB 4006 (2018)

WHEREAS, HB 4006 (2018) requires the governing body of a City to conduct a public meeting to discuss the causes and consequences of severe rent burdens within the City, the barriers to reducing rent burdens, and possible solutions to reduce the rent burdened households within the City;

WHEREAS, HB 4006 (2018) requires the City to respond to surveys issued by the Oregon Housing and Community Services Department regarding rent-burdens in the City, as well as submit annual reports on multi-family and single-family residential units to the Oregon Housing and Community Services Department;

WHEREAS, HB 4006 (2018) requires the City to submit annual reports on multi-family and single-family residential units to the Oregon Housing and Community Services Department; and

WHEREAS, under OAR 813-112-0030, the governing body may delegate the authority and duties to conduct a public meeting and submit reports required by HB 4006 (2018).

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

**Section 1.** The City Manager is authorized to conduct a public meeting and submit reports to the Oregon Housing and Community Services Department, as required by HB 4006 (2018) and OAR Chapter 813, Division 12.

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

Adopted by the City Council this 9<sup>th</sup> day of September, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

# City of Tualatin

Summer Programs Recap and Fall Preview 2019



# Tualatin Public Library



3,000+ books given away  
Weekly outreach at  
Atfalati Summer Lunch site



Summer Lunch at the Library



Over 40% of readers turned in  
a log!



# Summer Reading at the Commons



Summer Reading fosters human development through promoting literacy & education, increases cultural unity, and creates a sense of place.



# Summer Camp 2019



7 weeks, 28 sessions for ages 4-11  
50 kids per day  
Nearly 7,000 contact hours  
128 kids on waitlist



# Teen Adventure Camp

9 weeks, 18 sessions

24 teens per day

4,860 hours

116 teens on waitlist





# CONCERTS ON THE COMMONS







# MOVIES ON THE COMMONS



# Volunteers



**TEAM Tualatin** 80 volunteers, 2,400 service hours

**Library** average 100 volunteers/month, 1,920 hours

**Library Summer Teens** 40 kids, 764 hours

**Tualatin Youth Advisory Council**

Movie and event volunteers



# Police

## National Night Out

16 neighborhood events

## GREAT Camp

Gang Resistance  
Education and Training

Four weeks with 175  
students



# Juanita Pohl Center

## Summer Programs



Over 5,000 participants in fitness, enrichment, travel, and wellness programs

Nearly 5,000 meals served



# Recreation Partners

## **Tualatin Crawfish Festival**

Music, food, contests, and activities

## **Tualatin Heritage Center**

Ongoing programs and events

## **Browns Ferry Park**

Kayak & canoe rentals

## **Willowbrook Arts Camp**

38<sup>th</sup> Summer

## **Tigard-Tualatin Summer Lunch Program**

Community Park, Atfalati Park, Tualatin Public Library

## **YMCA and Skyhawks Camps**



# Facility Rentals

185 picnic shelter rentals,  
over 13,000 people

575 sports field reservations



# Ibach Park Storm Drain Art

Partnership with Tualatin  
Riverkeepers

Artist Lehuauakea  
Fernandez

Project of Tualatin Arts  
Advisory Committee



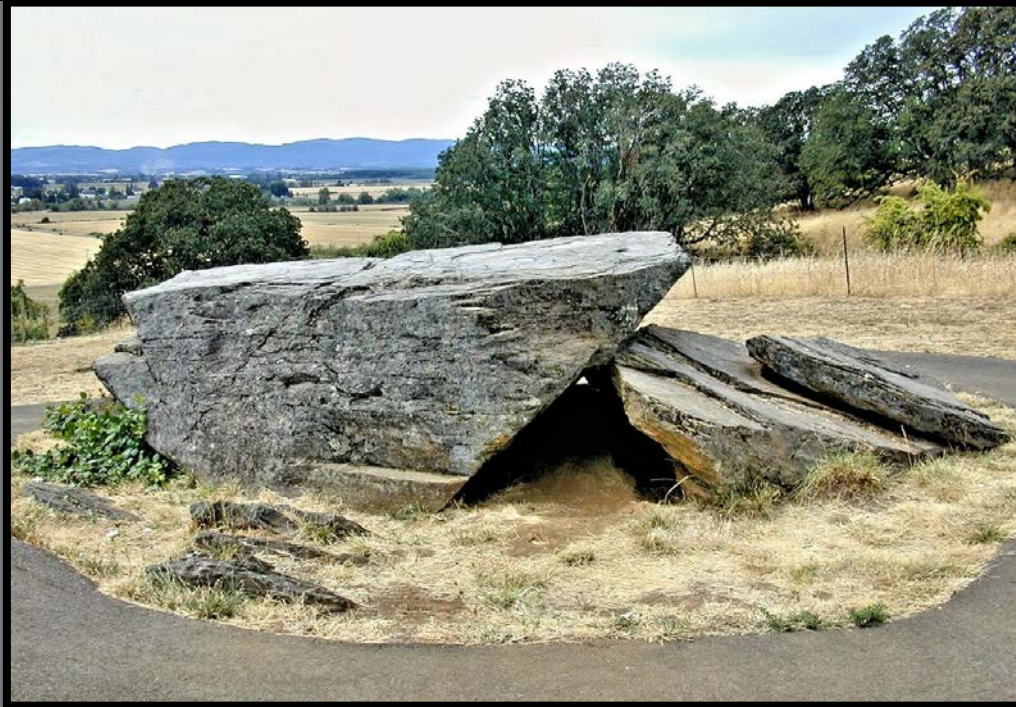
# Ibach Park Storm Drain Art





# Tualatin Library

## Fall Preview



Ice Age history  
Music at the Hearth  
Makerspace and trivia nights



# Tualatin Library

## Fall Preview

New!  
Teen Book Club  
Civics Programs  
Citizenship Partnership



# Volunteer Services

## Fall Preview



### Put Down Roots in Tualatin

Tree planting season October - May  
Saum Creek Trail, Browns Ferry Park, Ibach Park



### Fall Volunteer Programs at the Library

Spruce up the Library  
Tween Takeover



# Juanita Pohl Center

## Fall Preview



**Better Balance Fair** September 19

**Harvest Festival** October 31

**Veterans' Recognition**

**Breakfast**

November 8



# West Coast Giant Pumpkin Regatta

Saturday, October 19, 2019





★ SATURDAY, OCTOBER 19, 2019 10AM-4PM ★

THE LAKE OF THE COMMONS • 8325 SW NYBERG STREET, TUALATIN, OREGON  
GIANT PUMPKIN RACES • FOOD • FAMILY FUN • 5K REGATTA RUN

FREE ADMISSION • [WWW.TUALATINOREGON.GOV](http://WWW.TUALATINOREGON.GOV) • RAIN OR SHINE



COMCAST



Giant Pumpkin Races • 5k  
Regatta Run • Family  
Entertainment • Pie Eating  
Contests • Costume Contests •  
Crafts • Food • and More!

New for 2019 - Races at noon  
and 2:00pm



# West Coast Giant Pumpkin Regatta

Saturday, October 19, 2019



# Pumpkins and Pints

Friday, October 18, 2019







*City of Tualatin*

**CITY OF TUALATIN  
Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Lisa Thorpe, Management Analyst II  
Don Hudson, Assistant City Manager/Finance Director  
**DATE:** September 9, 2019

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**SUBJECT:**  
Consideration of Ordinance No. 1425-19 Relating to Social Gaming in Tualatin

**EXECUTIVE SUMMARY:**

Staff presented information at the July 8, 2019 Council Work Session on social gaming in Tualatin. Council directed staff to engage the community on this topic, and prepare an ordinance for Council consideration. Staff provided information on social gaming to the CIO Presidents, and posted information on social media, encouraging interested community members to provide input and/or contact staff with any questions or concerns.

Staff will provide a synopsis of feedback received at the Council meeting.

**OUTCOMES OF DECISION:**

This ordinance would allow social gaming by businesses in the City of Tualatin with an annual license and conditions outlined in the ordinance.

**FINANCIAL IMPLICATIONS:**

None

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**ATTACHMENTS:**

- Ordinance 1425-19

ORDINANCE NO. 1425-19

AN ORDINANCE RELATING TO SOCIAL GAMING; AND CREATING TUALATIN MUNICIPAL CODE CHAPTER 9-11.

WHEREAS, a “social game” is a type of game, such as bingo, lotto, raffles, and casino-style games, played between players in a private business, private club, or place of public accommodation where no house player, house bank, or house odds exist, and there is no house income from the operation of the social game;

WHEREAS, under ORS 167.121, it is unlawful for a person to conduct a social game in a private business, private club or in a place of public accommodation, unless a local jurisdiction authorizes, by ordinance, the playing or conducting of a social game in a private business, private club or in a place of public accommodation;

WHEREAS, the City currently does not have a social gaming ordinance; and

WHEREAS, the City wishes to enact a social gaming ordinance to allow the playing of social games in a private business, private club, or place of public accommodation in the City of Tualatin.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** Tualatin Municipal Code (TMC) Chapter 9-11 is created to read as follows:

**TMC 9-11-010 – Definitions.**

As used in this chapter, the following words and phrases mean:

*Business* means a business, individual, firm, sole proprietorship, corporation, company, partnership, co-partnership, joint-stock company, trust, limited liability company, association, club, or other organization, including any natural person or any other legal entity, and any place of public accommodation.

*City Manager* means the City Manager, or the City Manager’s designee.

*Social Game* means a game, other than a lottery, between players in a private business, private club, or place of public accommodation where no house player, house bank, or house odds exist, and there is no house income from the operation of the social game. Examples of social games include bingo, lotto, raffles, and casino-style games.

**TMC 9-11-020 – Annual Social Gaming License Required; Conditions of License.**

(1) A person cannot operate a social game at a business within the City of Tualatin, unless the person has a valid social gaming license issued by the City of Tualatin for such purpose.

(2) The social gaming license is valid for a period of one year, and may be renewed for additional one-year terms. The process for renewal is the same as for acquiring a license.

(3) Every licensee must comply with the following conditions at all times:

- (a) No house player, house bank, or house odds exist in the operation of the social game;
- (b) There is no house income from the operation of a social game;
- (c) A business may not charge an entrance or access fee when social games are being played in the business;
- (d) Persons under 21 years of age are not permitted in the room or enclosure where the social game is being played;
- (e) Doors leading into the social game room must remain unlocked during all hours of operation;
- (f) An owner, principal, agent, or managing employee may not participate in any social game on the premises;
- (g) A charge for consumer goods, food, or beverage sold on the premises to an individual playing a social game must not be higher or lower than the price charged to a non-participant in the social game;
- (h) An owner, principal, agent, or managing employee may not accept any payment, fee, service, or gratuity from a social game participant as consideration for participation in the social game on the premises;
- (i) An owner, principal, agent, or managing employee may not charge a rental or lease fee for the use of the social game;
- (j) At no point in time may a social game be conducted without an owner or principal managing employee present;
- (k) No membership fee or cover fee may be charged for participation in the social game; and
- (l) All social gaming activities and the business where social gaming is permitted must comply with applicable federal, state, local laws and regulations.

**TMC 9-11-030 – Application for Social Gaming License; Denial; Appeal.**

(1) An initial applicant, or person seeking renewal, of a social gaming license must provide the following information to the City:

- (a) The name and contact information of the business owner;
- (b) The name and contact information of the business operator;
- (c) The specific location of where the social game intends to operate and the intended duration of operation;

(d) Proof of a City of Tualatin business license; and

(e) Submit to a police background check to show the applicant has not been convicted within the last 10 years of any offense involving deception, fraud, theft, or gambling activities.

(2) The applicant must pay the appropriate license fee, as established by resolution of the Council.

(3) If the applicant shows proof satisfactory to the City that the application criteria have been met, passed the background check, and paid the fee, the City will grant the Social Gaming License.

(4) If the City denies the social gaming license, the City will notify the applicant in writing of the reasons for the denial. An applicant may correct the deficiency or appeal the denial.

(5) An applicant may appeal a denial of a social gaming license to the City Manager by filing a request for review. The request for review must contain a copy of the denial notice, a request for a hearing or request for written review without a hearing, and a statement setting forth the reason(s) that the denial of the social gaming license was in error. The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument to support the applicant's position. The City Manager must make a written decision within 30 days of the conclusion of the hearing. The City Manager's decision is final on the matter.

(6) A person granted a Social Gaming License must notify the City of any changes in the information provided in the Social Gaming License application within 30 days of the change, and update such information annually.

#### **TMC 9-11-040 – Inspection and Right of Entry.**

(1) When it is necessary to inspect the premises to investigate or enforce the provisions of this Chapter, the City Manager may, with the owner's permission, enter the premises at reasonable times to inspect or perform the duties imposed by this Chapter, or must otherwise seek an administrative warrant.

(2) The process for seeking inspection of a premise is as follows:

(a) If the premises is occupied, the City Manager will present credentials to the occupant and request permission to enter.

(b) If the premises are unoccupied, the City Manager will make a reasonable effort to locate the owner, manager, or other person in charge or control of the premises and request permission to enter.

(c) If entry is refused or premises are unoccupied and no owner, manager, or other person in charge is available, the City Manager will obtain an administrative warrant before entry or inspection of the premises.

**TMC 9-11-050 – Joint and Several Liability.**

Any person who owns a business engaging in a social game is jointly and severally liable with any person that operates the social game at the business for any violation of this Chapter.

**TMC 9-11-060 Violations; License Revocation.**

(1) Any person who violates any provision of this Chapter commits a civil infraction and is subject to a fine of up to \$1,000. Each violation, and each day that a violation continues, is a separate civil infraction.

(2) The civil infraction procedures in TMC Chapter 7-01 apply to the prosecution of any violation of this Chapter.

(3) In addition to prosecution for a civil infraction, a person found in violation of any provision of this Chapter may have a social gaming license revoked.

(a) Prior to revocation, the City Manager, or designee, must provide the person with written notice of the alleged violation and an opportunity to rebut the allegations.

(b) The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument.

(c) Upon conclusion of the hearing, the City Manager, or designee, must make a written decision within 30 days of the conclusion of the hearing. The City Manager's decision is final on the matter.

**Section 2. Severability.** Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

ADOPTED by the City Council this 9<sup>th</sup> day of September, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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



# SOCIAL GAMING Update



*City of Tualatin*

# Recap

- What is Social Gaming?
- ORS 167.121 states that counties and cities may, by ordinance, allows social gaming in their jurisdictions
- On July 8, Council directed staff to draft an ordinance and conduct a community engagement program



# Community Engagement

- Created Fact Sheet/Educational piece
- Reached out to an affected establishment
- Posted on:
  - ✓ City website
  - ✓ NextDoor
  - ✓ Facebook
- Presented to CIO Presidents with follow-up email





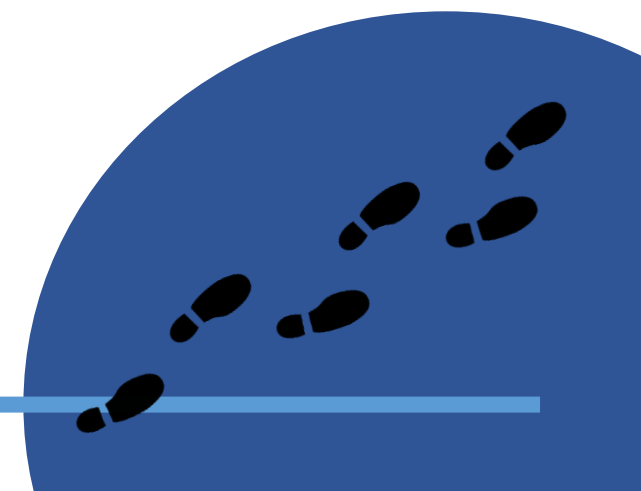
# Proposed Ordinance

- An annual license and background check is required
- Must be 21 years of age
- No house income, no entrance fees, and no employee participation
- Standard business requirements/  
restrictions



# What Next?

- If adopted, the ordinance goes into effect in 30 days
- An updated Fee Schedule will be brought to Council on September 23rd



**Social  
Gaming**

# Questions?



*City of Tualatin*





City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Sean Brady, City Attorney  
**DATE:** September 9, 2019

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### **SUBJECT:**

Consideration of Ordinance No. 1426-19 Relating to the Architectural Review Board; and Amending Tualatin Municipal Code Chapter 11-8.

### **RECOMMENDATION:**

Staff recommends Council adopt Ordinance No. 1426-19.

### **EXECUTIVE SUMMARY:**

This Ordinance establishes the membership, powers, and duties of the Architectural Review Board in Tualatin Municipal Code Chapter 11-8.

The Architectural Review Board is an advisory body of the City Council, with one City Councilor serving as Chair of the Board. The primary duties of the Architectural Review Board are to review and comment on development applications, as well as to and conduct quasi-judicial hearings on certain development proposals, as provided by the Tualatin Development Code.

The Architectural Review Board is currently established in Tualatin Municipal Code Chapter 11-8. However, while the Architectural Review Board was created in the Tualatin Municipal Code, the membership of the board, as well as its powers and duties were defined through cross-references in the Tualatin Development Code.

As part of the Tualatin Development Code Improvement Project (TDCIP), which updated the whole Tualatin Development Code for readability and ease of use, Ordinance No. 1414-18 modified or deleted the cross-references related to the Architectural Review Board. As a result, the Tualatin Municipal Code now needs to be amended to add language related to the membership, powers, and duties of the Architectural Review Board. Moreover, the Tualatin Municipal Code, not the Tualatin Development Code, is the appropriate location for creating advisory bodies and establishing the powers, duties, and membership qualifications of those advisory bodies.

The Ordinance retains the current membership of the Architectural Review Board, as well as its primary powers and duties. The Ordinance makes some organizational changes to group topics of similar subject matter into one section. For instance, the membership of the Board is now in one section with appointment and terms of office. Language was also added or modified to clarify quorum and voting requirements.

Adopting Ordinance No. 1426-19 amends Tualatin Municipal Code Chapter 11-8 to establish the membership, powers, and duties of the Architectural Review Board in the Tualatin Municipal Code.

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**ATTACHMENTS:**

- Ordinance No. 1426-19
- TDC Chapter 73 (Original ARB Code Language)

ORDINANCE NO. 1426-19

AN ORDINANCE RELATING TO THE ARCHITECTURAL REVIEW BOARD; AND AMENDING TUALATIN MUNICIPAL CODE CHAPTER 11-8

WHEREAS, the Tualatin Municipal Code (TMC) Chapter 11-8 established the Architectural Review Board;

WHEREAS, TMC Chapter 11-8 contained cross-references to the Tualatin Development Code (TDC);

WHEREAS, as part of the Tualatin Development Code Improvement Project, Ordinance No. 1414-18 (Plan Text Amendment 18-0003) certain cross-references related to the Architectural Review Board in the TDC were deleted or modified; and

WHEREAS, the Tualatin Municipal Code is the appropriate location for creating advisory bodies and establishing the powers, duties, and membership qualifications of those advisory bodies.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** Tualatin Municipal Code Chapter 11-8 is amended to read as follows:

**TMC 11-8-010 – Architectural Review Board Established; Powers and Duties.**

(1) The Tualatin Architectural Review Board is established and created. The Board consists of seven members in the Tualatin Development Code 73.030. Qualifications for members, terms of office and approval standards are contained in TDC 73.031 through 73.056.

(2) The primary powers and duties of the Board are to review development proposals that are subject to the architectural review process of the Tualatin Development Code. In particular, the Board is to:

(a) Review, comment, and conduct quasi-judicial hearings on development applications, as provided by the Tualatin Development Code; and

(b) Conduct any other reviews or hearings, as provided by the Tualatin Development Code, or otherwise directed by Council.

(3) The Council may direct the Board to review and comment on other matters the Council determines to be within the Board's expertise.

**TMC 11-8-020 – Appointment; Terms of Office; Membership.**

(1) The Mayor, with approval by the Council, appoints each Board member. Each Board member serves a two-year term and may be re-appointed to additional terms at the discretion of the Mayor and Council.

(2) Board Members. The Board members consist of the following:

(a) One member of the City Council;

- (b) One registered professional architect;
- (c) One registered professional landscape architect;
- (d) One registered professional engineer or registered engineer in training; and
- (e) Three lay members, of which at least two must reside in the City.

(3) Alternate Professional Members. In addition to the Board members provided in subsection (2), there are three alternate professional Board members. The alternate professional Board members serve if a regular Board member of the same professional category is absent. The alternate professional members consist of the following:

- (a) One registered professional architect;
- (b) One registered professional landscape architect; and
- (c) One registered professional engineer or registered engineer in training.

(4) Youth Ex Officio Member. In addition to the other Board members, the Mayor with approval by the Council may appoint one Youth Ex Officio member who is under 18 years of age at the time of appointment. The Youth Ex Officio member serves a one-year term, which may be renewed for one additional year. The Youth Ex Officio member shall receive a copy of the agenda and agenda materials, and may fully participate in the Board's discussions. The Youth Ex officio member may not be counted for purposes of establishing a quorum and may not vote on any Board action.

#### **TMC 11-8-030 – Quorum and Voting.**

(1) Four members of the Board constitute a quorum for the transaction of business. If an alternate member in the same professional category replaces an absent regular member, the alternate member is counted for purposes of the quorum requirements.

(2) Four affirmative votes are required to take any Board action.

(3) Each regular member has one vote. If an alternate member in the same professional category replaces an absent regular member, the alternate member may vote. If a regular member is present, the alternate member for that professional category does not vote.

#### **TMC 11-8-040 – Meetings; Organization of the Board; Rules and Regulations.**

(1) The Board must hold two regular meetings each month. However, the regular meetings need not be held if there are no architectural review submittals for the Board to review.

(2) The Councilor appointed to the Board serves as the chairperson of the Board and runs the meetings of the Board.

(3) At the first regular meeting of the Board of each year, the Board must elect a vice chairperson. If the chairperson is absent, the vice chairperson will run the meetings of the

Board. The chairperson and vice chairperson retain the right to vote on any matter before the Board.

(4) The Board must conduct meetings in accordance with State law and City Code, including but not limited to TMC 1-04 (Public Meeting Notice). The deliberations and proceedings of the Board are public.

(5) The City Manager must provide a secretary who must keep an accurate record of all Board proceedings. The Board must file a report of all its proceedings with the City Recorder.

(6) The Board may adopt and amend rules and regulations establishing the procedure for the conduct of proceedings before the Board. Any such rules and regulations must be consistent with State law and all ordinances, resolutions, and regulations of the City.

**TMC 11-8-050 – Removal from Office; Vacancy.**

(1) Each Board member serves at the pleasure of the Council and may be removed by the Council for any reason.

(2) In addition to other grounds for removal, the Council may remove any Board member that:

(a) Has two or more unexcused absences from meetings, including regular and special work sessions, during a calendar year; or

(b) Has five or more absences from meetings, including regular and special work sessions, during a calendar year.

For purposes of this section, an unexcused absence is an absence where the member failed to contact the chairperson or secretary of the Board at least 24 hours prior to a scheduled Board meeting, unless good cause is shown.

(3) A vacancy on the Board occurs in the following circumstances:

(a) The Council removes a member of the Board;

(b) A member of the Board resigns and the resignation is accepted by the Council; or

(c) A person ceases to qualify for the position to which they were appointed, as determined by the Council.

(4) Any vacancy on the Board may be filled for the unexpired term of the member creating the vacancy.

**TMC 11-8-060 – Expenditure of Funds.**

The Board has no authority to make any expenditure of funds on behalf of the City, or to obligate the City for the payment of any funds, without first obtaining approval for the expenditure from the Council by resolution.

**Section 2. Severability.** Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.



**Section 3. Emergency Clause.** This ordinance is necessary of the immediate protection of the public peace, health, safety and welfare and takes effect immediately upon adoption.

ADOPTED by the City Council this 9<sup>th</sup> day of September, 2019.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

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

ATTEST:

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

## **FORMER TUALATIN DEVELOPMENT CODE CHAPTER 73 – SINCE REPEALED**

### **ARCHITECTURAL REVIEW BOARD**

#### **Section 73.030 Establishment of the Architectural Review Board.**

(1) There is hereby established an Architectural Review Board whose members, terms, officers and manner of transacting business shall be as prescribed by TDC 73.030 to 73.037.

(2) The Architectural Review Board shall be responsible for reviewing and commenting upon applications which may be directed to it through the development process in accordance with TDC 31.073(4) and requests for review of planning staff decisions concerning architectural features. Additionally, projects for commercial buildings 50,000 square feet and larger, industrial buildings 150,000 square feet and larger, multi-family projects of 100 units or more or for any number of multi-family units adjacent to a Low Density Residential (RL) Planning District shall be reviewed directly by the Architectural Review Board in accordance with TDC 31.077. The City Council may direct the Board to review and comment on other matters that the Council determines are or may be within the Board's areas of expertise. [Ord. 743-88, §38, 3/28/88; Ord. 862-92, §51, 3/23/92; Ord. 864-92, §12, 4/13/92; Ord. 894-93, §10, 5/24/93; Ord. 1096-02 §36, 1/28/02]

#### **Section 73.031 Qualification of Members.**

The Board shall consist of seven regular members and three alternate members as follows: one member of the City Council; one registered professional architect and one alternate member who shall be a registered professional architect; one registered professional landscape architect and one alternate member who shall be a registered professional landscape architect; one registered professional engineer or registered engineer in training and one alternate member who shall be a registered professional engineer or registered engineer in training; and three lay members. Of the three lay members, at least two shall reside in the City. [Ord. 637-84, §1, 6/11/84; Ord. 1188-05, 5/23/05]

#### **Section 73.032 Appointment and Term.**

The members of the Board shall be appointed by the Mayor and approved by the City Council. Whenever possible, the Mayor shall appoint individuals who are either property owners, residents, or actively engaged in business or employment in the City. Of the members first appointed, 3 members shall be appointed for terms of 1 year, and 4 members for terms of 2 years. Subsequent appointments shall be for terms of 2 years, or until successors are appointed. Terms of office shall commence on the dates of appointment of the respective members. The term of any alternate member designated in TDC 73.031 shall be the same as the term of the professional member for whom the alternate member is designated. [Ord. 862-92, §51, 3/23/92]

### **Section 73.033 Vacancies and Removal.**

Any vacancy shall be filled for the remainder of the unexpired term of the original appointment. The Mayor, with the approval of the City Council, may remove any regular or alternate member of the Board for misconduct or nonperformance. Unexcused absences from 3 consecutive meetings, including regular and special work sessions, or unexcused absences from more than 50 percent of such meetings held during the calendar year, shall constitute nonperformance. An excused absence may be obtained by contacting the Chairman or Secretary of the Board at least 24 hours prior to any scheduled Board meeting. No member of the Board may be excused for more than 3 Board meetings during any calendar year. Misconduct means conviction of a crime or violation of the Code of Ethics, ORS 244,040, or laws concerning conflicts of interest, ORS 244.120. [Ord. 862-92, §51, 3/23/92]

### **Section 73.034 Chairman.**

The City Council member of the Board shall serve as Chairman. [Ord. 637-84, §2, 6/11/84]

### **Section 73.035 Voting.**

Four members shall constitute a quorum for the transaction of business. The Chairman shall be counted to determine a quorum and shall have the same voting powers as other members of the Board. Each member shall have one vote. A majority vote of the members shall be required for all Board actions. An alternate member shall have the same voting rights as the professional member for whom the alternate member is designated. [Ord. 862-92, §51, 3/23/92]

### **Section 73.036 Meetings and Records.**

The Board shall hold two regular meetings each month. However, the regular meetings need not be held if there are no drawings or plans submitted for review by the Board. The deliberations and proceedings of the Board shall be public. [Ord. 637-84, §3, 6/11/84]

### **Section 73.037 Rules.**

The Board may adopt and amend rules to govern the conduct of its business, consistent with the provisions of this Code. [Ord. 862-92, §51, 3/23/92]

### **Section 73.038 Ex Officio Member Under Eighteen (18) Years of Age.**

In addition to the regular members of the Board, the City Council may appoint not more than one ex officio member under the age of eighteen (18) years, who shall serve a one-year term which may be renewed for one additional year. Except as otherwise provided, such ex officio member shall be treated as a board member, i.e., by receiving a copy of the agenda and staff report, and by full participation in the Board's discussion. Such ex officio member shall not be counted for purposes of establishing a quorum for

the conduct of Board business and shall not be permitted to vote on motions or other action taken by regular Board members. The qualification of members of the Board under 73.031 shall not apply to the ex officio member. In addition to other criteria deemed relevant by the Council for appointment or removal, the Council may consider the effect of participation on the Board on such person's academic performance. [Ord. 888-93, §11, 3/23/83]