



TUALATIN CITY COUNCIL MEETING

MONDAY, JUNE 22, 2020

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

EXECUTIVE SESSION

1. The City Council of the City of Tualatin will hold an Executive Session at 5:00 p.m. pursuant to ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Special Announcement Regarding the June 22, 2020 City Council Meeting

The Tualatin City Council meeting scheduled for Monday, June 22, will proceed at this time with several modifications:

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, June 22. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 324 720 2183

Password: 18880

Link: <https://us02web.zoom.us/j/3247202183pwd=MINDSGhuYnpTYi9xZzRWN3ZsSG9XQT09>

Questions? Please contact Assistant to the City Manager Megan George.

WORK SESSION

1. **5:45 p.m. (30 min) – Parks Condition Assessments.**

- 2. 6:15 p.m. (30 min) – Veteran's Memorial Concept Planning and Site Selection Report.**
 - 3. 6:45 p.m. (15 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the May 11th City Council meeting and brief the Council on issues of mutual interest.
-

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Announcements

- 1. National Pollinator Week Proclamation**
- 2. New Employee Introduction- Human Resource Specialist Benjamin Caracciolo**
- 3. New Employee Introduction- Police Officer Chris Boyle**

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 Regular Meeting Minutes of June 8, 2020**
- 2. Consideration of Approval of a New Liquor License Application for Lugano Cafe**
- 3. Consideration of **Resolution No. 5499-20** Approving and Authorizing Provision of Workers Compensation Insurance Coverage to Volunteers of the City of Tualatin**
- 4. Consideration of **Resolution No. 5500-20** Awarding a Contract to Redflex Traffic Systems, Inc., to Provide Red Light Photo Enforcement Services and Authorizing the City Manager to Execute a Contract**
- 5. Consideration of **Resolution No. 5501-20** Authorizing Personnel Services Updates for Non-Represented Employees for FY 2020-2021.**
- 6. Consideration of **Resolution No. 5502-20** Awarding the Contract for the Boones Ferry Road Improvements, part of the Tualatin Moving Forward Bond Program and the 2020 Pavement Maintenance Program.**
- 7. Consideration of **Resolution No. 5503-20** Authorizing Changes to the FY 2019-2020 Adopted Budget**

8. Consideration of **Resolution No. 5504-20** Amending the City of Tualatin Fee Schedule and Rescinding Resolution No. 5478-19
9. Consideration of **Resolution No. 5505-20** Amending Water, Sewer, Stormwater, and Road Utility Fee Rates Inside the City of Tualatin and Rescinding Resolution 5442-19

Special Reports

1. Tualatin Valley Fire District Annual Report

Public Hearings - Legislative or Other

1. Consideration of **Resolution No. 5506-20** Adopting the City of Tualatin Budget for the Fiscal Year Commencing July 1, 2020, Making Appropriations, Levying Ad-Valorem Taxes, and Categorizing the Levies

Public Hearings - Quasi-Judicial

1. Consideration of **Ordinance No. 1439-20** Annexing Territory at 10835 SW Tualatin Road, Tax ID 2S115DD00800, into the City of Tualatin; and Withdrawing the Territory From the Washington County Enhanced Sheriff Patrol District (File No. Ann 20-0002)

General Business

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

1. Consideration of **Ordinance No. 1438-20** Establishing the Mixed Use Commercial (MUC) Zoning District; Deleting the Mixed Use Commercial Overlay District; and Amending Plan Map 9-1 to Implement PTA 20-0001 and PMA 20-0001
2. Consideration of **Ordinance No. 1440-20** Authorizing the City to Enter into a Short Form Franchise Agreement with Portland General Electric (PGE)

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

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at 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.

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: Ross Hoover, Parks and Recreation Director
Rich Mueller, Parks Planning and Development Manager

DATE: June 22, 2020

SUBJECT:
Park Condition Assessments

EXECUTIVE SUMMARY:

During park funding discussion for implementation of the Parks and Recreation Master Plan in the fall of 2019 and winter of 2020, Council asked for information regarding the condition of the park system. Many of the current parks and facilities are 25 to 30 years old and in need of renovation, replacement and improvements.

Ross Hoover, Parks and Recreation Director will present information on the process and purpose of asset assessments, and data collected about the current condition of the park system and next steps.

ATTACHMENTS:

Presentation

PARKS CONDITION ASSESSMENT



City of

TUALATIN
PARKS & RECREATION



ASSET ASSESSMENTS

PURPOSE

To proactively manage parks assets utilizing data collection and tracking, to plan for and direct future investment decisions.

Park funding opportunities discussion to implement the master plan.

Council Advance deferred maintenance & system condition.

WHAT

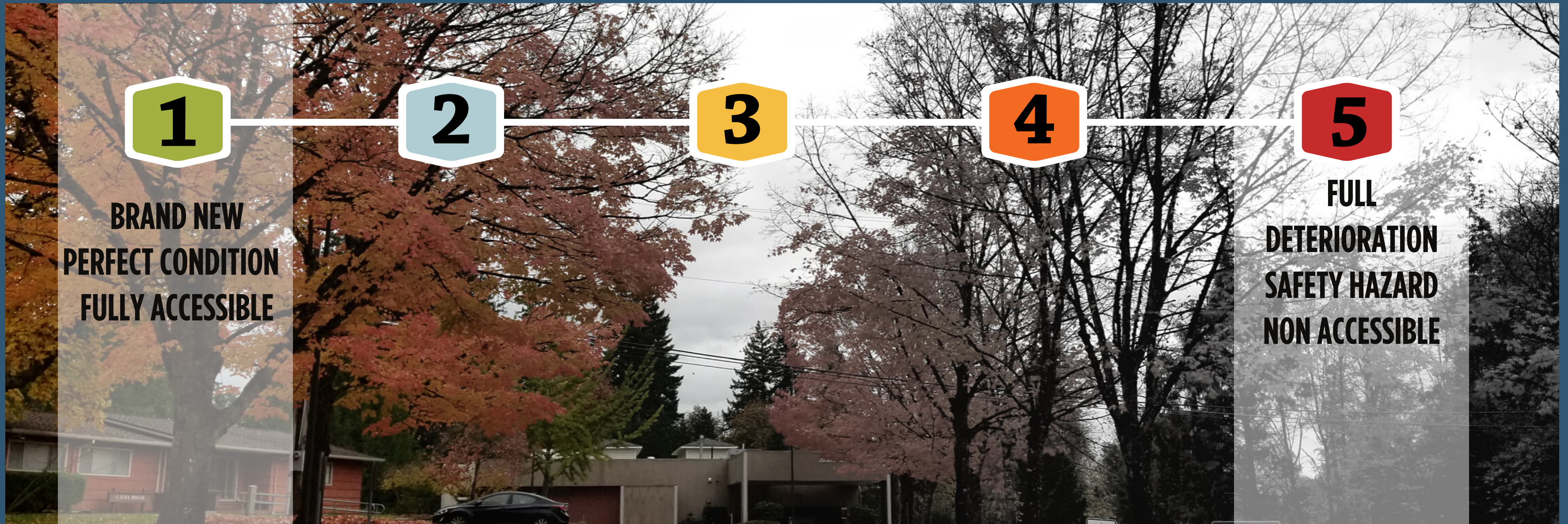
INCLUDES:

- Strategy & Planning
- Asset Decision Making
- Life Cycle Delivery
- Asset Information
- Organization & People
- Risk & Review



HOW

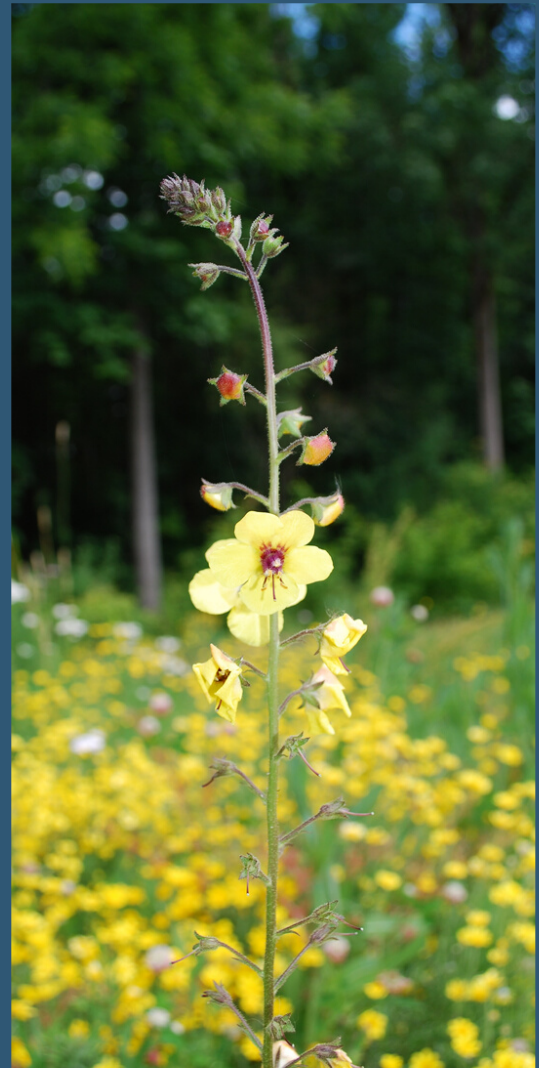
- Sustainable Service Levels
- Investment Decision Support
- Life Cycle Management
- Culture & Communications



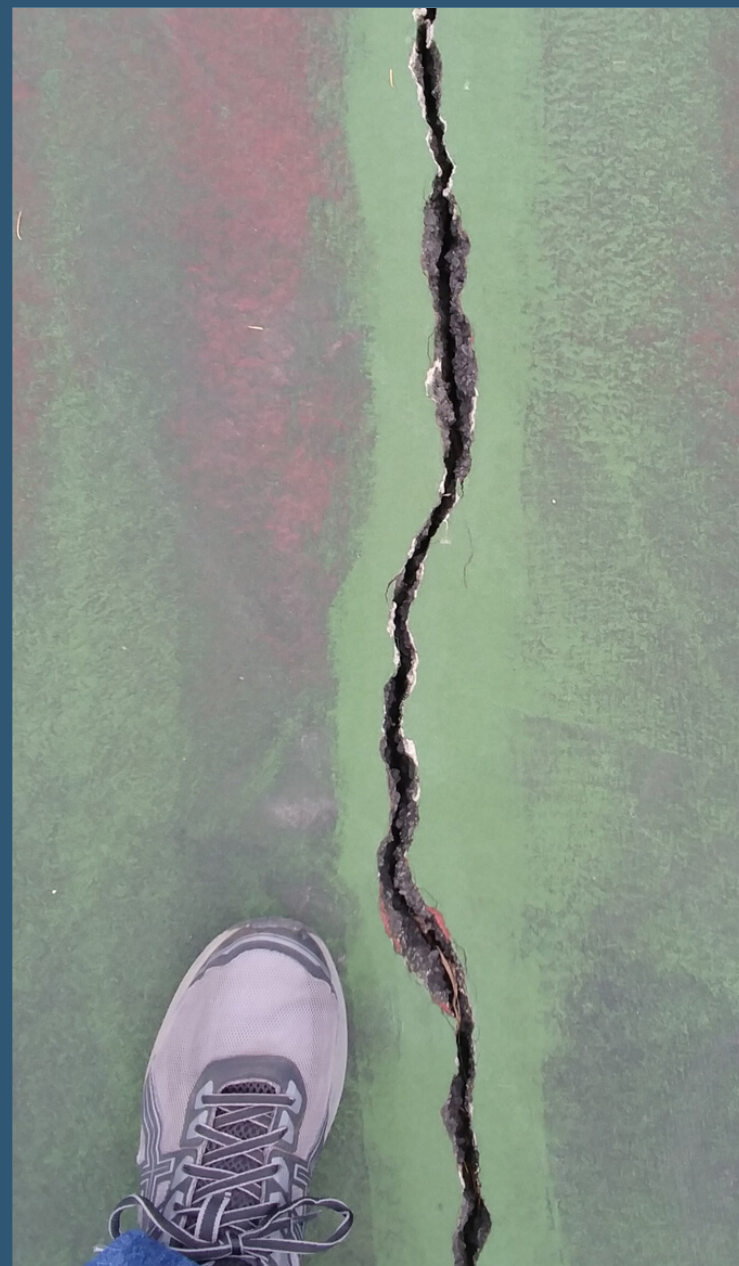
WHY

COUNCIL 2030 VISION

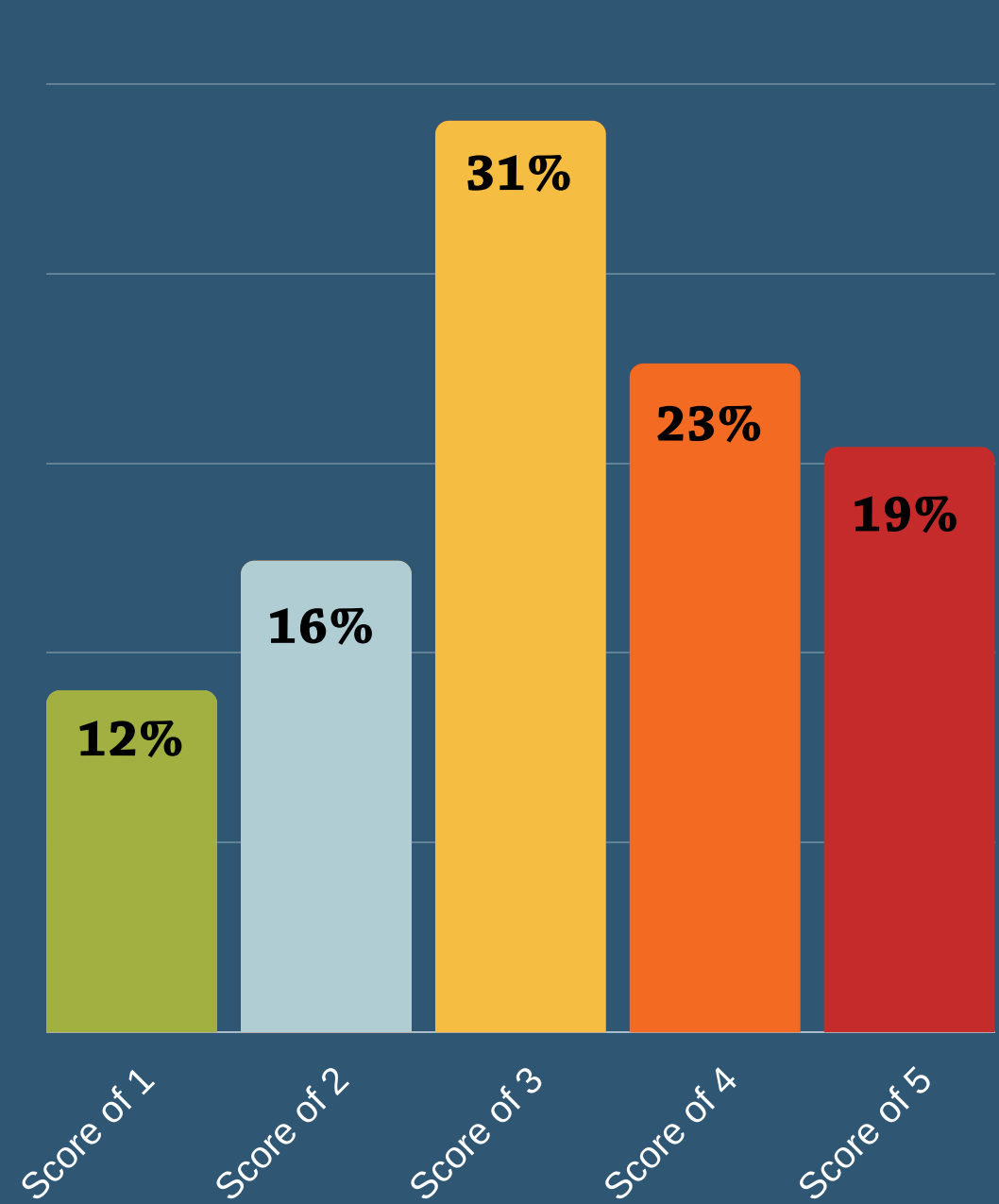
- Protect People & Environment
- Equity
- Accessibility
- Sustainability
- Level of Service
- Gathering Places



CONDITION OF PARK SYSTEM



739
ASSETS
ASSESSED



PARK SYSTEM ADA ASSESSMENT

26

parks, natural areas
& greenways
(no buildings included)

\$2,543,925 est. total

1,068 projects

\$60 to \$105,400 per project



ATFALATI PARK



1 PLAYGROUND

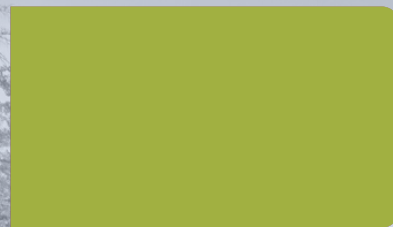
5 BASKETBALL COURT

5 TENNIS COURT

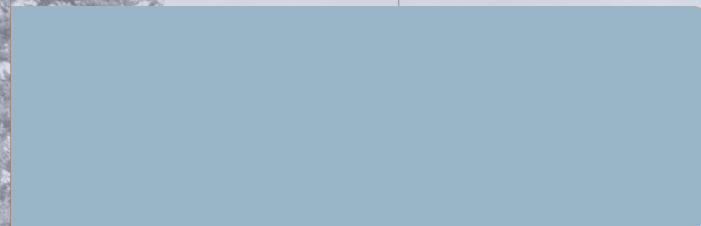


BROWN'S FERRY

Score of 1



Score of 2



Score of 3



Score of 4



Score of 5



ADA
ASSESSMENT
\$ 117,050
105 projects

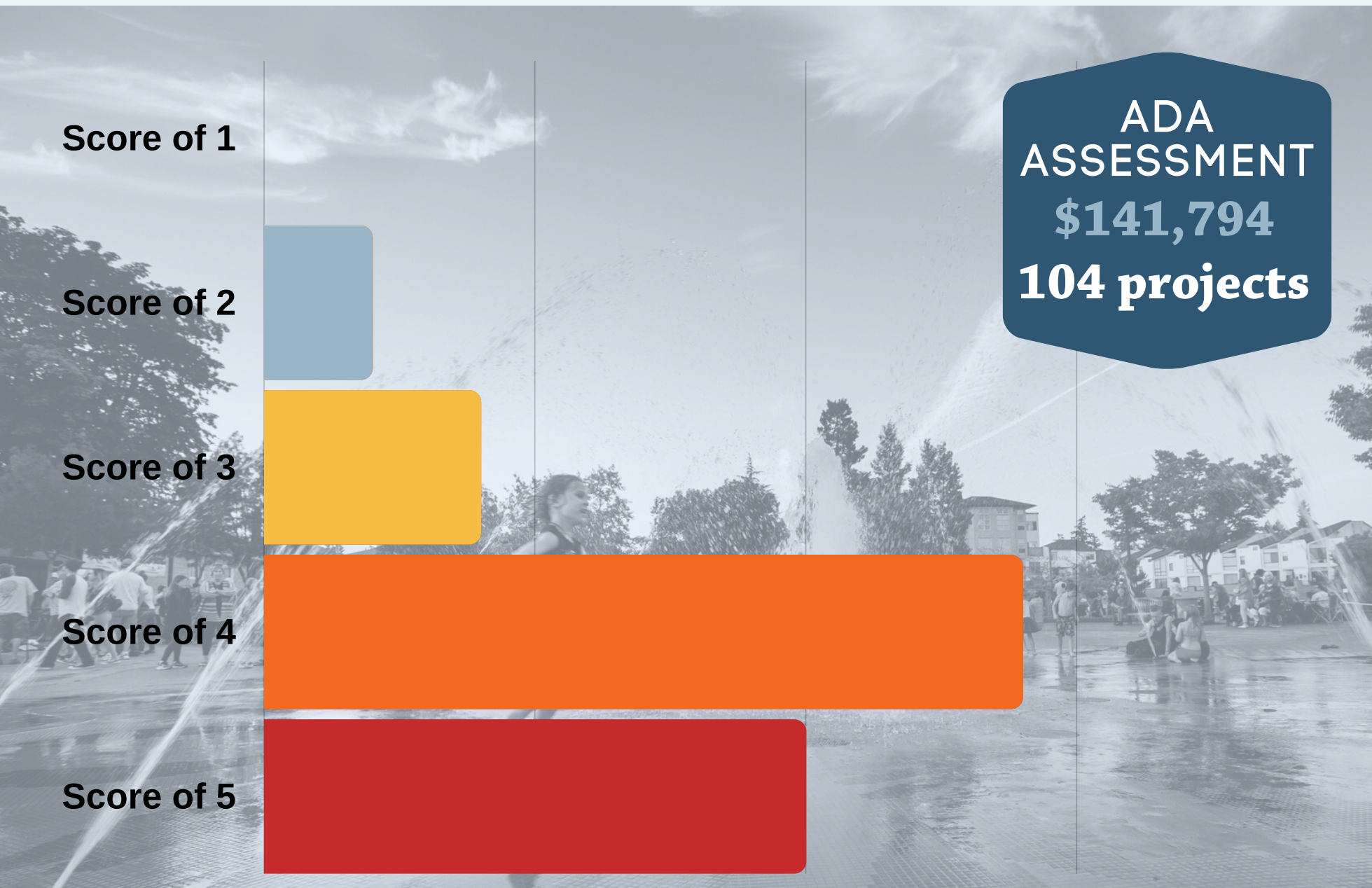
1 DRINKING
FOUNTAIN

3 BOAT DOCK

5 BOARDWALK
BRIDGE



TUALATIN COMMONS



2 WAVE RAIL

5 DRINKING FOUNTAIN

5 FOUNTAIN SPLASH PAD

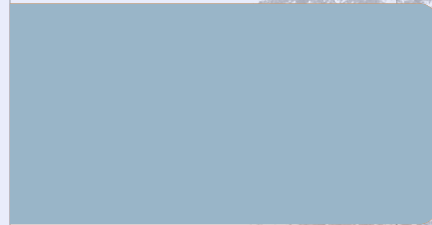


TUALATIN COMMUNITY PARK

Score of 1



Score of 2



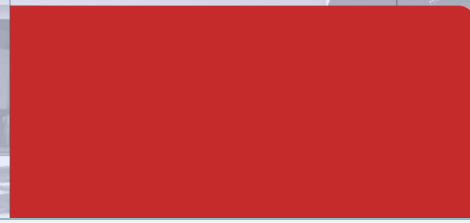
Score of 3



Score of 4



Score of 5



ADA ASSESSMENT
\$376,744
204 projects

2 TRESTLE SHELTER

5 BOAT RAMP

5 BARBEQUE STRUCTURE



JURGENS PARK

Score of 1

Score of 2

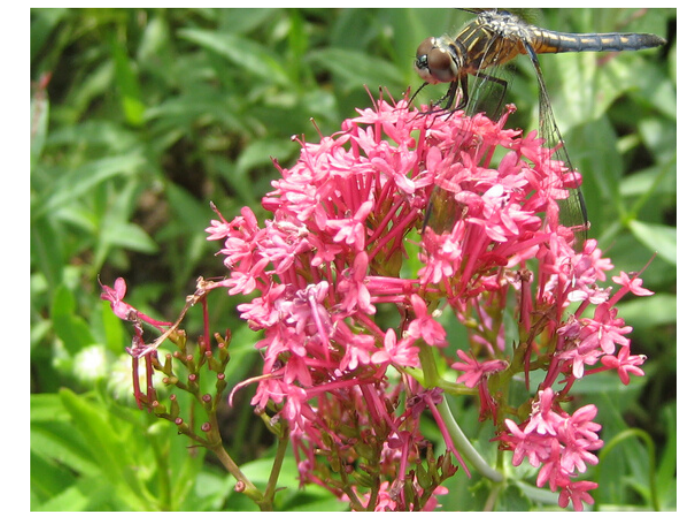
Score of 3

Score of 4

Score of 5



ADA
ASSESSMENT
\$141,412
97 projects



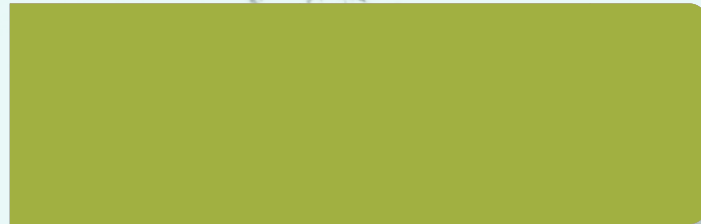
OFF-LEASH AREA



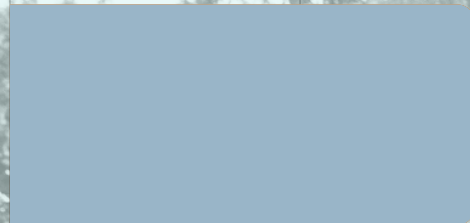
FENCING
WEST SIDE

IBACH PARK

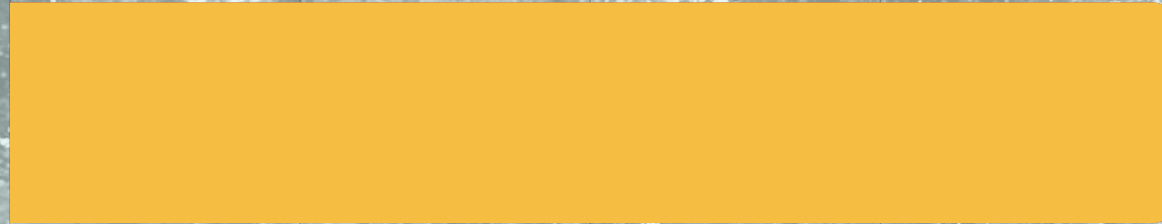
Score of 1



Score of 2



Score of 3



Score of 4



Score of 5



ADA ASSESSMENT
\$313,150
171 projects



1 PLAYGORUND

5 PARKING LOT SURFACING



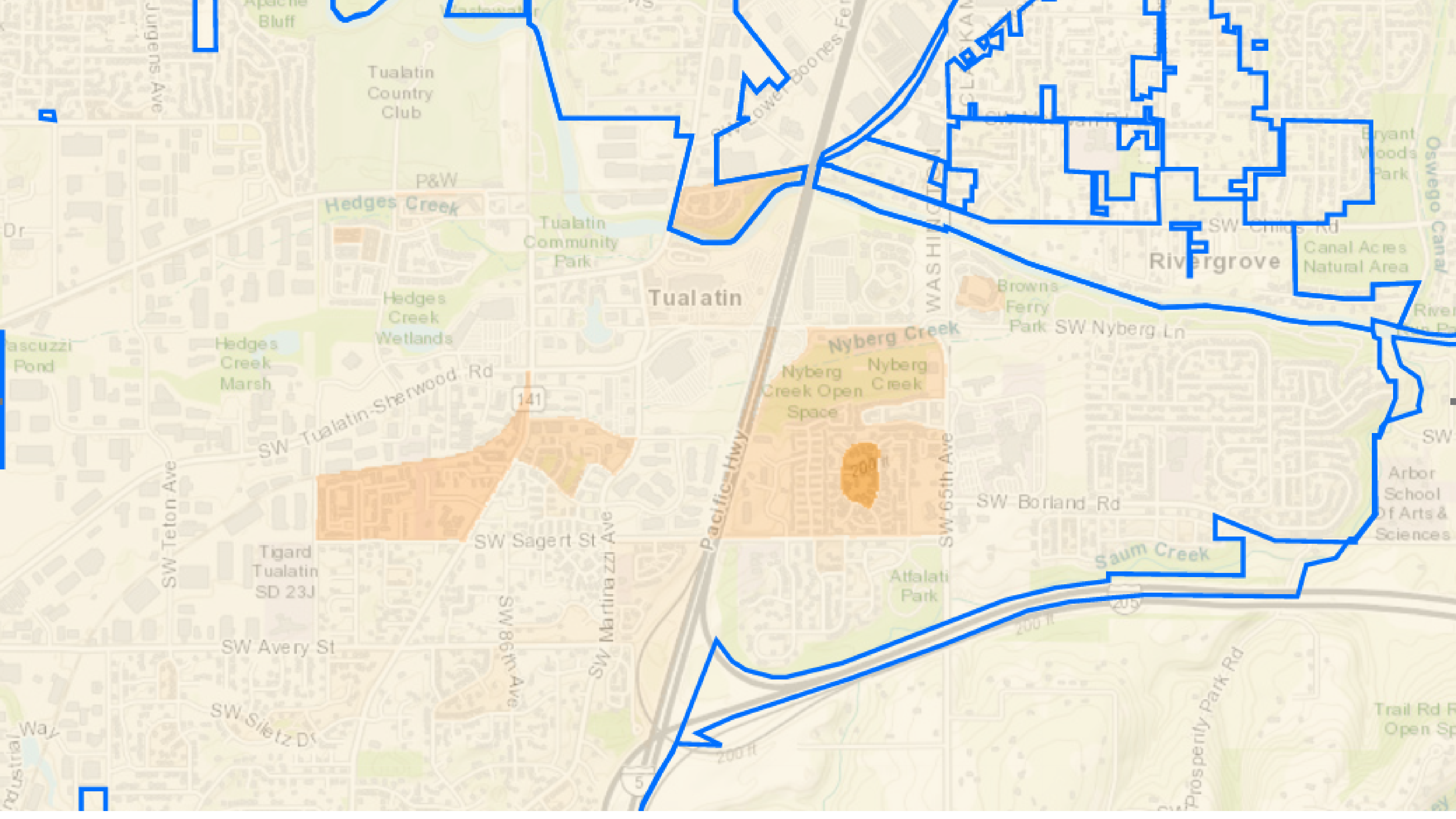
PROCESS FORWARD

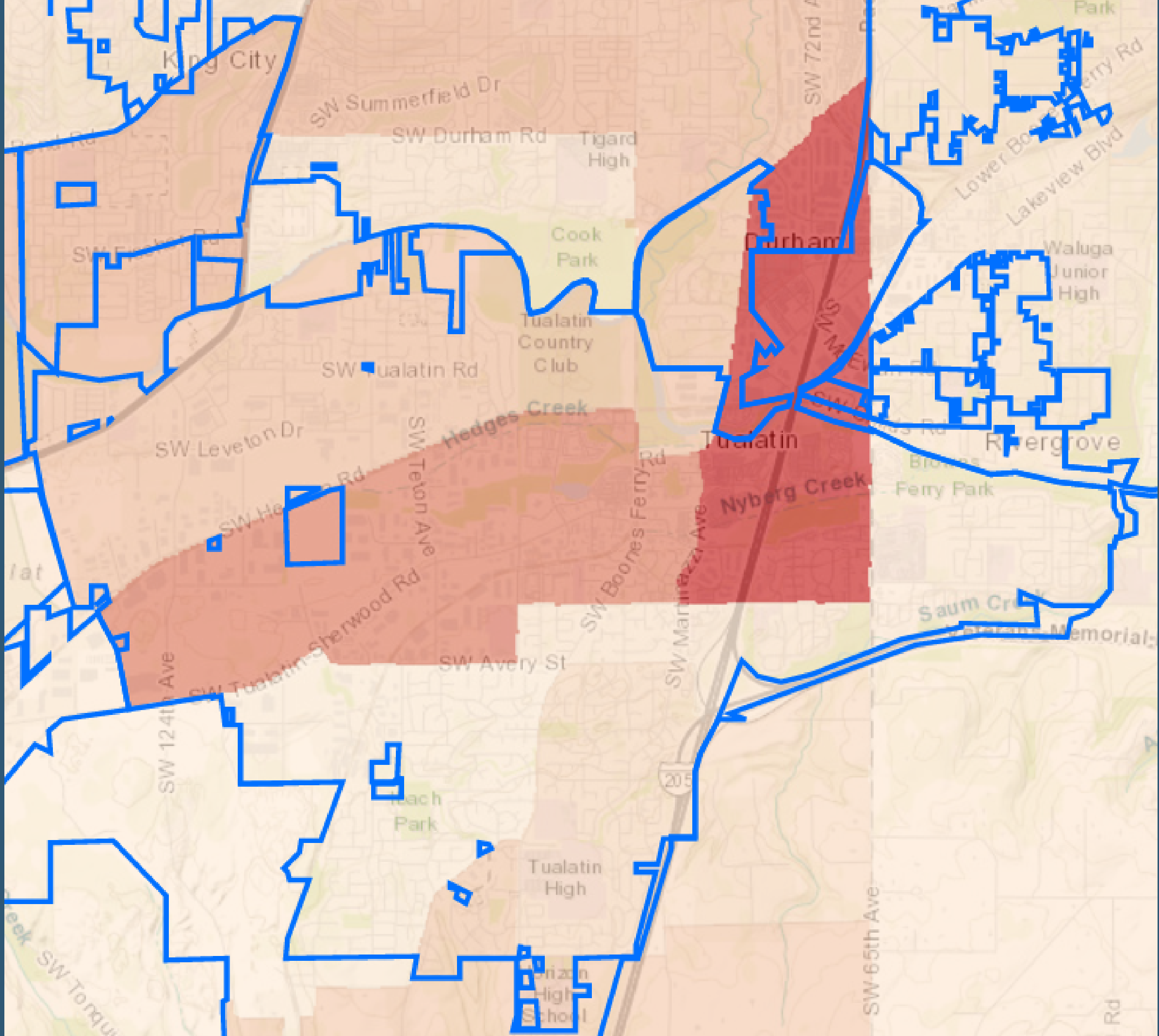
CONTINUE ASSESSMENTS

COST ESTIMATES

PRIORITIZATION

FUNDING





QUESTIONS





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: June 22, 2020

SUBJECT:
Veterans Memorial Concept Planning and Site Selection Report

RECOMMENDATION:

The Tualatin Park Advisory Committee had two members attend the Veterans Memorial Stakeholders Advisory Committee meetings and public meetings. Park advisory committee members reviewed the report at their meeting on June 9, 2020 and support approving the report. Staff suggests prioritizing with other projects using the established methodology for future work plan and funding consideration.

EXECUTIVE SUMMARY:

City Council approved funds for conceptual planning of a Veterans Memorial in fiscal year 2019-20. The public engagement process, meeting packets and report with appendices is available on the project website at <https://www.tualatinoregon.gov/recreation/veterans-memorial>. Over 900 people participated in the public engagement process which included focus groups, pop up activities, stakeholder advisory committee, surveys, and community meetings. Thousands of community members were reached through notifications and information on social media, website, email, print, and media methods.

Jessel Champoux, project manager and associate with Shapiro Didway the consulting firm contracted to do this planning project will provide a presentation summarizing the process, schedule and results.

FINANCIAL IMPLICATIONS:

The cost for the next planning phase that includes schematic design with public engagement is estimated at \$64,140. Construction drawings and documents is expected to cost \$123,482 with permits and bid documents projected at \$21,231.

ATTACHMENTS:

Presentation
Report



Veterans Memorial Concept Planning & Site Selection Report



SUBMITTED BY
SHAPIRO / DIDWAY
JUNE 2020

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Acknowledgments

PROJECT PARTNERS

City of Tualatin

Ross Hoover, Parks & Recreation Director
Rich Mueller, Parks Planning & Development Manager
Kyla Cesca, Office Coordinator

People of Tualatin

Conceptual guidance & review

CONSULTANT TEAM

Shapiro Didway

Lead, Landscape Architect & Public Outreach
Jessel Champoux, Landscape Architect
Jenny Anderson, Landscape Design

Bridging Language Services

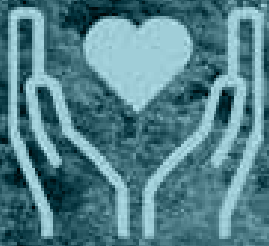
Public Outreach, Translator, & Interpreter
Noelia Ruiz, Owner

Strategic Solutions Consulting

Public Outreach & Facilitator
Ashley Horne, Principal

STAKEHOLDER ADVISORY COMMITTEE

Matt Antis, Resident & Business Owner, National Guard
Buck Braden, Arts Advisory Committee
Frank Bubenik, Mayor
Christopher Friz, Forward Assist
Brandon Gill, TPARK
Brett Hamilton, Arts Advisory Committee
John Knippers, VFW
Joe Lipscomb, Local Veteran
Greg Meiling, VFW, American Legion
Dale Potts, Local Veteran
Christen Sacco, TPARK
Elena Stripling, Teen Representative
Cole Vessey, Forward Assist, American Legion
Anthony Warren, TPARK
Tricia Wilson, Commercial CIO



WHAT DOES A MEMORIAL MEAN TO YOU? ¿QUÉ REPRESENTA PARA USTED UN MONUMENTO CONMEMORATIVO?

Executive Summary

In October 2019, the City of Tualatin Parks and Recreation engaged Shapiro Didway (SD) to generate a concept, and preferred site selection for a Veterans Memorial based on input from the Tualatin community at large. The first phase of outreach focused on visioning for the memorial. Big ideas were gathered from focus group discussions and a public survey. Feedback was synthesized into categories and refined into (5) core themes by Stakeholder Advisory Committee (SAC) members. Finally, the public was given an opportunity to clarify “who” the memorial should honor and select desired objectives under each core theme.

The second phase of outreach focused on selecting a preferred site for the memorial. Eight (8) sites were considered. Each was assessed by the consultant team and presented to the SAC and public for feedback. Based on feedback and a site program developed by SAC, suitable sites were narrowed to three. Finally Site Concept Diagrams were prepared by the consultant team and shared with the public to facilitate the preferred site selection.

Community Outreach & Engagement

Community outreach and engagement included focus group meetings with local veterans, Tualatin Parks Advisory Committee, Tualatin Arts Advisory Committee, Tualatin Youth Advisory Council, Tualatin Diversity Task Force, Veterans of Foreign Wars, and Forward Assist; four (4) Stakeholder Advisory Committee Meetings with community representatives; two (2) Community Engagement Meetings; and three (3) public surveys. The project was also promoted by the city, Veterans organizations, the consultant team and SAC by personal outreach to community leaders, a project website, social media postings and other communication methods. The project was promoted in Spanish with outreach to community leaders and the Latinx community at large, bilingual engagement materials, interpreting services at public meetings, social media postings, a project website, and by setting up a table at the Tualatin Public Library.

Who the Memorial Should Honor

Through outreach and engagement with the community, it was clarified that the memorial should honor:

- All military service members & branches
- Military family members
- Freedom & peace, not war
- Hidden heroes (civilian support)

Core Themes & Objectives

Through outreach and engagement with the community, five (5) core themes and associated objectives proved to be fundamental to the vision of the memorial:

CONNECTION

Sense of community and belonging; feeling that one matters; commitment to one another.

- Recognizing all who have served & sacrificed
- Honors families & others affected
- Empathy & understanding for Veterans experiences
- Celebrates community

SHARED VALUES

Common beliefs, ethics, concepts or principles that are important and lasting.

- Service
- Respect
- Sacrifice
- Inclusive/Diversity
- Honor

ENGAGEMENT

Captures attention and promotes active interaction with visitors.

- Space for events & gatherings
- Space for benches, picnic tables & trails
- Encourages conversation & storytelling
- Space for active recreation

TIMELESS

Considers the past, present and future; has relevance for generations; can change over time; remains adaptable.

- Honors military service
- Includes past, present & future
- Adaptable & able to evolve
- Peaceful conflict resolution

EXPERIENCE

Connection to the space by engaging the senses.

- Welcoming to all
- Sense of peace & memory
- Focus on positive, not violence
- Does not celebrate war
- Interactive & engaging

Outreach responses gave clear direction on who and what the memorial is not. Repeatedly, public comments stated the memorial should not emphasize war or glorify violence in any way. Rather, it should focus on service, and a positive message. There was also a strong preference to avoid overwhelming amounts of information and educational facts, but rather to create an inclusive space, welcoming to all in the community. Finally, much discussion was generated regarding who the memorial should or should not honor. Survey results clarified the memorial should not focus on first responders and specific references to conflicts or people.

Site Assessment

The consultant team assessed eight (8) potential sites with support documentation provided by the City. Sites included:

- Brown's Ferry Park
- Sweek Pond Natural Area
- Toman & Van Rijn City Properties
- Little Woodrose Natural Area
- Indian Meadows Greenway
- Chieftain Dakota Greenway
- Tualatin Commons
- Commons Park

Site analysis for each site was presented at Stakeholder Advisory Committee Meeting II and Community Engagement Meeting II. Participants were guided through each site and given an opportunity to provide feedback on opportunities and constraints.

Design Program

Using objectives from Veterans Memorial Survey II, the Stakeholder Advisory Committee was guided through a programming activity to create a design program for the memorial. This program outlines desired uses and site features that have spatial characteristics for the site. Desired memorial physical attribute elements include:

- Gathering space: Provide a gathering space to accommodate 50 people standing or 30 people sitting. The space should be flexible and open to accommodate diverse programming and small community gatherings.
- Intimate/passive spaces with seating: Provide an intimate space or a sequence of smaller spaces that accommodate two to three people comfortably sitting.
- Space for solitude: Provide a space that is quiet, reflective, calming and peaceful.
- Space for personal storytelling: Provide a passive space where people can do personal storytelling.
- Recreation space: Provide a recreational space that can accommodate physical activities such as programming.
- Dedication area: Provide a dedication area that is inclusive of all.
- Interpretive element(s): Provide interpretive element(s) that will serve as a focal point that celebrates life and remains timeless.
- Signage: Provide signage for the Memorial.
- Parking: Provide parking for up to 25 cars.
- Public transportation: The site should be accessible by public transportation.

Preferred Site Selection

Based on each site's opportunities and constraints and the design program, the Stakeholder Advisory Committee selected three sites most suitable for the memorial. These included:

- Brown's Ferry Park
- Sweek Pond Natural Area
- Tualatin Common

The consultant team then spatially arranged site program physical attribute elements on each site, conceptually illustrating how each site could be developed. These Site Concept Diagrams were introduced to the public in Survey III, where participants were asked to select their preferred site. **The preferred site selected is Tualatin Commons.**

Next Steps

This report serves as the "road map" to Tualatin's Veterans Memorial, clearly outlining public sentiment and what is held as important and essential to this future community space. Next steps will build on these extensive outreach findings, with the development of concept designs for the Memorial, located at the preferred Tualatin Commons site. Through this Schematic Design phase, a consultant team will conduct additional public outreach and establish design intent for the memorial. Once a preferred schematic design is selected and associated costs outlined, funding opportunities can be determined for construction documentation and installation.

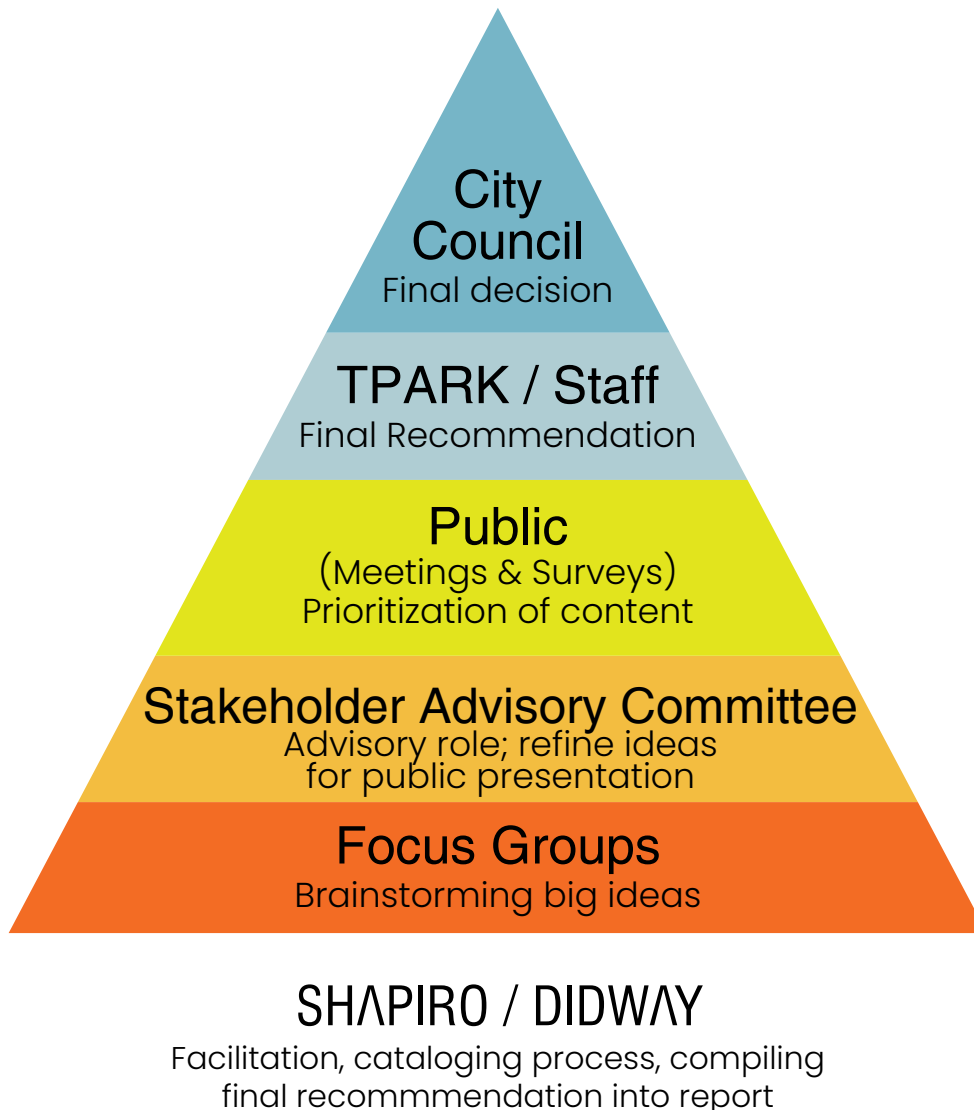
Process Overview

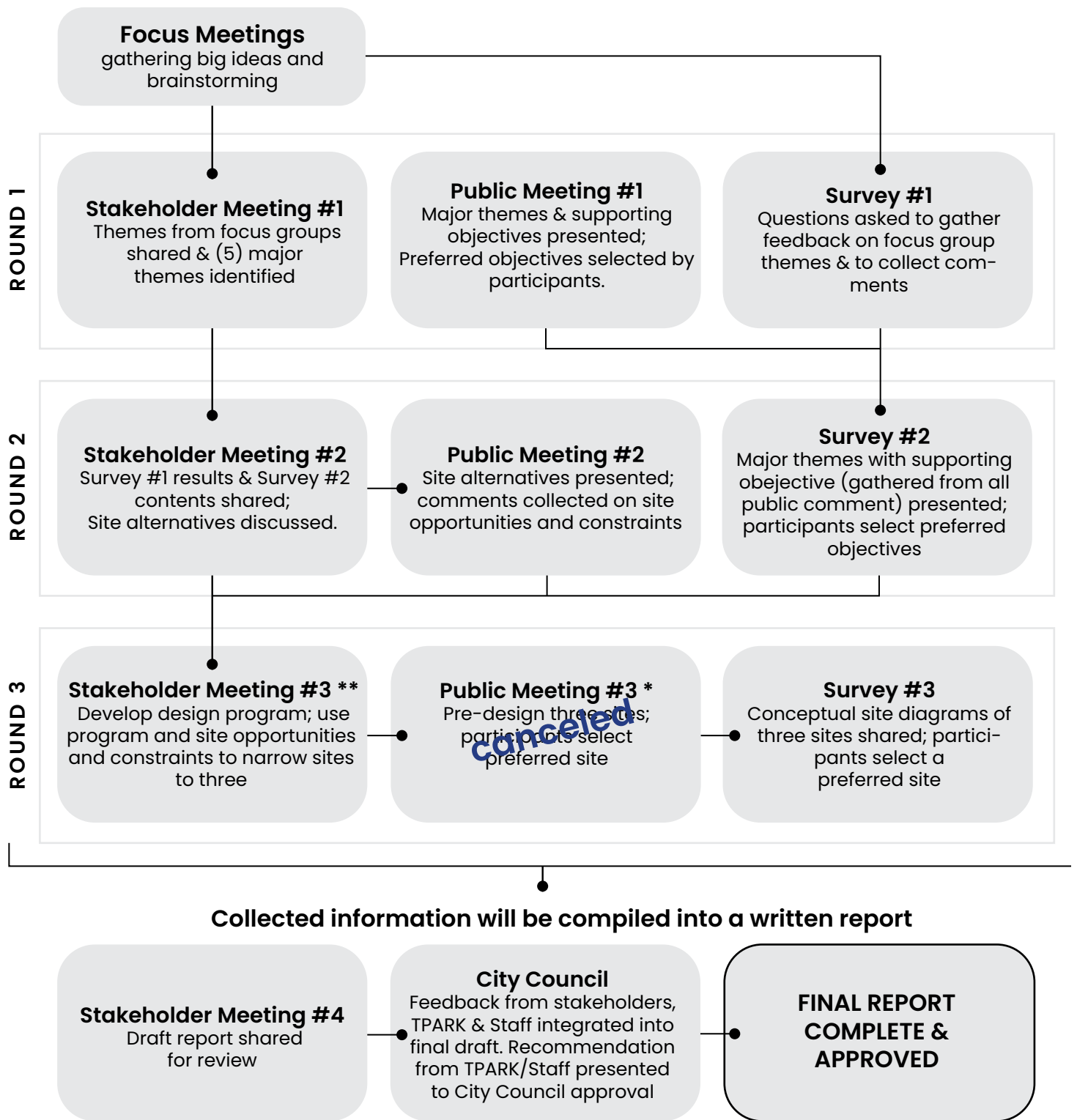
City of Tualatin Parks and Recreation and the SD consultant team commenced the study with outreach to focus groups. A Stakeholder Advisory Committee (SAC) was formed from focus group representatives. Members of the stakeholder group include diverse community representatives from Veterans of Foreign Wars, Forward Assist, American Legions, Tualatin Arts Advisory Committee, Tualatin Parks Advisory Community, Tualatin Commercial Citizens Involvement Organization, a student youth representative, several unaffiliated veterans who live and/or work in Tualatin, and mayor Frank Bubenik. The Stakeholder group was engaged at four (4) meetings. Participants served an advisory role, providing valuable insights for the project and refining materials to be presented at public meetings.

Two (2) Community Engagement Meetings were hosted at the Tualatin Public Library. Feedback from the public was also solicited through three (3) online public surveys. Project details were also made available to the public on a project website, social media postings and other communication methods. The public played a key role in selecting who the memorial should honor, memorial objectives and selecting a preferred site.

Input from stakeholders and the public form the foundation for Veteran Memorial recommendations presented in this report. This report is intended to form the basis for evaluating next steps and lays the groundwork to proceed with future design. It is important to note, this first project phase has focused on site assessment, development of themes, concepts and objectives, program definition and site selection. This process does not include schematic design. While conceptual site diagrams have been developed to facilitate site selection, this pre-design phase does not include final design recommendations.

This report will be reviewed by Tualatin Parks Advisory Committee (TPARK) who will make a recommendation to City Council.





* Canceled due to the COVID -19 pandemic. Public Meeting #3 content was integrated into Survey III and through online engagement.

** Rescheduled to a virtual meeting due to COVID - 19.



Community Outreach & Engagement

The SD consultant team worked closely with Tualatin Parks and Recreation to develop an overall community engagement process that would foster discussion and identify and explore as many diverse community perspectives as possible. The goal of conducting outreach was to capture the visions and concerns of the community at large. Participation from over 900 people enriched the process and confirmed community sentiment for the future memorial space.

To build project awareness, a project website was created, and connections were made to Tualatin community members through social media postings, distribution of project flyers, email blasts, etc. The project also appears in: Tualatin Life, Tualatin Times (digital & print), Tualatin Today, Explore Tualatin and the VFW Post 3452 Newsletter. The consultant team, Parks and Recreation staff and stakeholder group members also diligently reached out to make personal and digital contact with community members.

All written and graphic content for public meetings, public surveys, and project flyers were prepared in Spanish and English. A Spanish facilitator attended community meetings and performed outreach to Spanish community members. Comments from focus group, stakeholder advisory group and community engagement meetings are summarized below and incorporated into the recommendations presented in this report. The report itself is part of the input process intended to allow interested parties to examine community feedback and topics surrounding the memorial as the specific design of the project develops. Full meeting summaries of community engagement meetings and stakeholder advisory committee meetings are available in the appendices of this report.

Focus Groups

The intent of these meetings was to brainstorm ideas, identify community leaders and build awareness for the project. Meeting formats varied from one on one or small group discussions to round-table discussions with larger groups. City of Tualatin Parks and Recreation staff and SD began by presenting a summary of the project background and sharing a project flyer explaining project details, including public meeting dates, stakeholder involvement opportunities and project website details. Participants were then asked to provide feedback on big ideas and themes for Tualatin Veteran's Memorial. SD staff collected comments through extended comments and dialogue. Attendees were also given an opportunity to submit written comments on paper through comment sheets distributed during the event, and by e-mail after the presentation. Feedback from focus group discussions was categorized into themes; each group was

sent this graphic as a meeting summary accompanied by a thank you letter requesting the group consider providing representation on the Stakeholder Advisory Committee. Meeting summary graphics are located in the appendices.

Five (5) focus groups discussions were held from November to December 2019. These included:

1. Diversity Task Force Focus Group - November 20th, 2019 at Tualatin Public Library
2. Veterans of Foreign Wars Post 3452 Focus Group - December 2nd, 2019 at VFW Post Building
3. Veterans Focus Group - December 10th, 2019 at Van Raden Community Center
4. Tualatin Youth Advisory Council, Tualatin Park Advisory Committee and the Tualatin Arts Advisory Committee Focus Group - December 10th, 2019 at Juanita Pohl Center
5. Forward Assist Oregon Focus Group - December 19th, 2019 at Vanguard Brewery

Many attendees were excited to see the City of Tualatin takes steps to create a community space that honors Veterans. Comments from participants often overlapped, with the synthesized feedback summarized into the following key themes:

Inclusive

Emphasizes diverse user group; represents numerous and varied perspectives; accessible and usable by all.

Engagement

Captures attention and promotes active interaction with user

Adaptable

Empathy - Allows user to understand, connect, relate to and share the feelings others.

Reflection

Promotes careful consideration and focus of thoughts;

Education

Facilitates learning and acquisition of knowledge, values, beliefs, etc.

Technology

Integrates technology to highlight personal experiences, share information and connect to youth,

Storytelling

Using fact and narrative (visual, written, spoken, etc.) to communicate something to an audience; giving voice to real, true stories of local community members.

Shared Values

Common fundamental beliefs, concepts or principles.

Timeless

Considers the past, present and future; has relevance for several generations; can be altered or changed over time as needed; remains adaptable

Sensitivity

Considers and respects feelings, values and perspectives of others.

Spatial Definition

Physical characteristics of a space and how they impact the user experience.

Connectivity

Links to other community networks (i.e. community, other open space/ greenway systems, public spaces, etc.)

Experiential

Elicits emotional connection to space by engaging the senses.

Therapeutic

Allows recovery and healing, mentally, emotionally or physically. Offers wellness benefits and affects quality of life.

Multi-functional/use

Meets diverse needs; provides a variety of benefits and functions.

Empathy

Allows user to understand, connect, relate to and share the feelings others.





Interviews & Outreach to Other Community Members

On December 6, 2019 the consultant team attended Starry Nights at the Tualatin Commons. That evening they invited attendees to participate in the process to develop a vision for a Veterans Memorial in the City of Tualatin. Flyers were distributed in English and Spanish with information about the project and the public participatory process. Contact was made with around 200 people and in general the feedback was positive. Most questions asked were about the location, size, funding and who the veterans memorial would be for. A lot of parents with children were attending the event, so there was a lot of questions/ comments about how this area could benefit children as well. Members from nearby communities (Tigard, West Linn and Oregon City) all admired the process and wished their towns would do the same public engagement process. From the Tualatin community members, most were happy to be given the opportunity to be involved, but some were skeptical that it would be built.

Outreach in Spanish to the Latinx community was done by Bridging Language Services. They connected with local community leaders and spent a day at Tualatin Public Library passing out flyers, talking to the Latinx community about the project and encouraging people to take the survey. A table was set up, where visitors were able to take Survey II online or by filling out a paper survey. Further outreach was done for Survey III through local Latinx community leaders and social media channels.

Finally, Tualatin Parks and Recreation and Stakeholder Advisory Committee members engaged in extensive media outreach to build project awareness and make connections with the Tualatin community. Efforts included development of a project webpage, email blasts, Nextdoor posts, Facebook posts, announcements on Twitter, and advertisement in Tualatin Life. Additionally there were news articles in the Tualatin Times, Tualatin Today and Explore Tualatin. The Media Outreach Tracking Table shown in the appendices, features a comprehensive list of media outreach methods and highlights results of such efforts.

Additional Public Comment & Input

Project promotional information and the website sited a contact email to submit additional feedback for the project. Emailed and submitted comments and documents are included in the appendices.

Stakeholder Advisory Committee

Through public outreach to the community and focus groups a Stakeholder Advisory Committee was formed. Members of the stakeholder group included: Matt Antis, Buck Braden, Mayor Frank Bubenik, Christopher Friz, Brandon Gill, Brett Hamilton, John Knippers, Joe Lipscomb, Greg Meiling, Dale Potts, Christen Sacco, Elena Stripling, Cole Vessey, Anthony Warren, and Tricia Wilson. Each committee member was provided with the project objective, time commitment, and participation expectations upfront to ensure outreach objectives were met. The Stakeholder Advisory Committee played an important role in developing meaningful public engagement strategies, communicating community desires and concerns, responding to early project deliverables with a community lens and was instrumental in helping to get the word out about the project. The first and second Stakeholder Advisory Committee meetings occurred in person at the Tualatin Public Library. The third and fourth occurred virtually over a web based meeting platform due to COVID-19 restrictions. Each meeting has been summarized below. Full meeting minutes and supporting documents provided as handouts can be found in the appendices of this report, and are also available on the project webpage at: <https://www.tualatinoregon.gov/recreation/veterans-memorial>.

STAKEHOLDER ADVISORY COMMITTEE MEETING #1-JANUARY 16TH, 2020

The meeting began with introductions and an explanation of the advisory role Stakeholder members would play and how decisions would be made for the project. The group was then asked to participate in an activity designed to intentionally allow consideration for the group's strengths, build empathy and understanding for each other and focus on common ground. This activity built a positive atmosphere for the rest of the meeting.

The primary purpose of this meeting was to organize categories generated by previous public input from seven (7) focus groups and identify major themes for the project. To do this, attendees worked in small groups. Participants were given categories with definitions that summarized input. Working together, each group arranged categories under 3-5 major themes. Each group was given an opportunity to explain their selected themes. Then collectively, attendees worked together to synthesize themes. Themes were narrowed down to the following:

- Engagement
- Experience
- Connection
- Shared Value
- Timeless

STAKEHOLDER ADVISORY COMMITTEE MEETING #2-FEBRUARY 13TH, 2020

The meeting began with introductions and review of previous meetings. Survey I results were shared with the group to begin to understand public sentiment. Attention was then given to building enthusiasm for the next public survey. As community leaders, the group was encouraged to distribute flyers and actively engage with others in the community. Collectively, means and methods to build project awareness was discussed. Feedback was also gathered on how the consultant team and Parks and Recreation staff could equip stakeholders to advocate for the project. The meeting concluded by discussing site alternatives for the project. Eight (8) preselected sites were identified, including:

- Brown's Ferry Park
- Sweek Pond Natural Area
- Toman & Van Rijn City Properties
- Little Woodrose Natural Area
- Indian Meadows Greenway
- Chieftain Dakota Greenway
- Tualatin Commons
- Commons Park

To begin the discussion, each site was located on an area map of Tualatin. Systematically the consultant team presented an assessment of each site. The SAC was then divided into small groups to analyze and discuss each site further. The groups rotated between facilitators to provide opportunities and constraints for each potential site. Participants were encouraged to visit each site and gather additional feedback for upcoming meetings.



STAKEHOLDER ADVISORY COMMITTEE MEETING #3 (VIRTUAL)-MARCH 31, 2020

Due to COVID-19 pandemic, this meeting was held virtually with stakeholder participants. The meeting began with introductions of the consultant team and Parks and Recreation staff. The previous meeting was then summarized, and participants were asked to introduce themselves and approve meeting minutes.

Results from the second survey were shared and then summarized for use in a group activity. Using these survey results, attendees were guided through a programming activity, in which they identified desired design program elements and spatial needs for the memorial. Many design ideas were explored as part of the discussion. Design program elements include the following (for a detailed breakdown, please see the Design Program section of this report):

- Gathering space
- Intimate/passive spaces with seating
- Space for solitude
- Space for personal storytelling
- Recreation space
- Dedication area
- Interpretive element(s)
- Signage
- Parking
- Public transportation

Finally, using the design program generated by the group and knowledge of each sites opportunities and constraints, participants were asked to eliminate sites that were unsuitable for the memorial. Readily the group eliminated all three greenways. Of the five remaining sites, participants voted using written comments. Three preferred sites the SAC selected for public consideration were:

- Brown's Ferry Park
- Sweek Pond Natural Area
- Tualatin Commons

STAKEHOLDER ADVISORY COMMITTEE MEETING #4 (VIRTUAL)-MAY 28TH, 2020

This virtual meeting began with introductions of the consultant team and Parks and Recreation staff. The previous meeting was summarized, and participants were asked to introduce themselves and approve the meeting minutes.

Results from Survey #3 were reviewed in which Tualatin Commons was the preferred site. Committee members were given the opportunity to discuss what excited them about the selected location.

Next, the Draft report was summarized and committee members were given the opportunity to address anything they felt was missing. The committee did not feel anything was missing. The meeting concluded with a discussion of next steps, how the report will inform subsequent design efforts and stakeholder take-away.



Community Engagement Meetings

Meetings were hosted in the community room at the Tualatin Public Library, an inclusive community space, conveniently located within the City of Tualatin. Representatives from Parks and Recreation were actively involved in all community meetings. Written meeting content was presented in both English and Spanish. A Spanish-speaking facilitator was also present to translate participant feedback and interpret for attendees. Meeting summaries and handouts are included in the appendices of this report and are also available on the project webpage.

Three (3) Community Engagement Meetings were planned as part of this project. However, due to the COVID-19 pandemic, the third community meeting was canceled, which included a parallel Spanish speaking meeting. This meeting information was integrated into online and social engagement and surveys.

COMMUNITY ENGAGEMENT MEETING #1 - JANUARY 28TH, 2020

The meeting began with introductions and a summary of project background and progress to date. Collectively participants considered who the memorial should honor. Next, while working in small groups, attendees systematically reviewed memorial themes and associated objectives. Attendees were given opportunity to add bullets and then individually prioritize bulleted objectives under each theme.

Small group work brought out addition objectives:

Connection

- Place for families to commemorate KIA members
- Provides/ welcomes all

Engagement

- To share pride for military service to our country
- To share pride in the police that serve our community

Experience

- Invoke a sense of peace and memory
- Engage all senses - Tactile and Audio

Timeless

- Historic Native American Wars
- Honoring Military Service
- History
- Embodied emotion and experience of use but not war specific
- Time frame

Shared Values

- Appreciation for History

Who should the memorial honor

- First Nations Veterans who fought for/against US
- Coast Guard
- Service of Minority populations (Latino/Hispanic)
- Freedom
- Hidden Heroes
- Historical memorial that honors military vets from all US military conflict past, present and future
- K9
- Police and 1st responders should be a different category

COMMUNITY ENGAGEMENT MEETING #2 - FEBRUARY 20TH, 2020

The meeting was conducted by Parks and Recreation staff with involvement of the consultant team. It began with introductions and review of previous meeting. Participants were given the opportunity to review the results of survey I and encouraged to take the online survey II. Next the 8 site alternatives were introduced:

- Brown's Ferry Park
- Sweek Pond Natural Area
- Toman & Van Rijn City Properties
- Little Woodrose Natural Area
- Indian Meadows Greenway
- Chieftain Dakota Greenway

Attendees broke into small groups, each assigned a facilitator, to discuss the site opportunities and constraints. Comments from participants often overlapped with the synthesized feedback summarized into the following:

- Accessibility to parking and public transportation is very important
- Strong consideration should be given to actual or perceived safety
- Memorial should be compatibility with existing site uses, site character and programming
- Setting should not be too noisy to allow contemplation, reflection, etc.
- Walking surfaces should be accessible
- Environmental constraints (i.e. flooding) might limit site suitability
- Site selection should consider proximity to other public amenities and activities to avoid feeling isolated

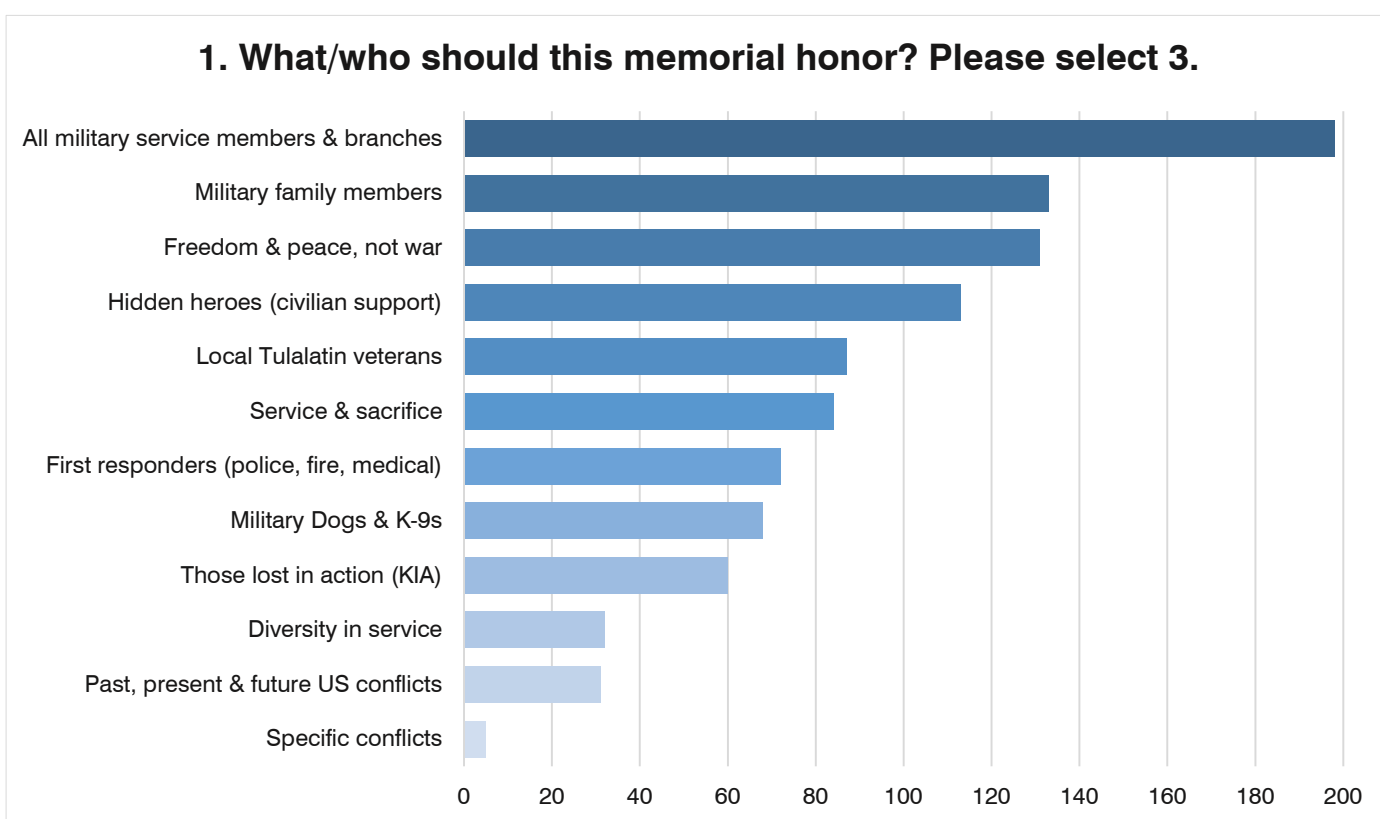
A detailed list of site opportunities and site constraints provided by attendees can be found in the Site Assessment section of this Report, categorized under each site.

Surveys

Three online surveys were created to build on outcomes from focus group, stakeholder advisory committee and community engagement meetings. The surveys were posted on the City of Tualatin's website with the link being distributed through mailing lists, emails and other social media platforms. Stakeholder Advisory Committee Members were integral in distributing the link to the survey to other community members.

Survey I

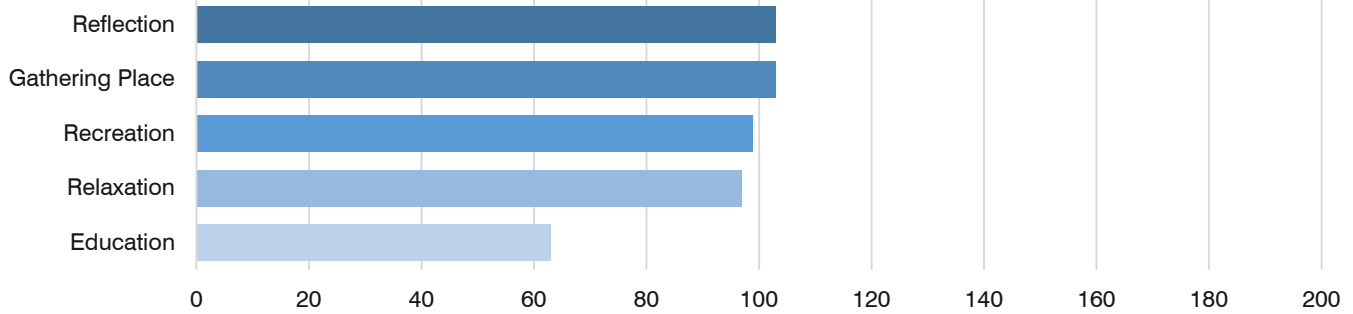
The first survey was released to the public on January 15, 2020 and remained open for three (3) weeks. The survey consisted of seven (7) questions, intended to gather community sentiment on memorial themes compiled from focus group discussions and to collect additional feedback. 106 people took the survey with an 61 additional comments. Additional comments have been summarized below. Detailed comments can be found in the appendices section of this report. The following were the questions and results:



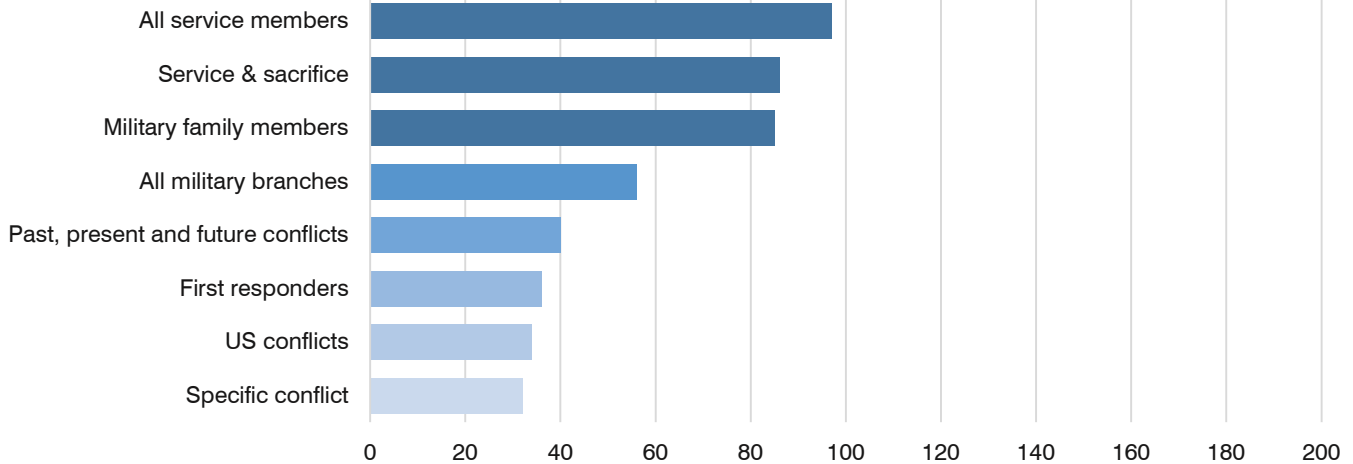
OTHER COMMENTS FROM QUESTION 1:

- To never forget those who served and those who gave the ultimate sacrifice
- Space enumerating the horrors of war
- Educational about history of wars and interventions (2 comments)
- Space to share feelings with other veterans
- A place to remember, to reflect that there is honor in service.
- A waste of money there are plenty of Veterans memorials
- Space to remember that peace is the highest goal, never war

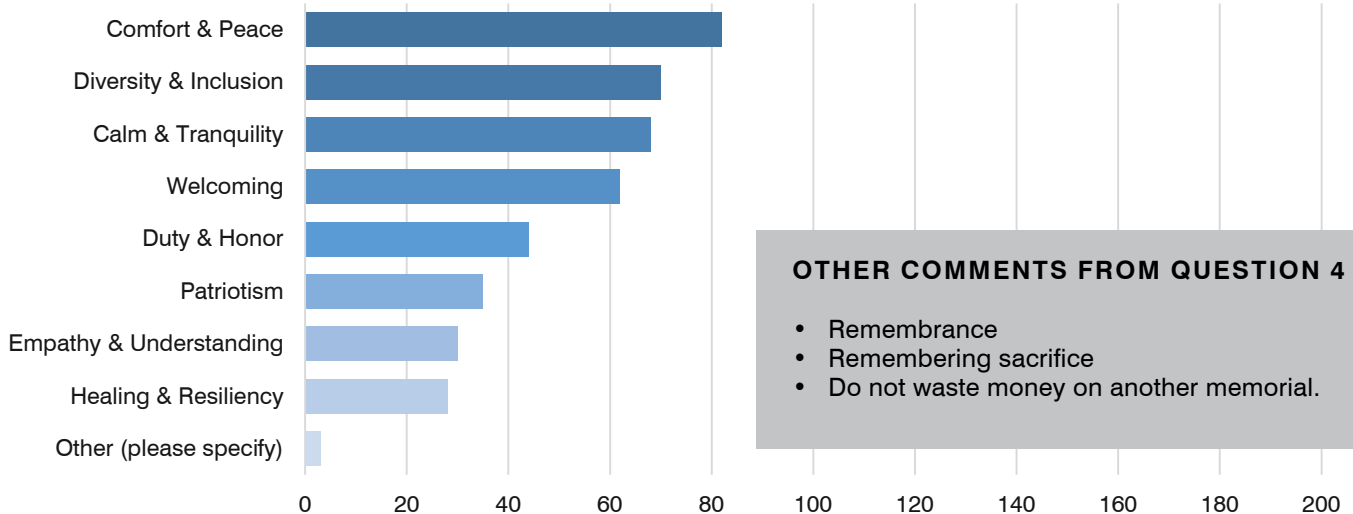
2. How could this space be used? Please rank in order of importance to you, 1 being most important.



3. What/Whose story should the memorial tell? Please rank in order of importance your top 3 or more choices, 1 being most important.



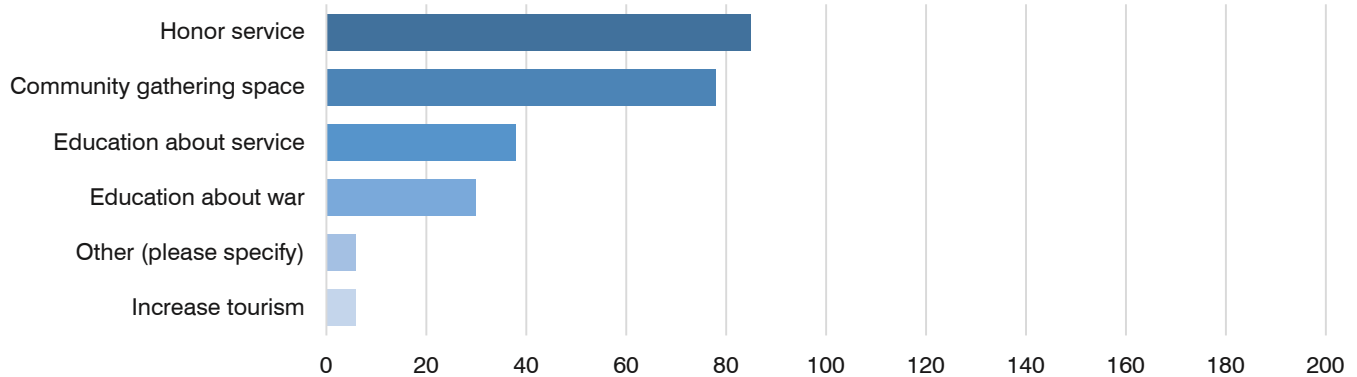
4. What feelings & values should the memorial evoke? Please check all that apply.



OTHER COMMENTS FROM QUESTION 4

- Remembrance
- Remembering sacrifice
- Do not waste money on another memorial.

5. How would you like the memorial to contribute to the community? Please check all that apply.



OTHER COMMENTS FROM QUESTION 5

- Promote peaceful resolutions over conflict; no emphasis of war or weaponry (3 comments)
- Honor the freedom our soldiers fought for by providing a playground
- Use art to promote comfort and peace, calm and tranquility.
- A destination; interactive
- Honor those forced to fight for a cause they did not believe in

QUESTION 6

Would you like to share any additional thoughts regarding the Veterans Memorial?

The comments proved to be helpful and was incorporated into future meetings and surveys. Full data to questions 6 can be found in the appendices of this report. A summary of the comments are as follows:

- Honors freedom and peace not war (12 comments)
- It should honor all service men and all branches (5 comments)
- Honors Service and freedom, no information about war, conflict, and killing (5 comments)
- Not names, lists, or educational content. (4 comments)
- Make it unique and interesting to draw people in (3 comments)
- A list of veterans (3 comments)
- Money (3 comments); not an appropriate use of tax dollars; don't spend money on this, no public funding)
- Peaceful approaches to conflict resolution not patriotism and aggression. (2 comments)
- "Buy a brick" program (2 comments).
- Art and plants, rather than cold granite and stone (2 comments).
- Include a playground space (2 comments)
- Accessible for people with disabilities (2 comments)
- A space to honor local veterans from Tualatin
- Recognize service members, do not include first responders.
- Be sure that women are not left out or their service minimized please.
- Include military dogs and the service and support they provide
- Inclusive
- A place for healing and support
- Interactive and changes
- Do not take away from existing active spaces this. Should be vandal resistant
- Have many flags: US, MIA, Military call sign flags.
- Provide space for ceremonies

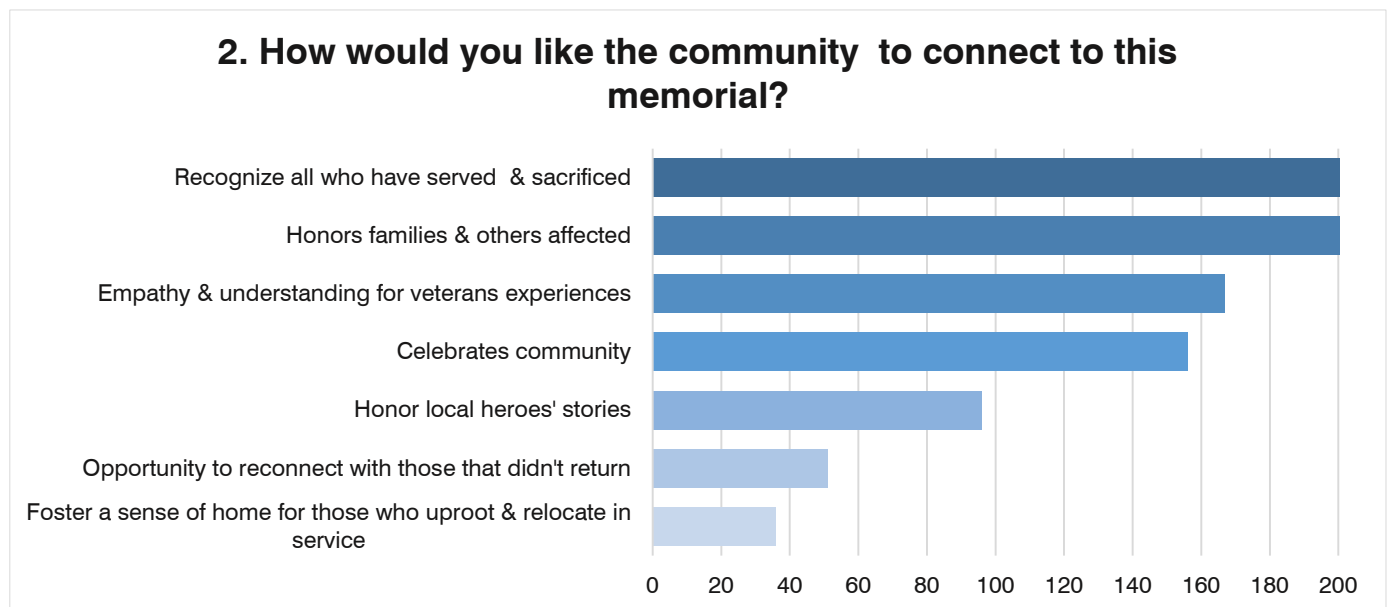
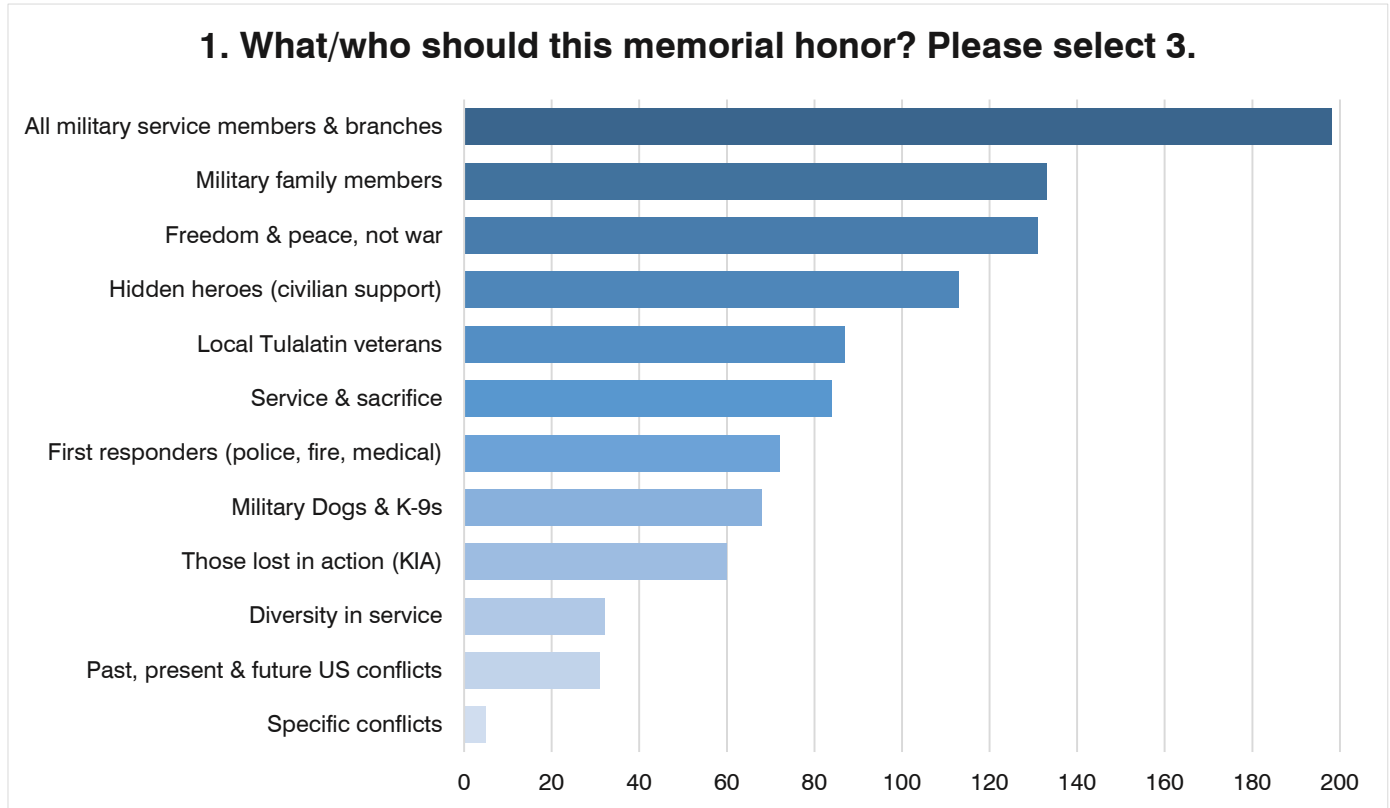
QUESTION 7

Please upload a related image/sketch that has meaning to you and explain why (we will not share the images with the public).

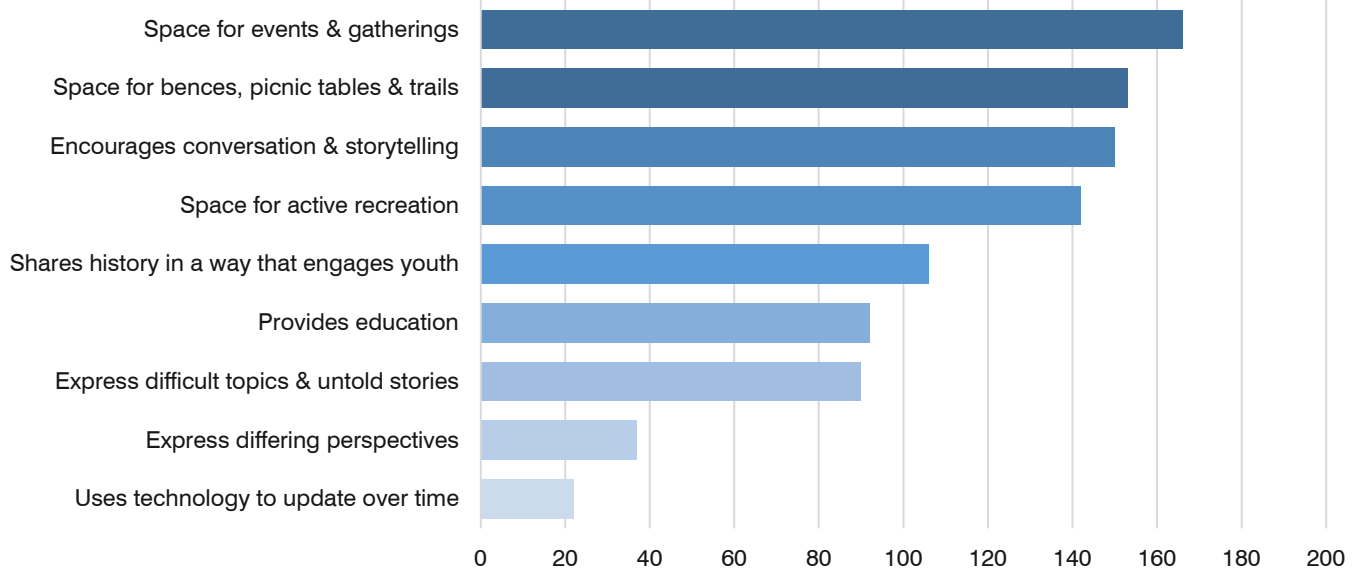
Three images were received from the public.

Survey II

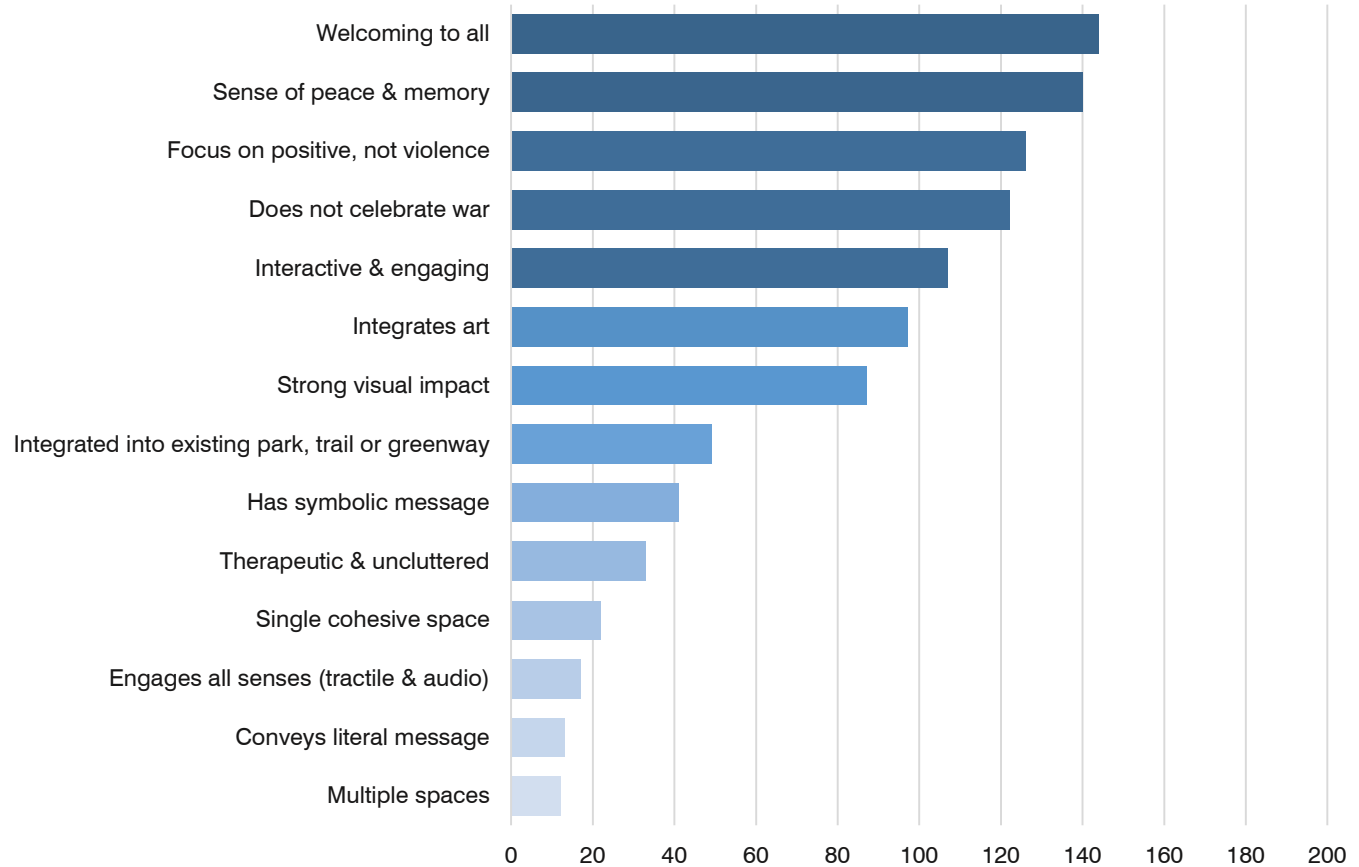
The second survey was released to the public on February 10, 2020 and remained open for three (3) weeks. The major themes with supporting design objectives (gathered from all public comment) were presented and survey participants selected their preferred design objectives and who they felt the site should honor. The survey had seven (7) questions including a space to provide additional comments. 320 people took the survey with 37 additional comments and/or questions. Additional comments have been summarized below. Detailed comments can be found in the appendices section of this report. The following were the results from the survey:



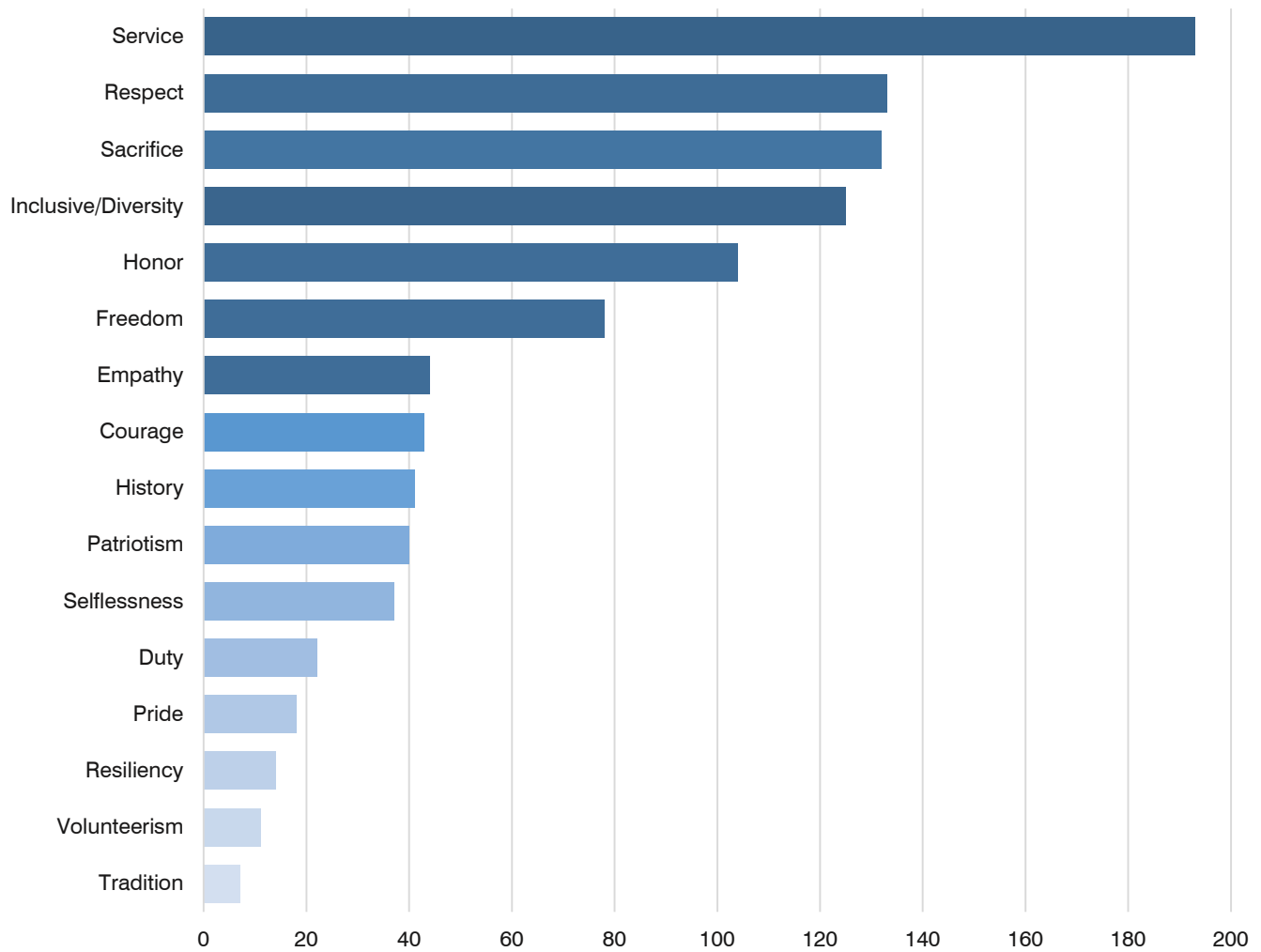
3. How should this memorial engage with people?



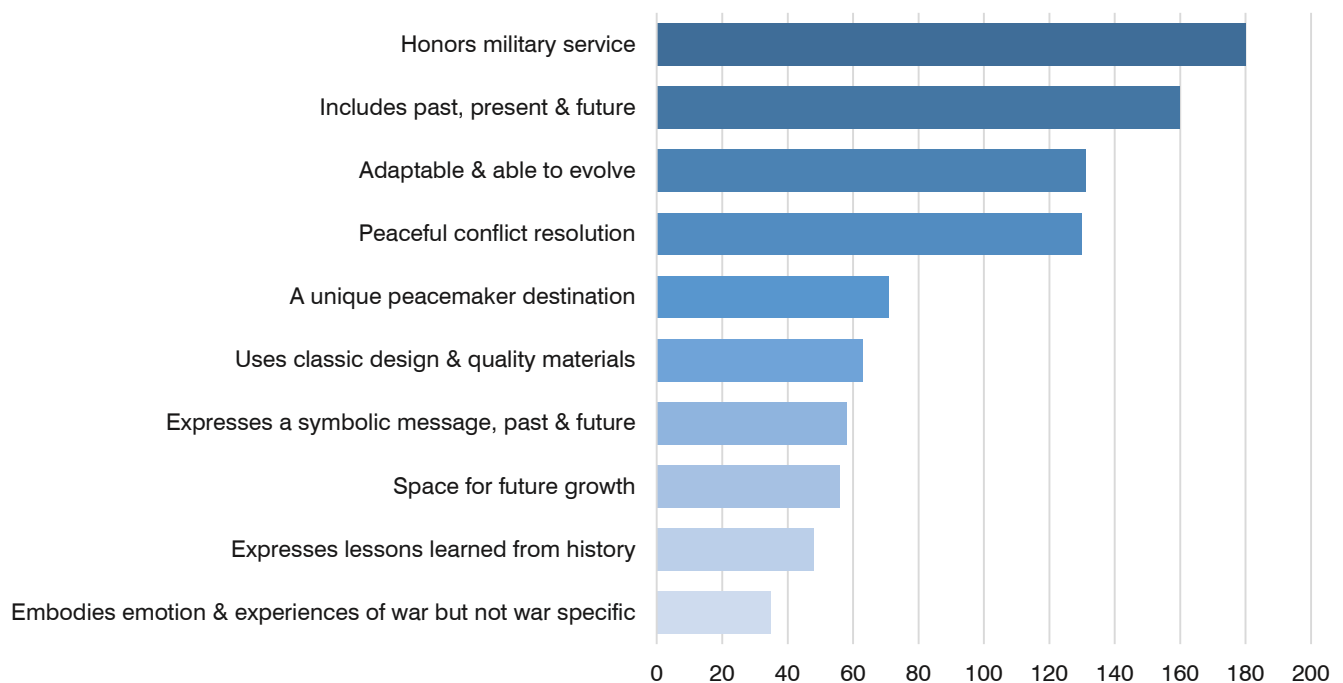
4. What experience should the memorial evoke?



5. What shared values would you like to see?



6. How should this memorial be timeless?

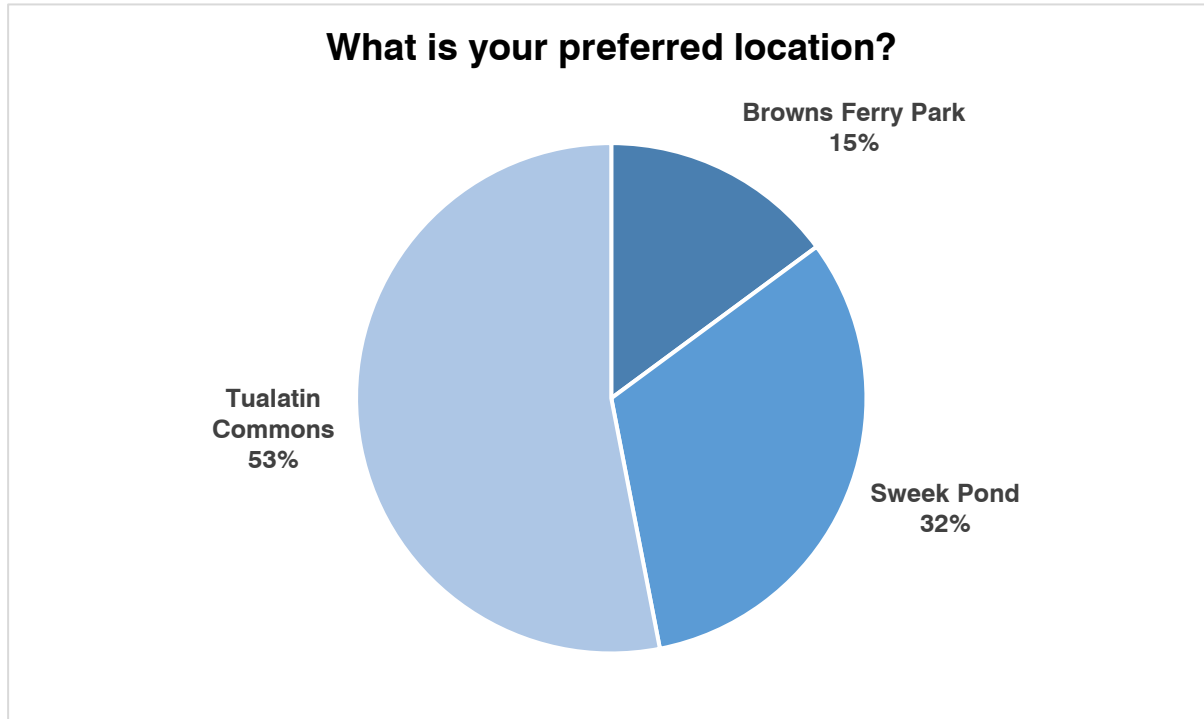


OTHER COMMENTS

- Peaceful, beautiful place with quiet spaces (5 comments)
- Thank you for honoring those who serve (4 comments)
- Money should go to helping homeless veterans/people (2 comments)
- Peace, Not War! Violence should not be glorified (2 comments)
- Stay away from politics and social engineering
- Only veterans should vote
- People should feel proud of USA, we are in the land of the free because of the brave
- The Confederated Tribes of Grand Ronde has a Veterans Board which might be able to come to the opening or support.
- Memorial for all vets, not only wartime vets
- Memorial to honor Vietnam - current veterans
- Women equal emphasis with men.
- Behind the scenes medical support veterans.
- Honor service animals within this memorial tribute.
- Recognize & Honor those who served the country from other nationalities
- The community must commit to the costs for upkeep and update in perpetuity.
- Private financing only. No Tualatin City funds
- Something that appeals to kids and teaches about history
- 2 sites- one for military and another for first responders
- Educational and patriotic.
- Instructive of our past and present freedoms and how they are preserved.
- Something with trails
- Accessible
- Parking available for folks with limited mobility
- Would not like this to get political or embrace dissidents!
- I like what Beaverton has done to honor currently serving Beavertonians. (placing banners with their name and military branch along roadways).
- Shame that, VFW, American Legion do not put up American Flags on Memorial and Veterans Day

Survey III

The third survey was released to the public on April 17th, 2020 and remained open for three (3) weeks. The survey introduced site concept diagrams for Brown's Ferry Park, Sweek Pond Natural Area and Tualatin Commons. The diagrams incorporated the site program/ design program collected at the Stakeholder Advisory Committee Meeting #3. 262 people took the survey with 79 additional comments. Additional comments have been summarized below. Detailed comments can be found in the appendices section. The following were the results from the survey:



OTHER COMMENTS

- Most comments were to reiterate their vote: Tualatin Commons (25 comments), Sweek Pond (10 comments) and Brown's Ferry Park (4 comments)
- Other comments were to say where it should NOT be: Brown's Ferry Park (5 comments) and Tualatin Commons (1 comment)
- Peace not war- needs to be respectful (8 comments)
- Great ideas and site options (4 comments)
- Thanks for allowing community to vote (4 comments)
- Thanks for honoring military/ veterans (3 comments)
- Focus needs to be on patriotism (2 comments)

Memorial Themes & Objectives

Who the Memorial should Honor

Through outreach and engagement with the community, it was clarified who the memorial should honor.

HONOR

Show respect and regard for:

- All military service members & branches
- Military family members
- Freedom & peace, not war
- Hidden heroes (civilian support)

Themes & Objectives

Through outreach and engagement with the community, five (5) core themes and associated objectives proved to be fundamental to the vision and concepts for the memorial:

CONNECTION

Sense of community and belonging; feeling that one matters; commitment to one another.

- Recognizing all who have served & sacrificed
- Honors families & others affected
- Empathy & understanding for veterans experiences
- Celebrates community

EXPERIENCE

Connection to the space by engaging the senses.

- Welcoming to all
- Sense of peace & memory
- Focus on positive, not violence
- Does not celebrate war
- Interactive & engaging

ENGAGEMENT

Captures attention and promotes active interaction with visitors.

- Space for events & gatherings
- Space for benches, picnic tables & trails
- Encourages conversation & storytelling
- Space for active recreation

SHARED VALUES

Common beliefs, ethics, concepts or principles that are important and lasting.

- Service
- Respect
- Sacrifice
- Inclusive/ diversity
- Honor

TIMELESS

Considers the past, present and future; has relevance for generations; can change over time; remains adaptable.

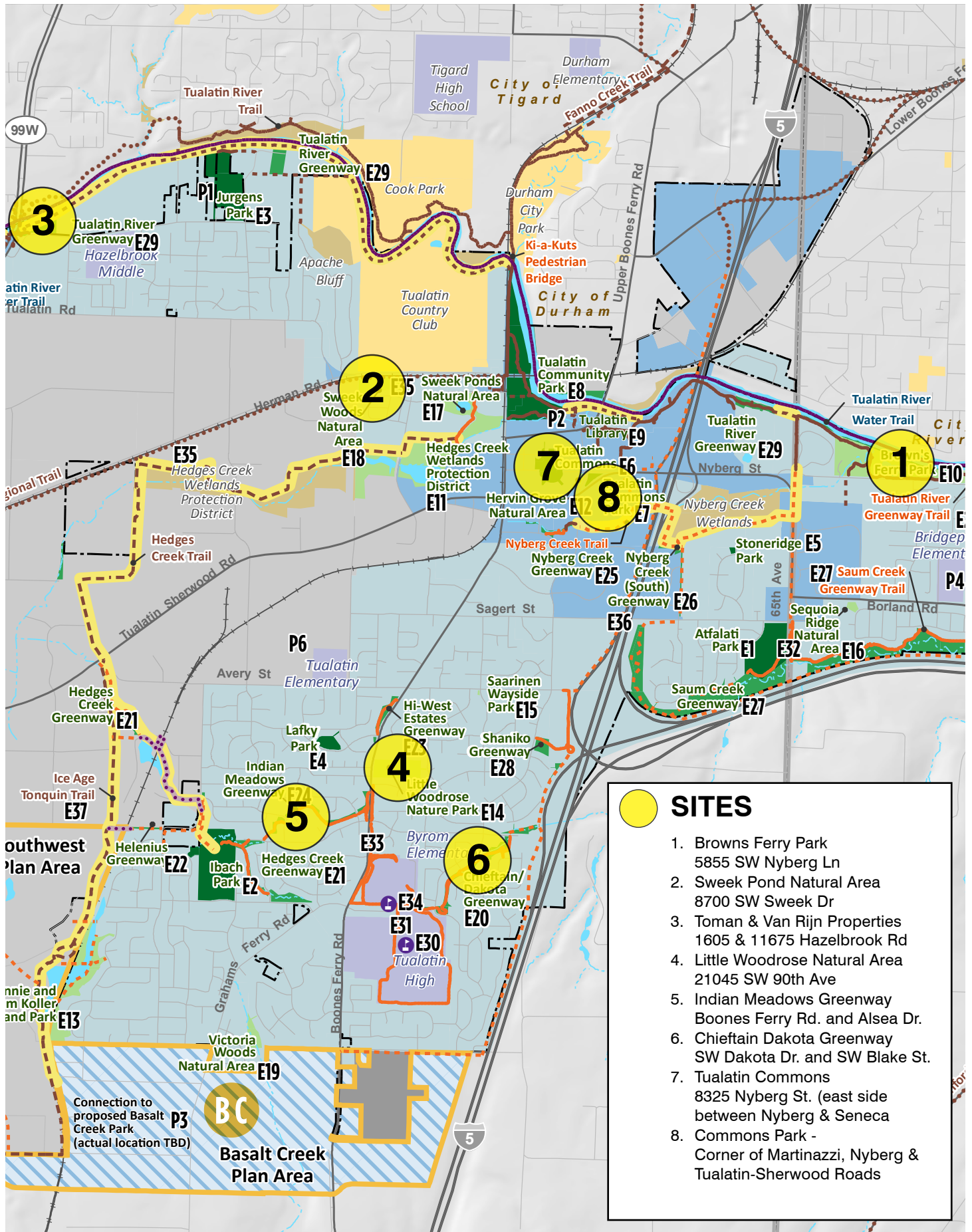
- Honors military service
- Includes past, present & future
- Adaptable & able to evolve
- Peaceful conflict resolution

Who the memorial should honor, and the themes and objectives selected, were used to create a design program for the memorial space and directly informed the site selection process.

Site Assessment

Multiple parkland and City property locations were considered and eight (8) sites advanced for consideration. The consultant team prepared site assessments for each site, with supporting documentation provided by the City. This information was presented at the Stakeholder Advisory Committee Meeting II and Community Engagement Meeting II. At these meetings, participants gave feedback on additional site information including opportunities and constraints.







Site 1: Brown's Ferry Park

5855 SW NYBERG LANE / NATURAL AREA PARK

Background Information

Brown's Ferry is a 28.33 acre natural area park located on the Tualatin River in east Tualatin. The park provides river access and passive recreation such as walking, picnicking, and wildlife viewing. Site features subtle grade changes with a variety of open greenspace, grassy fields, forest cover and habitat areas for wildlife and wetlands. The park is well used and connected to adjacent neighborhoods. Seasonally the park provides kayak rentals and a summer art program. There is on-site parking at the west end and next to the community center at the east end of the site. Site has a public restroom and water. Areas in high use have lighting and electrical.

Other Site Observations

- Probable natural area setback requirements
- Probable environmental constraints due to flood restrictions along the Tualatin River, creek and wetlands
- Surrounded by Residential neighborhoods
- Visible from Nyberg Rd; not high traffic

Future Master Plan Initiatives

- Stabilize banks of Tualatin River and Nyberg Creek with native vegetation
- Redevelop portions of Park to facilitate programs and events



SITE OPPORTUNITIES

- Wooded
- Trees/ greenery
- Site on the river with a boat dock
- Restrooms
- Lots of sites within park
- Quiet/ peaceful
- Calming
- Other reasons to visit the site
- Big spaces and open areas
- Paved surfaces
- Trail – connection within and one

SITE CONSTRAINTS

- Middle of no-where – car access only
- Willowbrook Art Camp – summer camp noise could be disruptive
- Flood risk- could have wet ground
- Isolated
- High bank – not visible

ADDITIONAL SITE INFORMATION

Tualatin City Offices / 1.2 miles by car

Access to Public Transit / 0.80 miles

Parking / Yes

ADA Accessibility / Yes

Water Access/Views / Access to Tualatin River via established boat launch, views to river, creek, on-site wetlands & ponds

Existing Pedestrian Walkways / Yes (Concrete & Soft Surface)

Tree Cover / Yes

Ambient Noise / Quiet, minor traffic (Nyberg Rd.)

High Visibility into Site / Visible from Nyberg Rd.

Close Proximity to /

- Legacy Meridian Medical Center
 - Bridgeport Elementary School
 - SW Nyberg Rd. commercial district
 - Stafford Hills Athletic Club
-

Demographics /

- Population Density: Medium density (4089/mi²)
- Nearby neighborhood at south side of Nyberg (near the hospital): high density (10,000+/ m²)
- Median Income by neighborhood: \$114,766 & nearby neighborhood: \$35,107
- Race and Ethnicity: 87.5% White, 3.8% Hispanic. 8.7% Other



Site 2: Sweek Pond Natural Area

8700 SW SWECK DR. / NATURAL PARKS & AREAS

Background Information

Sweek Pond Natural Area is a 7.91 acre site located in central Tualatin. The Trail Heritage Center is located on-site; parking is shared with the Police Department and Municipal Court. The site provides passive recreation including walking, and wildlife viewing by way of an established interpretive trail system that loops around the pond. The site is heavily wooded, with a few designated lookouts to the pond. A variety of interpretive panels showcasing “Birds! High & Low,” “An Urban Wetland,” “Tribal Homelands,” and other site features or local heritage are distributed throughout the site. No restrooms are available.

Other Site Observations

- Probable natural area setback requirements
- Probable environmental constraints due to flood restrictions along the trail
- Overlooked and in close proximity to apartment buildings, trees provide buffer in many areas of the site; path is exposed to and abuts properties along southern edge
- Opportunity to partner with Heritage Center for educational opportunities
- Ample parking in shared lot
- Walking distance from town
- Site has limited visibility from Tualatin Rd/ Sweek Dr
- No site lighting, water or electrical observed on-site



SITE OPPORTUNITIES

- Wooded
- Quiet / secluded
- Lots of parking
- Could bring life to this site
- Water/pond
- Great space next to heritage center
- Good access
- Connection w/ heritage center – on heritage center property

SITE CONSTRAINTS

- Isolated
- Lacks public transport
- Gravel pathway
- Wetlands
- Removal of tree

ADDITIONAL SITE INFORMATION

Tualatin City Offices / 0.70 miles by car

Access to Public Transit / 0.40 miles

Parking / Yes

ADA Accessibility / Yes

Water Access/Views to pond only

Existing Pedestrian Walkways / Yes (Concrete, Soft Surface)

Tree Cover / Heavily wooded

Ambient Noise / Quiet, minor vehicle traffic (SW Sweek Dr.)

High Visibility into Site / No

Close Proximity to /

- Tualatin Parks and Recreation Office
 - Tualatin Community Park
 - Van Raden Community Center
 - Police Station
 - Apartments
 - Heritage Center
-

Demographics /

- Population Density: Low 2061/ mi²
- Median Income: \$42,037 and the adjacent neighborhood is \$62,434
- Race and Ethnicity: 62.5% White, 27.1% Hispanic, 10.4% Other



Site 3: Toman & Van Rijn Property

11605 & 11675 HAZELBROOK RD / NATURAL AREAS

Background Information

Toman & Van Rijn properties is a 3.15 acre site located in Northwest Tualatin, bound by 99W to the west, Tualatin River to the north and SW Hazelbrook Rd. to the south. Site features easy river access for kayaks and canoes at establish boat launch, designated parking at trail head with additional on-street parking. The site is a mix of open space and trees. Buildings include the Tualatin Riverkeepers, a non profit organization that protects and restores the Tualatin River Watershed. No restrooms are available.

Other Site Observations

- Probable natural area setback requirements
- Probable environmental constraints due to flood restrictions along the Tualatin River
- Large open green area due to recent construction work (pipe installation?). Re-vegetation underway.
- Access to boat launch under overpass (99W)
- No site lighting, water or electrical observed on-site
- Appears to have limited use



SITE OPPORTUNITIES

- ADA accessible
- Sidewalk along side
- River with boat launch
- Trail
- Additional parking on the east side of the site

SITE CONSTRAINTS

- Accessible by car only
- No restroom
- Not visually pleasing
- Loud
- Under bridge
- Small
- School traffic
- Parking
- Access/isolated
- Noise
- Flooding
- Nothing else to do

ADDITIONAL SITE INFORMATION

Tualatin City Offices / 2.60 miles by car

Access to Public Transit / 0.60 miles

Parking / On-street and limited parking (3 spaces) at boat launch trailhead and Tualatin Riverkeepers

ADA Accessibility / Yes

Water Access/Views / Access & Views to Tualatin River via established boat launch

Existing Pedestrian Walkways / Yes (Concrete & Soft Surface)

Tree Cover / Along riverbanks and street only

Ambient Noise / Noisy due to traffic on 99W

Visibility into Site / Yes from 99W

Close Proximity to /

- RV Park, Apartments (across street)
- Toman Offices
- Hazelbrook Middle School

Demographics /

- Population Density: Low 1537/ mi²
- Median Income: \$62,434
- Race and Ethnicity: 85.6% White, 10.3% Hispanic, 4.1% Other



Site 4: Little Woodrose Natural Area

Background Information

Little Woodrose Nature Park is a 6.55-acre natural area located in central Tualatin. The site offers surrounding residential uses access to nature, shade, trails and mature vegetation. The site is densely wooded with a soft surface loop trail and a short hard surface, accessible trail on West side.

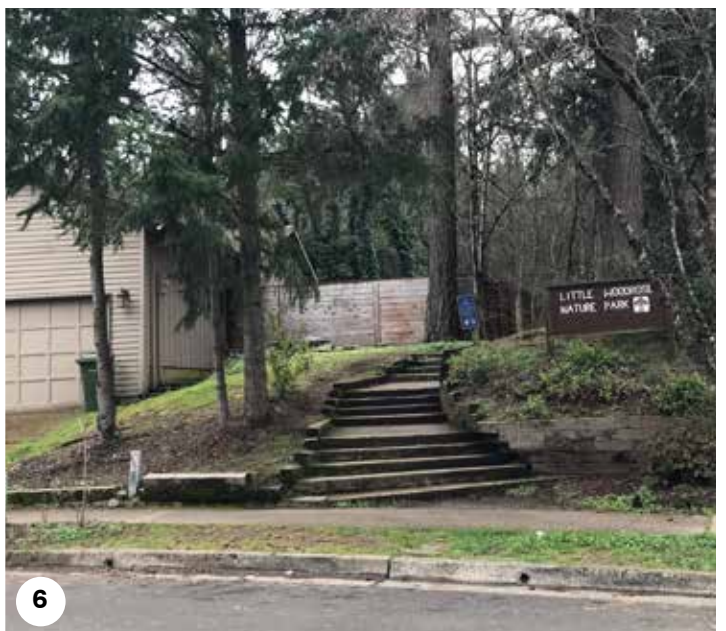
Other Site Observations

- Steep grades & stairs (must use stairs at east entrance); may make it difficult to place ADA paths without compromising natural area
- Probable environmental restrictions and sensitive areas
- Residential neighborhood at east entrance and busy road at west
- Need to explore parking (i.e.. a few spots off Boones Ferry Road?)
- Presence of invasive species that needs to be mitigated
- Trail loops close to residential properties along SE side
- Church provides access to trail

Master Plan Goals

Site recommendations for Little Woodrose Nature Park focus on stewardship to address deferred maintenance and natural area restoration and associated maintenance activities.

- Plant site with native vegetation.
- Rebuild trail, entry, and stairways throughout the park and entryways.
- Improve overall ADA access as part of all trail improvements.
- Provide safety lighting.
- Replace amenities and facilities at end of life cycle



SITE OPPORTUNITIES

- Accessible – Boones Ferry Road
- Welcoming
- Not developed - underutilized
- Public transit – Bus stop nearby
- Wooded
- Peaceful & quiet
- Scenic
- Access BF Road
- Large space

SITE CONSTRAINTS

- Not much parking
- No water access
- Might not want to disturb the natural feeling
- Elevation and slopes
- No restroom
- Most of site is not ADA accessible
- Stairs
- Boones Ferry is too busy
- You would have to pave over natural area for parking and trail
- Would cost money to upgrade
- Not a clean slate- would take a lot of work to fix
- Neighbors would be unhappy with the development
- Doesn't feel safe as there have been attacks in this park
- Drug deals in this area
- No lights

ADDITIONAL SITE INFORMATION

Distance from Tualatin City Offices / 1.70 miles by car

Access to Public Transit from Site / 0.10 miles

Parking / on residential streets at east entrance only

ADA Accessibility / No

Water Access/Views / No

Existing Pedestrian Walkways / Yes (Soft surfaces)

Tree Cover / Heavily Wooded

Ambient Noise / Very Minor Vehicle Traffic

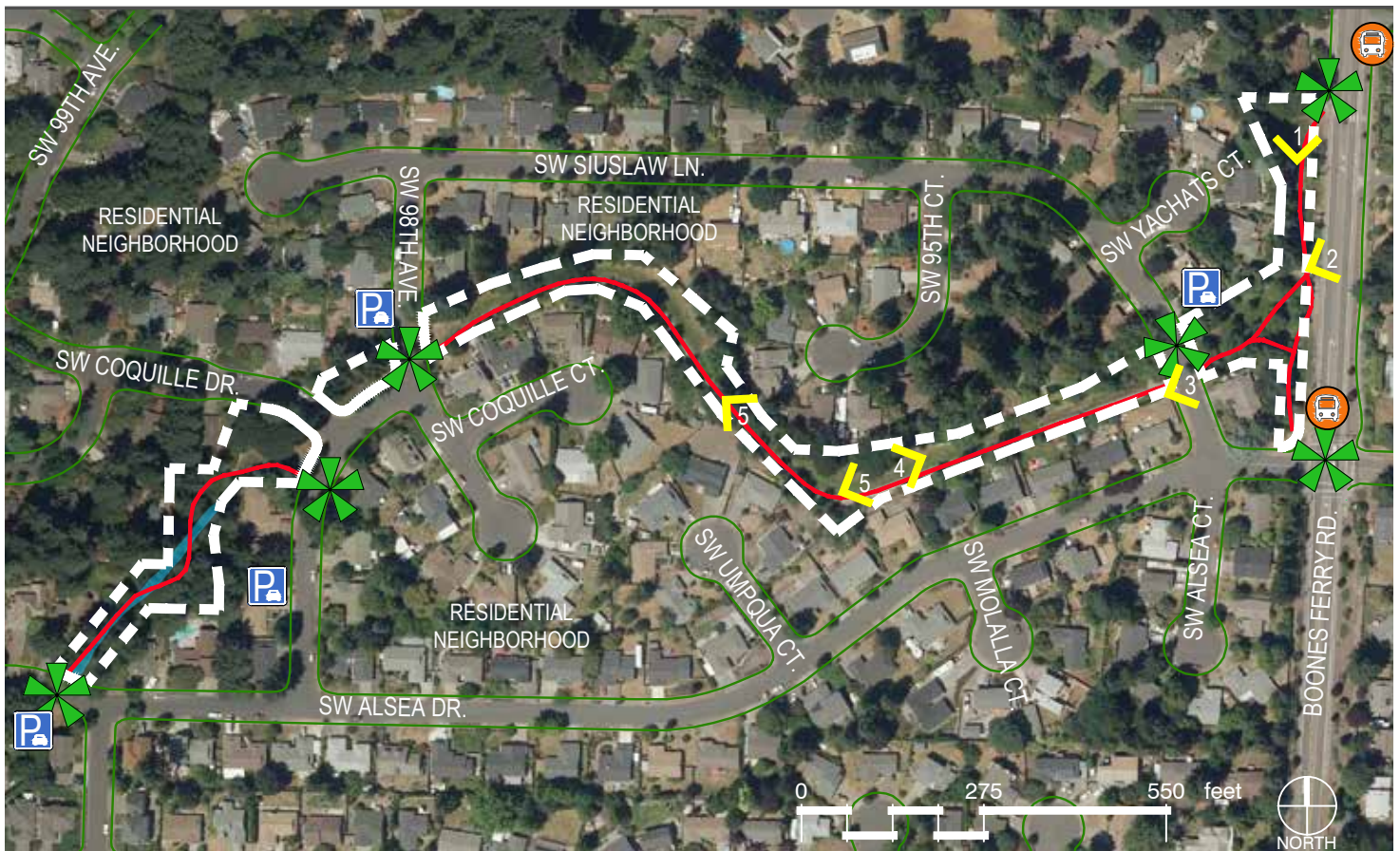
High Visibility into Site / No due to trees

Close Proximity /

- Tualatin Presbyterian Church
 - Indian Meadows Greenway
-

Demographics /

- Population Density: Med population density 6302/ mi²
- Median Income by neighborhood: \$91,713
- Race and Ethnicity: 75.3% White, 11.1% Hispanic, 13.6% Other



Site 5: Indian Meadows Greenway

Background Information

Indian Meadows Greenway is a 0.45-acre site located in Central Tualatin near Little Wood Rose Nature Park. The trail meanders through a residential neighborhood and connects to other greenways, and eventually Ibach Park. Site has a few dispersed openings throughout and a larger open green space that parallels Boones Ferry Rd.

Other Site Observations

- Minimal amenities
- Bus stop nearby
- Site is generally flat and appears to be ADA accessible



1



2



3



4



5



6

SITE OPPORTUNITIES

- A progression – could have small stations
- Flat and accessible
- Boones ferry well-traveled road

SITE CONSTRAINTS

- In backyards
- Vandalism because not well lit
- Near playground
- Boones ferry too busy
- Too residential – neighbors would not like lots of people
- Not enough pass throughs
- Not safe to have access into site for parking off Boones Ferry
- No parking lot - If buses were to come, they would have to park in residential
- No facilities

ADDITIONAL SITE INFORMATION

Tualatin City Offices / 1.70 miles by car

Access to Public Transit / 0.10 miles

Parking / On residential streets only at trail crossings

ADA Accessibility / Yes

Water Access/Views / -

Existing Pedestrian Walkways / Yes (Concrete,Soft Surface)

Tree Cover / Mix of trees and open spaces

Ambient Noise / Minor, only at street crossings & along Boones Ferry Rd.

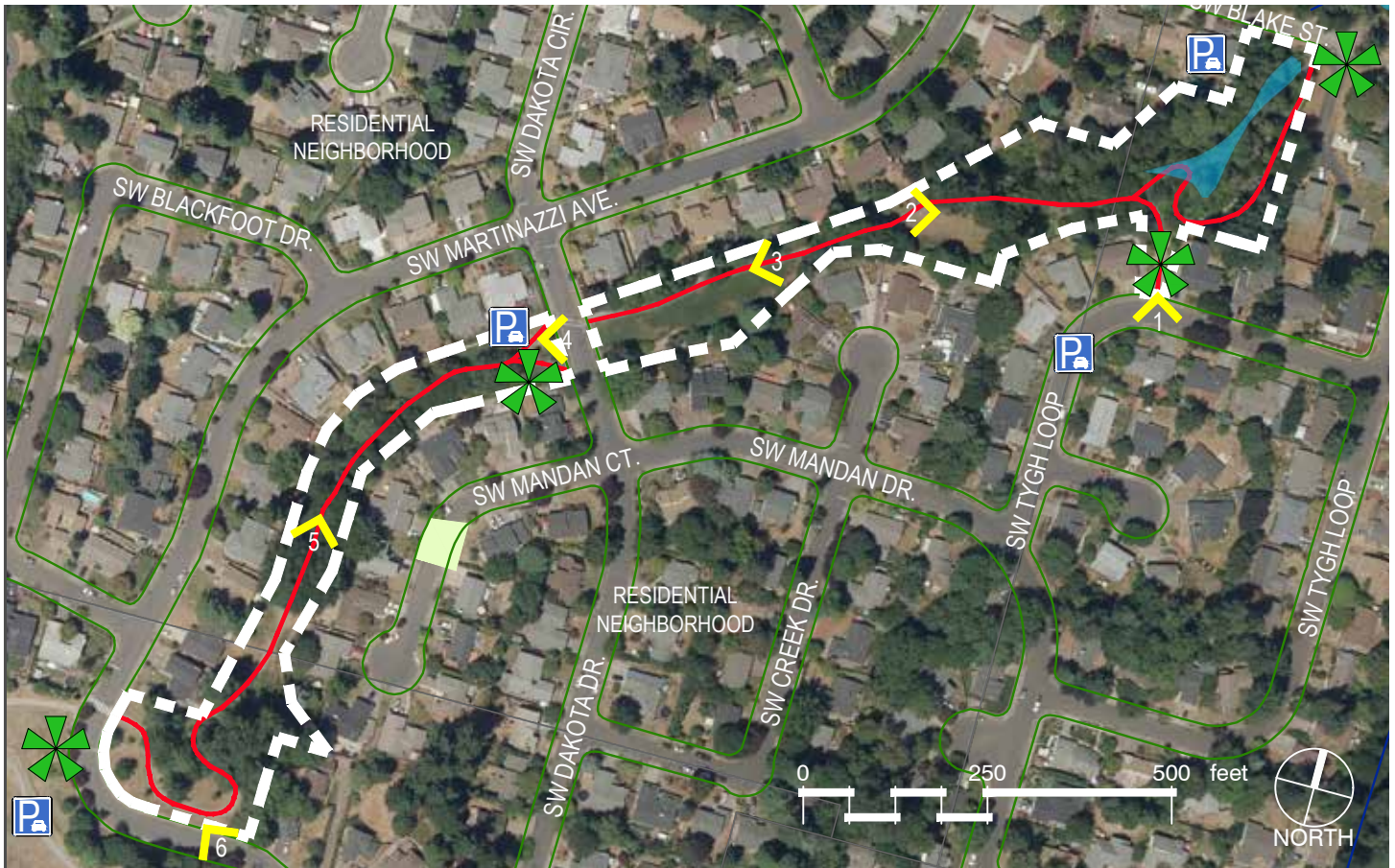
High Visibility into Site / Yes at street crossings & when paralleling Boones Ferry Rd.

Close Proximity /

- Little Woodrose Nature Park

Demographics /

- Population Density: Low 981/ mi²
- Median Income: \$88,839
- Race and Ethnicity: 78.9% White, 15.3% Hispanic, 7.8% Other



Site 6: Chieftain Dakota Greenway

Background Information

Chieftain Dakota Greenway is a 1.36 acre and 1.59 acre, 2 tax lot site in Central Tualatin. The greenway connects Tualatin High School residential neighborhoods and Blake Creek. The greenway transitions from wooded (near high school) to grassy open areas (near Dakota). For most of it's length, residential properties abut the greenway

Other Site Observations

- There might be environmental restrictions associated with creek
- Located near Tualatin High School
- Crossing at SW Dakota Dr. has been upgraded to include articulated crosswalk and removable bollards
- Located between residential properties
- Site is generally flat until SW Dakota Dr. when it gains elevation until the High School
- Creates strong connection to residential neighborhood



SITE OPPORTUNITIES

- A progression – could have small stations

SITE CONSTRAINTS

- Too linear
- Not on the beaten path
- Swamp areas - too wet in the top of the trail and the bottom
- Residential - only on street parking
- Too nestled in – it feels like people’s backyard
- No possibility for gathering space
- Students/ vandalism & misbehavior
- The path at the southern part of site is not ADA
- No public transit – have to drive
- Downhill curve is not visible
- No central area

ADDITIONAL SITE INFORMATION

Tualatin City Offices / 1.80 miles by car

Access to Public Transit / 0.60 miles

Parking / On residential streets only

ADA Accessibility / Yes

Water Access/ Views / Views to a creek

Existing Pedestrian Walkways / Yes (Concrete,Asphalt)

Tree Cover / Mix of trees and open spaces

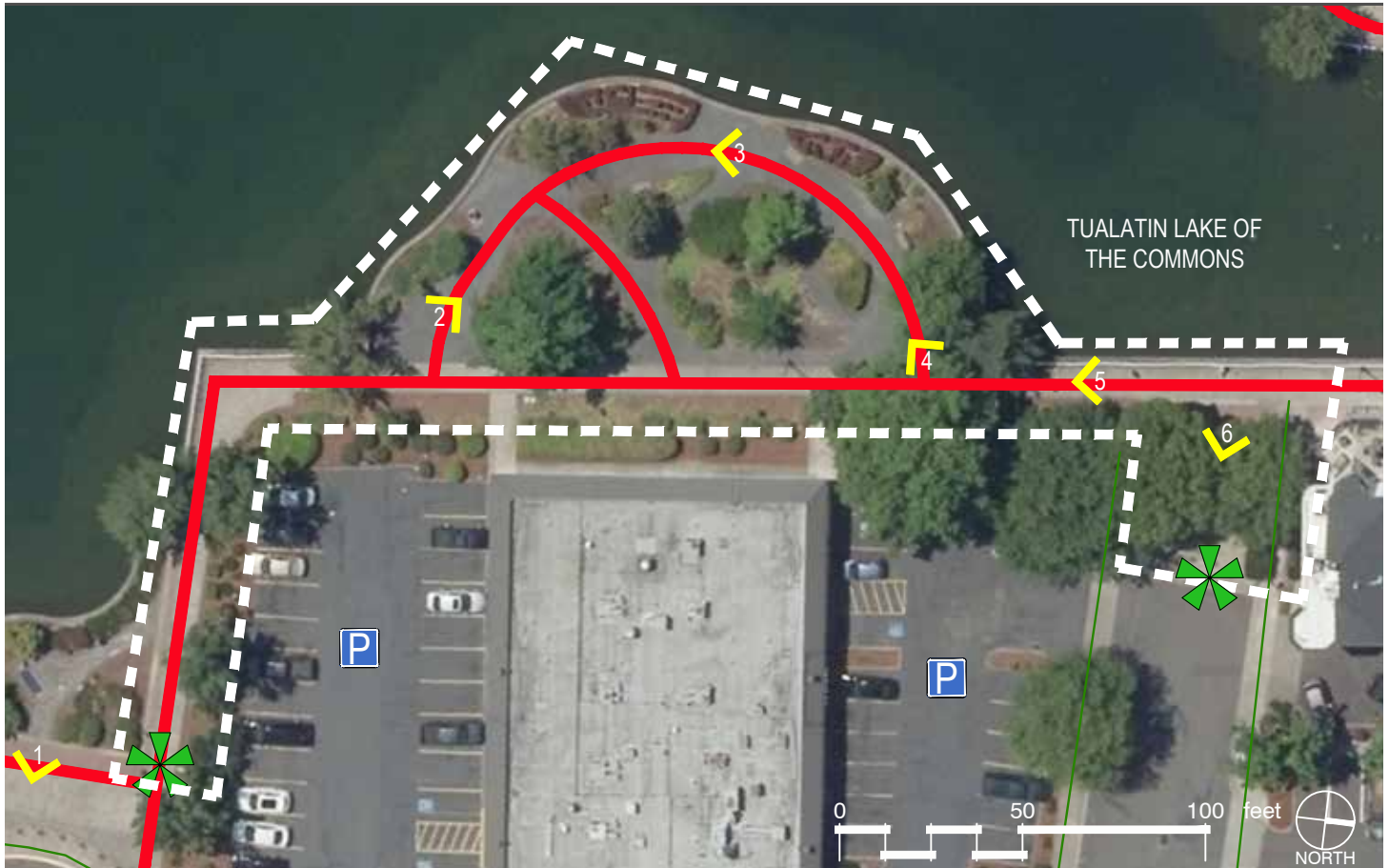
Ambient Noise / Minor, only at street crossings

High Visibility into Site / At street crossings only

Close Proximity / Tualatin High School

Demographics /

- Population Density / Low population density 1346/ mi²
- Median Income by neighborhood: \$91,713
- Race and Ethnicity: 78.9% White, 15.3% Hispanic, 7.8% Other



Site 7: Tualatin Commons

8325 NYBERG ST (EAST, BETWEEN NYBERG & SENECA) / COMMONS

Background Information

Tualatin Commons is a 5.17 acre plaza surrounding the lake in the heart of city. The Commons host many special events including Pumpkin Regatta, Starry Nights and Holiday Lights, and the Concerts and movies on the Commons. The site under consideration is located on the East side of the lake, accessed from the pedestrian walkway that loops the lake and two adjacent surface parking lots. The space overlooks the lake and has pedestrian walkways with seating and pocket plantings.

Other Site Observations

- Prominent site and heavily used with shops/restaurants nearby
- Site paving and landscaping is fatigued and needs upgrades
- Lighting and electrical hookups
- Water fountain nearby and restrooms on other side of pond

Master Plan

Site recommendations for the site focus on overall reinvestment, enhancing the fountain, and maintaining to the original design standards

- Aerate the lake or improve water circulation to upgrade water quality.
- Renovate or replace the surface, system, plumbing, and spray heads at fountain.
- Renovate, improve, and install additional restrooms and storage space.
- Consider addition of non-slip surfacing to improve pedestrian safety.
- Replace amenities and facilities at end of life-cycle.



SITE OPPORTUNITIES

- Central location
- Accessible by public transportation
- Easily accessible
- Very well attended
- Visible
- Water
- City parking lots adjacent to site
- There is a need to redevelop the entire block
- Hotel access and office buildings
- Level site
- Could consider combining commons with commons park site as a singular site
- Walking distance to library and VFW
- Easy access to other trails (Tualatin Community Park, Parks Department, etc.)

SITE CONSTRAINTS

- Too busy and hassle to get to | not conducive for peaceful/reflective space
- Loud
- Spatially small
- Walkway runs through space
- Does it fit in with core of lake? May feel intrusive if not its own thing
- Parking is difficult
- Long walk from other side of commons where accessibility is better
- No public restrooms (closest is library or other side of commons)
- Bus access and parking in adjacent lots difficult
- Needs a covered meeting space
- Lake not an asset because of what is around it; space could be a placemaker if associated an ancillary facility (i.e. building/interior space)
- Not a lot of room for expansion

ADDITIONAL SITE INFORMATION

Tualatin City Offices / .20 miles by car

Access to Public Transit / .20 miles

Parking / Ample free parking in surface lots

ADA Accessibility / Yes

Water Access/ Views / Views to Tualatin Lake

Existing Pedestrian Walkways / Yes (Concrete)

Tree Cover / Partial

Ambient Noise / Minor Nearby Vehicle Traffic

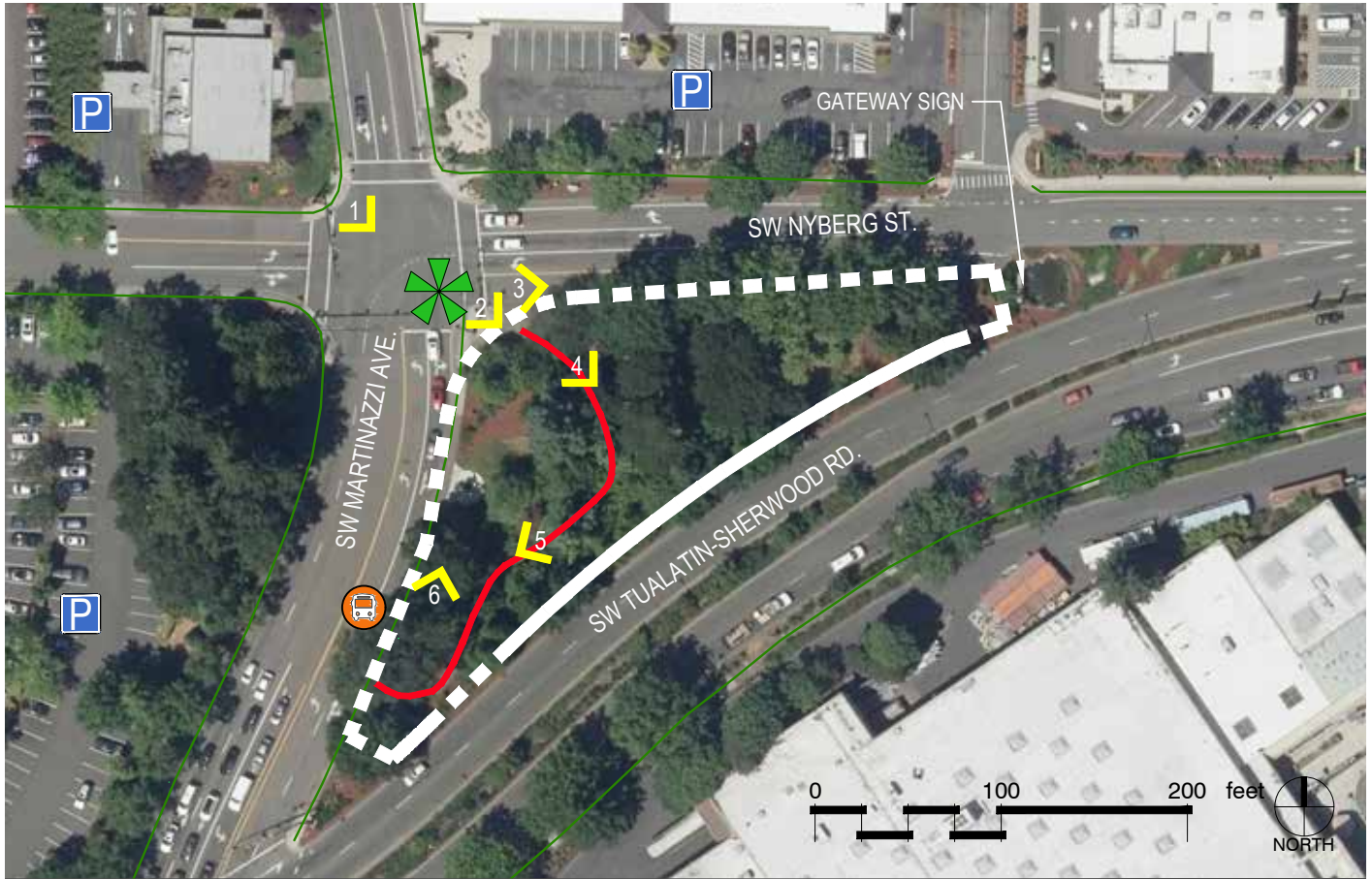
High Visibility into Site / Strong views to site from parking lots and Northern access road

Close Proximity /

- Central Business Core
 - Commons Park
-

Demographics /

- Population Density: Low population density 1278/ mi²
- Median Income by neighborhood: \$42,307
- Race and Ethnicity: 62.5% White, 27.1% Hispanic, 10.4% Other



Site 8: Commons Park

CORNER MARTINAZZI, NYBERG AND TUALATIN-SHERWOOD ROADS / COMMONS

Background Information

Tualatin Commons Park the “Gateway to Tualatin,” located near Interstate 5 along Nyberg Road. It host gateway signage, with strong visibility to traffic coming from the east. The park provides art and passive opportunities. It is bound on all sides by busy streets with two pedestrian connections at northwest and southwest corners. The site is underused, likely due to difficulty of access.

Site Observations

- Shops and restaurants nearby
- Open lots for parking nearby but very difficult to cross busy street
- Potential to explore parking along SW Nyberg Street by removing a traffic lane or taking from the site
- Bus stop at site (SW Martinazzi Ave.)
- Site paving and furnishing are fatigued
- Mature trees throughout
- First park people will see entering Tualatin

Master Plan

Site recommendations focus on maintenance, safety, and adding new touches that enhance its function as a visible gateway.

- Improve sight lines into park.
- Improve site drainage.



SITE OPPORTUNITIES

- Wooded
- Isolated and its own space - could make the whole “island” an experience
- Could remove lane and provide parking and street crossing width
- SW Tualatin-Sherwood Road is under redesign (remove divider with road expansion)
- Natural barrier at edges
- Visible, everyone knows where it is
- Opportunity to change name
- Could re-time crosswalk signals to improve access
- Strong visibility from cars
- Amenities nearby

SITE CONSTRAINTS

- Too noisy & busy (difficult to concentrate on anything)
- Limited parking immediately adjacent to site
- Access to site is difficult / hard to get to (SW crosswalk is long and scary!, long wait times, have to cross busy streets to get to)
- Air quality poor due to idling cars
- Not a strong visual connection into site, so perceived safety issues
- No room for a building
- Not a people place, better appreciation from the car

ADDITIONAL SITE INFORMATION

Tualatin City Offices / .20 miles by car

Access to Public Transit / 0 miles (on-site)

Parking / Free parking available in surface lots nearby, but no parking at site

ADA Accessibility / Yes

Water Access/Views / No

Existing Pedestrian Walkways / Yes (Concrete)

Tree Cover / Mix of trees and open spaces; more dense vegetation along streets

Ambient Noise / Loud; heavy vehicle traffic from Sherwood Rd. & Martinazzi Ave.

High Visibility into Site / vegetation limits views

Close Proximity /

- Central Business Core
 - Tualatin Commons
-

Demographics /

- Population Density: Low population density 1278/ mi²
- Median Income by neighborhood: \$42,307
- Race and Ethnicity: 62.5% White, 27.1% Hispanic, 10.4% Other

Design Program

Programming

At Stakeholder Advisory Committee Meeting III, members were guided through a programming activity to brainstorm project elements for the future memorial site. As illustrated below, the resulting design program:

1. Identifies program elements or a list of uses/improvements for the site that have physical attributes
2. Establishes metrics for program elements such as quantity or size
3. Describes spatial qualities needed to accomplish objective(s)
4. Shares design ideas of ways objective(s) can be expressed physically

Content was generated using key themes and objectives that arose from Stakeholder Advisory Committee Meetings, Community Engagement Meetings and Surveys (see example) and provided objective criteria to assess site suitability.

EXAMPLE

Objective: provide space for events & gatherings

1. Program Element: Gathering Space
2. Metric: provide a space with a capacity of 50 people standing
3. Spatial Qualities: large, flexible open space; quiet; visible
4. Design Ideas: Open lawn, plaza, etc.

Design Program

Program Elements	Metrics	Spatial Qualities	Design Ideas
Gathering space Power source Stage	50 people standing/30 people sitting	Flexible/balance size with overall space	Stage
Intimate/Passive spaces with seating	2-3 people		Benches/sequence of smaller spaces/picnic tables (maybe temp.)
Space for solitude		Quiet/reflective/calming/peaceful	Water/reflective surface/plantings/colors
Space for personal storytelling		Passive	Small stage/platform Use technology - Digital storytelling - Social media (hashtag to share an experience) Partners with library and historical society
Dedication area	Inclusive of all		Various branches of service OR general so inclusive
Recreation space		Can accommodate activities/less structured	Not a sports court/ programmable space/trails/ land nav. course

Preferred Site Selection

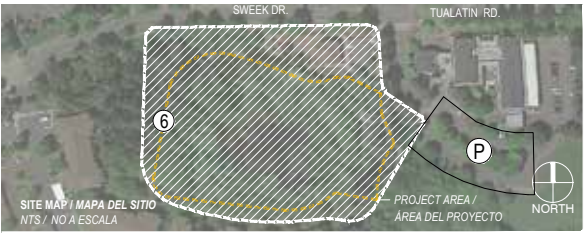
Site Concept Diagrams & Preferred Site Selection

The consultant team used the design program to assemble Site Concept Diagrams for Brown's Ferry Park, Sweek Pond Natural Area and Tualatin Commons. Diagramming is conceptual only, intended to illustrate how a site could be developed. These diagrams formed the basis of Survey III. **Survey results selected Tualatin Commons as the preferred site for a future Tualatin Veterans Memorial.**

Next Steps

This report is the "road map" to Tualatin's Veterans Memorial, clearly outlining public sentiment and what is held as important and essential to this future community space. Next steps will building on these extensive outreach findings, with the development of concept designs for the Memorial, located at the preferred Tualatin Commons site. Through this Schematic Design phase, a consultant team will conduct additional public outreach and establish design intent for the memorial. Once a preferred schematic design is selected and associated costs outlined, funding opportunities can be determined for construction documentation and installation.



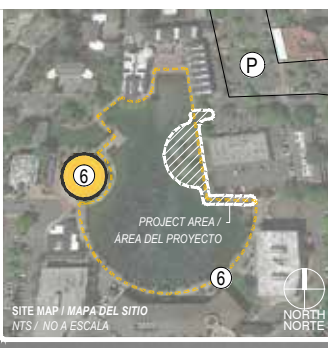
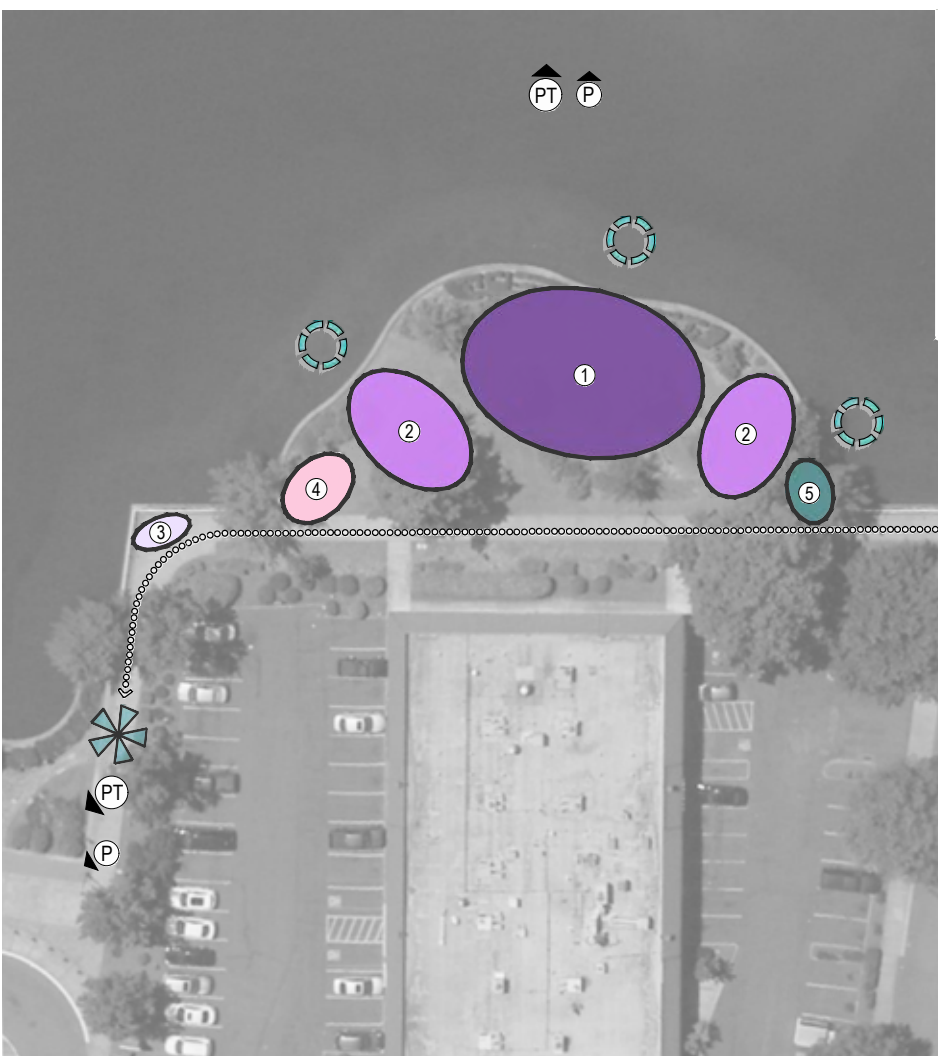


- LEGEND / LEYENDA**
- ① GATHERING SPACE
ESPACIO PARA REUNIONES
 - ② INTIMATE/PASSIVE SPACE W/ SEATING
ESPACIO ÍNTIMO O TRANQUILO CON ASIENTOS
 - ③ SPACE FOR SOLITUDE
ESPACIO PARA ESTAR A SOLAS
 - ④ SPACE FOR PERSONAL STORYTELLING
ESPACIO PARA CONTAR HISTORIAS PERSONALES
 - ⑤ DEDICATION AREA
ÁREA DE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

SWEEK POND
SITE CONCEPT DIAGRAM
DIAGRAMAS DE CONCEPTO DEL SITIO

0 50 100 feet
SCALE: 1" = 50'
ESCALA: 1" = 50'

NORTH
NORTE



- LEGEND / LEYENDA**
- ① GATHERING SPACE
ESPACIO PARA REUNIONES
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 - ⋯ PEDESTRIAN CIRCULATION
CIRCULACIÓN PEATONAL

TUALATIN COMMONS
SITE CONCEPT DIAGRAM
DIAGRAMAS DE CONCEPTO DEL SITIO

0 30 60 feet
SCALE: 1" = 30'
ESCALA: 1" = 30'

NORTH
NORTE

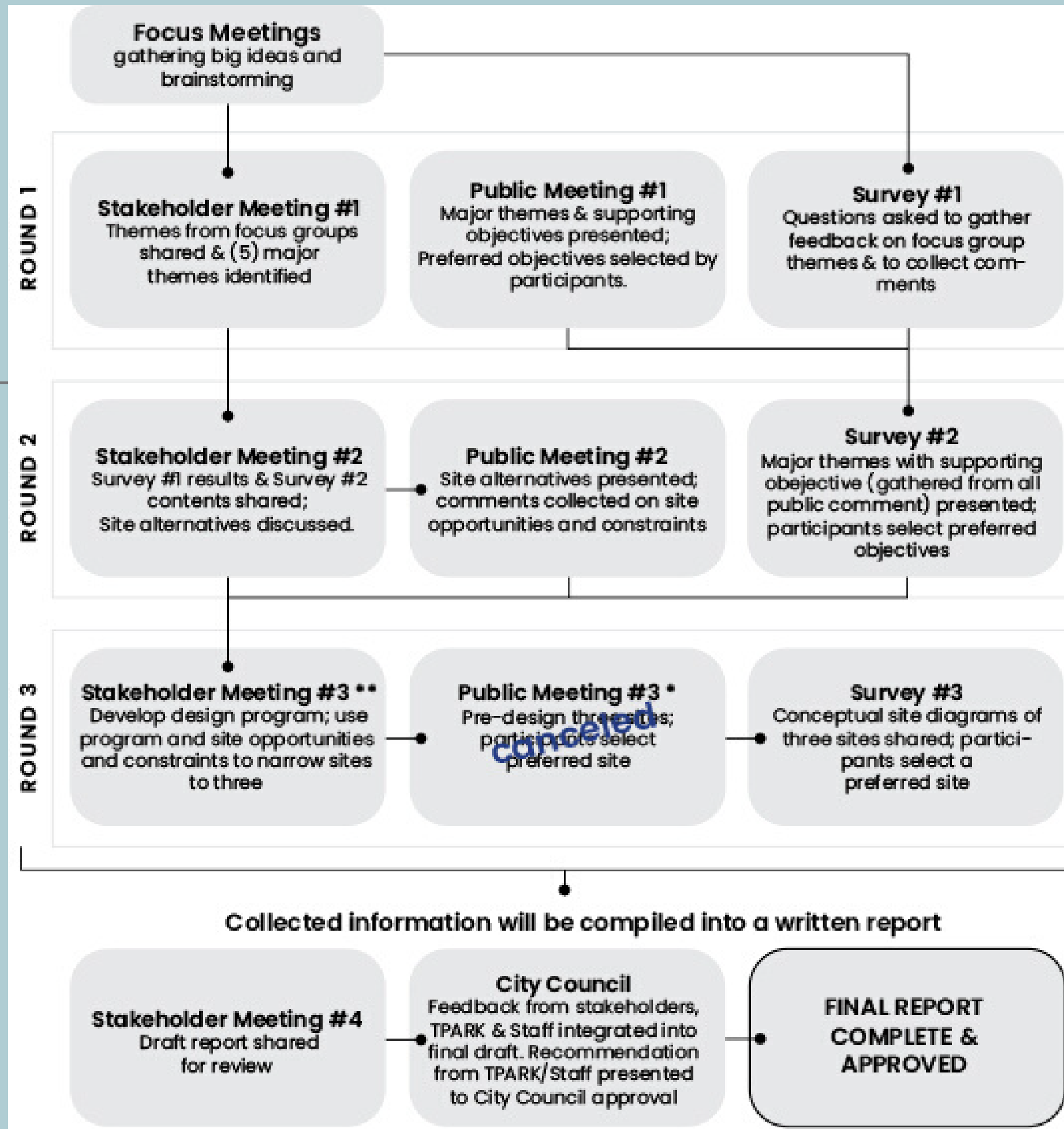
JUNE 22, 2020



Veterans Memorial Presentation

City of Tualatin Parks & Recreation

Process Overview




Public Information & Notification

- Online
- Social
- Print
- Media

M Assistant to the City Manager Megan George, City of Tualatin AGENCY

What Does a Veterans Memorial Mean to You? ¿Qué Representa Para Usted Un Monumento Conmemorativo?

We are asking you to share your thoughts on this topic and enjoy some tasty refreshments during a series of meetings over the next three months. Each will focus on a different aspect of the project from themes to location; we hope you will join us at one or all three! Tualatin Public Library Community Room 18878 SW Martinazzi See more...



16 Jan · Subscribers of City of Tualatin

👍 Thank 💬 Comment 😊 2 💬 4

See 2 previous comments

T Tracy Bell, CIO District 4
I read about this in the paper that is delivered - as a veteran, I think it is important to be involved in projects such as this. There are plenty of folks who will have something... See more

17 Jan Thank Reply 😊 1

D David Cagle, Ibach CIO
I agree with you Tracy. As a veteran of the Iraq war, I think its important for us veterans to share our ideas on this. Its important to remember the sacrifice the men and women... See more

17 Jan Thank Reply 😊 2

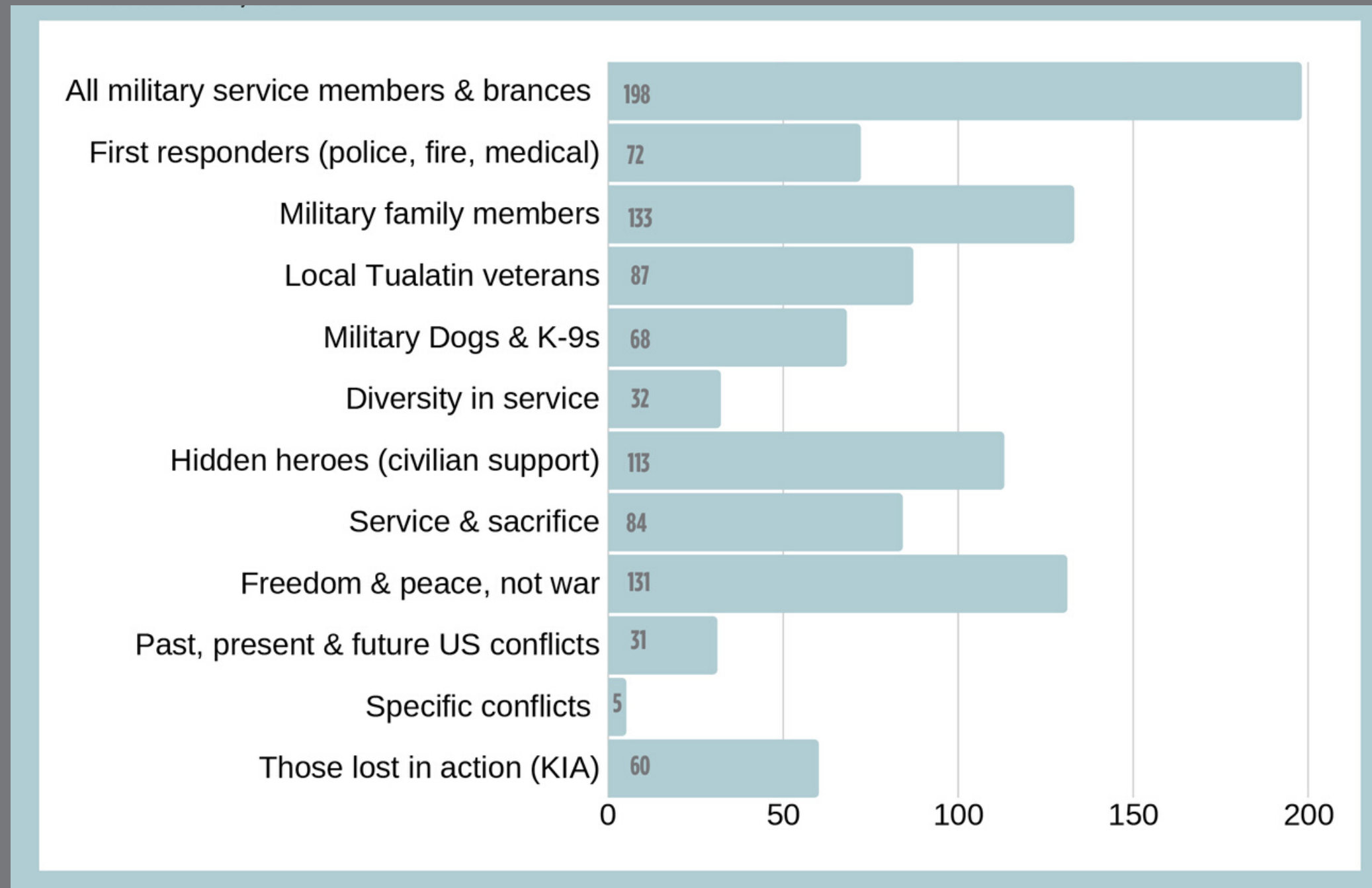
Community Outreach & Engagement

- Focus Groups
- Outreach (Starry Nights, Library Pop Up)
- Stakeholder Advisory Committee
- Community Engagement Meetings



- Veterans Memorial Survey I
 - Gather community sentiment on themes from focus groups
 - 106 responses
- Veterans Memorial Survey II
 - Determine design themes, objectives and who to honor
 - 320 responses
- Veterans Memorial Survey III
 - Select a preferred site
 - 262 responses

Who/What the Memorial Should Honor



- All military service members & branches
- Military family members
- Freedom & peace, not war
- Hidden heroes (civilian support)

Veterans Memorial Presentation

City of Tualatin Parks & Recreation

Core Themes & Objectives

Through outreach and engagement with the community, five (5) core themes and associated objectives proved to be fundamental to the vision of the memorial:

CONNECTION

Sense of community and belonging; feeling that one matters; commitment to one another.

- Recognizing all who have served & sacrificed
- Honors families & others affected
- Empathy & understanding for Veterans experiences
- Celebrates community

ENGAGEMENT

Captures attention and promotes active interaction with visitors.

- Space for events & gatherings
- Space for benches, picnic tables & trails
- Encourages conversation & storytelling
- Space for active recreation

EXPERIENCE

Connection to the space by engaging the senses.

- Welcoming to all
- Sense of peace & memory
- Focus on positive, not violence
- Does not celebrate war
- Interactive & engaging

Outreach responses gave clear direction on who and what the memorial is not. Repeatedly, public comments stated the memorial should not emphasize war or glorify violence in any way. Rather, it should focus on service, and a positive message. There was also a strong preference to avoid overwhelming amounts of information and educational facts, but rather to create an inclusive space, welcoming to all in the community. Finally, much discussion was generated regarding who the memorial should or should not honor. Survey results clarified the memorial should not focus on first responders and specific references to conflicts or people.

SHARED VALUES

Common beliefs, ethics, concepts or principles that are important and lasting.

- Service
- Respect
- Sacrifice
- Inclusive/Diversity
- Honor

TIMELESS

Considers the past, present and future; has relevance for generations; can change over time; remains adaptable.

- Honors military service
- Includes past, present & future
- Adaptable & able to evolve
- Peaceful conflict resolution

Core Themes & Objectives

Veterans Memorial Presentation

City of Tualatin Parks & Recreation

Site Assessments

- Brown's Ferry Park
- Sweek Pond Natural Area
- Toman & Van Rijn City Properties
- Little Woodrose Natural Area
- Indian Meadows Greenway
- Chieftain Dakota Greenway
- Tualatin Commons
- Commons Park



Veterans Memorial Presentation

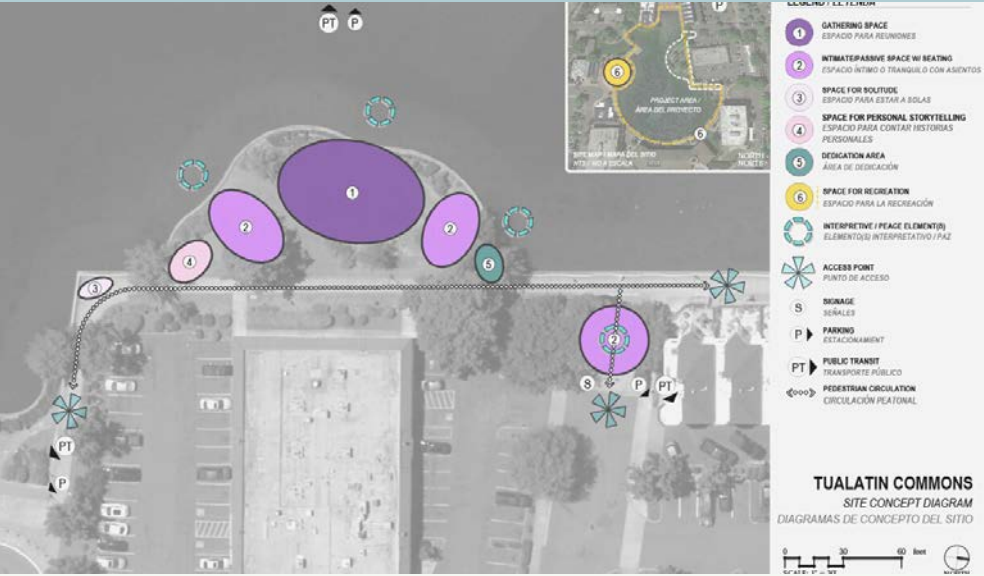
City of Tualatin Parks & Recreation

Design Program

- Gathering Space
- Intimate & Passive Spaces with Seating
- Space for Solitude
- Space for Personal Storytelling
- Recreation Space
- Dedication Area
- Interpretive Elements
- Signage
- Parking
- Public Transportation



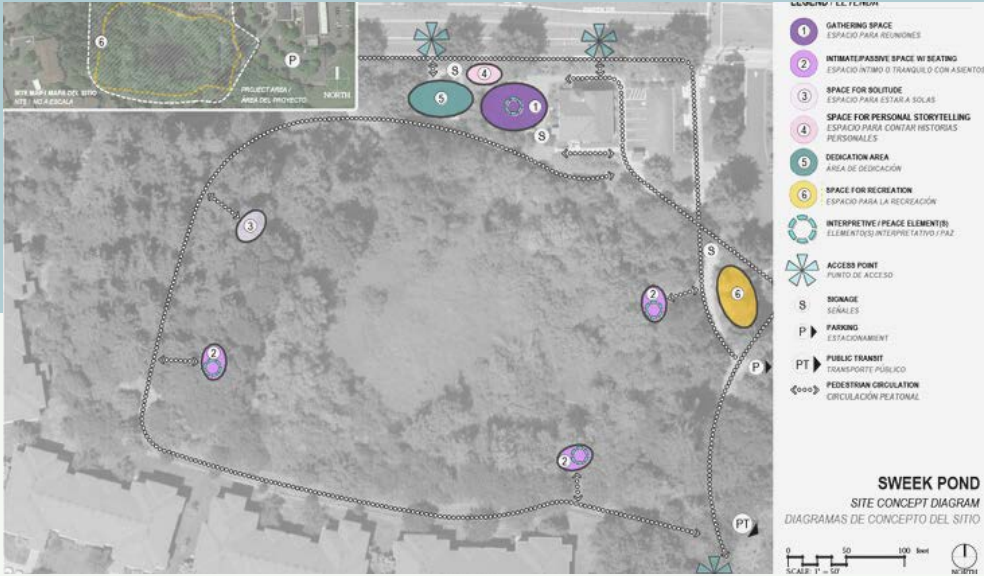
Preferred Site Locations



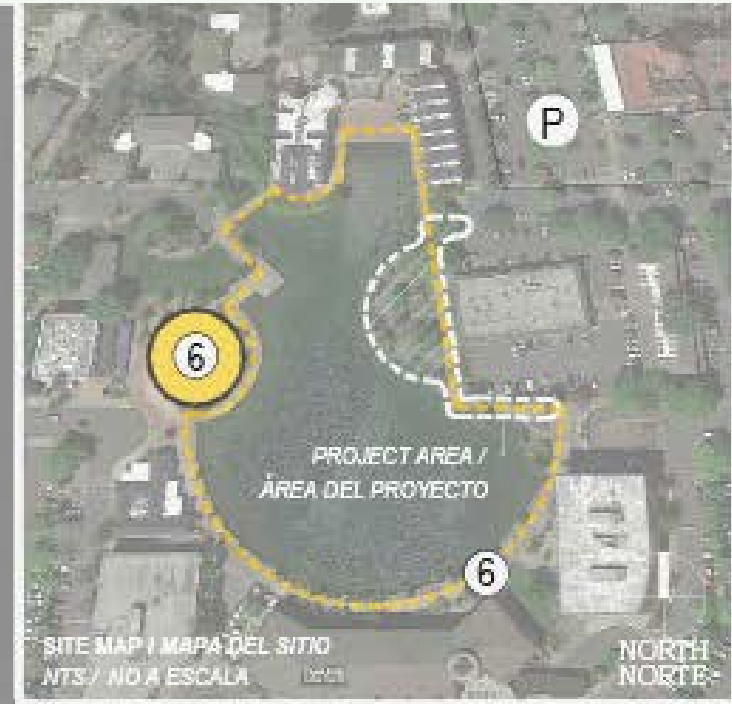
TUALATIN COMMONS
Preferred Location



BROWN'S FERRY PARK



SWEEK POND NATURAL AREA



LEGEND / LEYENDA

- ① **GATHERING SPACE**
ESPACIO PARA REUNIONES
- ② **INTIMATE/PASSIVE SPACE W/ SEATING**
ESPACIO ÍNTIMO O TRANQUILO CON ASIENTO
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- ⋯ **PEDESTRIAN CIRCULATION**
CIRCULACIÓN PEATONAL

TUALATIN COMMONS

SITE CONCEPT DIAGRAM
 DIAGRAMAS DE CONCEPTO DEL SITIO

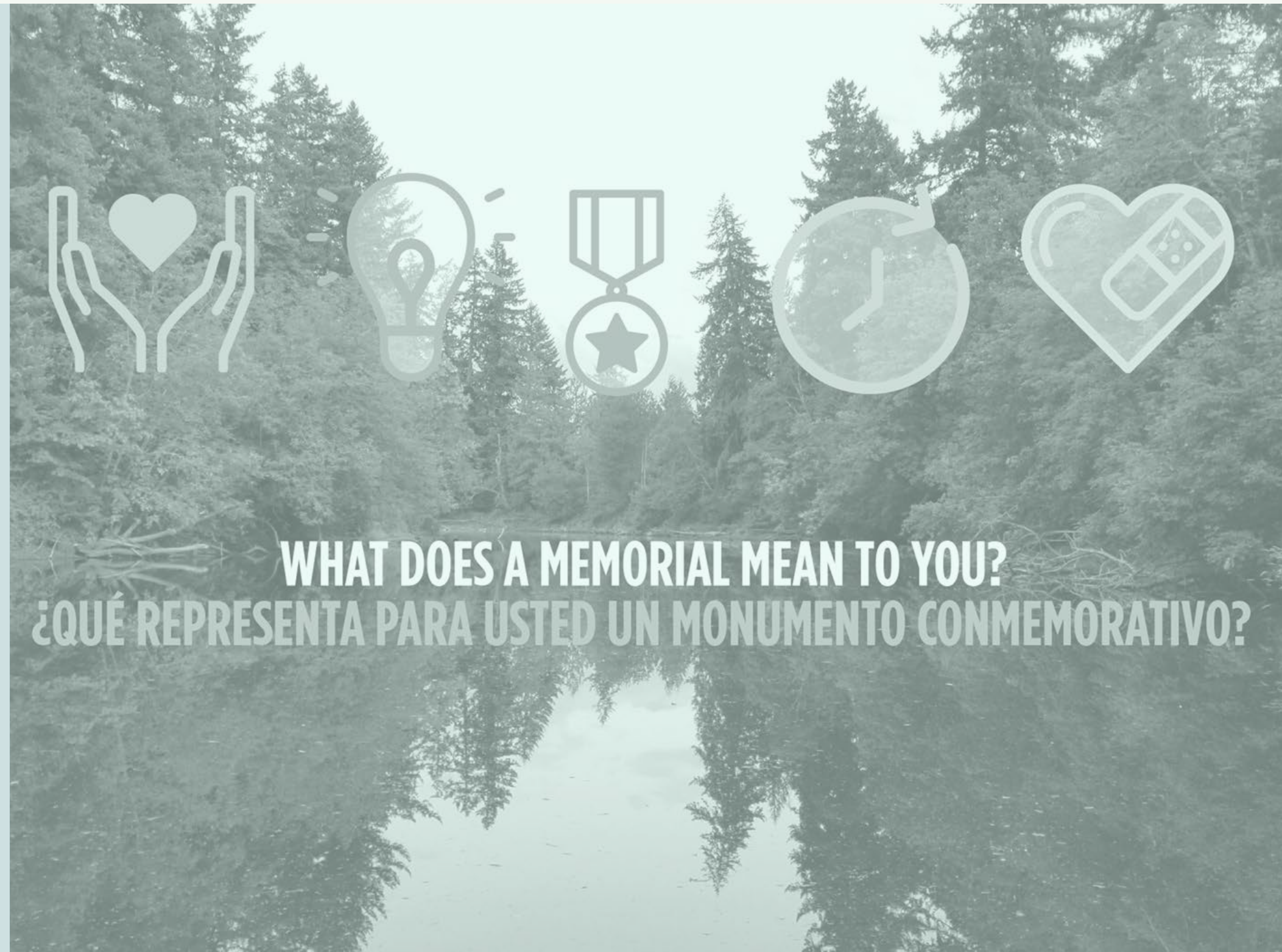


Next Steps

Veterans Memorial Presentation

City of Tualatin Parks & Recreation

- Design Development at Tualatin Commons
- Public Engagement
- Selection of Schematic Design
- Determine Construction Costs
- Identify Funding Opportunities



WHAT DOES A MEMORIAL MEAN TO YOU?
¿QUÉ REPRESENTA PARA USTED UN MONUMENTO CONMEMORATIVO?



Questions

Veterans Memorial Presentation

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
Kyla Cesca, Office Manager

DATE: June 22, 2020

SUBJECT:
National Pollinator Week Proclamation

EXECUTIVE SUMMARY:

The City of Tualatin is a certified Bee City USA affiliate and committed to Raise Awareness, Enhance Habitats and Celebrate Achievements. The National Pollinator Week Proclamation is part of our goal to make a difference in reversing the threat currently facing native pollinators.

ATTACHMENTS:

Proclamation

Proclamation

*Declaring the Week of June 22 - June 28, 2020 as
National Pollinator Week in the City of Tualatin*

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

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that: the City of Tualatin designates the week of June 22-28, 2020 as National Pollinator Week in the City of Tualatin.

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

The City of Tualatin community supports Bee City USA in their recognition of the value of pollinators by proclaiming June 22-28, 2020, as National Pollinator Week in Tualatin.

INTRODUCED AND ADOPTED this 22nd day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: June 22, 2020

SUBJECT:
Consideration of Approval of the Regular Meeting Minutes of June 8, 2020

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

ATTACHMENTS:

-City Council Regular Meeting Minutes of June 8, 2020



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JUNE 08, 2020

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

Call to Order

Mayor Bubenik called the meeting to order at 7:02 p.m.

Public Comment

Scott Mitton recommended the City consider making the following changes at the Police Department: create a citizen review committee to evaluate policies around excessive force, a citizen review committee to oversee any disciplinary action of an Officer, and put procedures in place for citizen review of the death of any person related to excessive force. He encourage the Council to seek greater citizen involvement on these matters.

Consent Agenda

Motion to adopt the consent agenda made by Councilor Kellogg, 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 Work Session and Regular Meeting Minutes of May 26, 2020
2. Consideration of Approval of a Change in Liquor License Application for Buffalo Wild Wings
3. Consideration of Approval of a Liquor License Application for Red Robin Gourmet Burgers and Brews
4. Consideration of **Resolution No. 5497-20** an Amendment to the Intergovernmental Agreement between Washington County and the City of Tualatin for the Washington County Community Development Block Grant Program
5. Consideration of **Resolution No. 5498-20** Resolution Authorizing Solid Waste and Recycling Rate Adjustments 2020

Special Reports

1. Presentation of the 2019 Tualatin Planning Commission Annual Report

Planning Manager Steve Koper introduced Planning Commissioner Alan Aplin. Commissioner Aplin recapped the Planning Commission action items for 2019 including recommendations on conditional use permits and plan text amendments.

Mayor Bubenik thanked committee members for their hard work and dedication to the commission over the past year.

Council President Grimes thanked the committee for making thoughtful decisions for the city. She stated she enjoys serving as the council liaison and working with the commission members.

Public Hearings - Legislative or Other

1. Consideration of **Resolution No. 5496-20** Declaring the City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2020-21

Director Hudson stated in order for the city to receive state shared revenues the city must hold two public hearings. He noted the first public hearing was held before the budget committee and the second is being held tonight. Director Hudson stated the city is set to receive \$413,890 in state revenue sharing funds in FY 2020-21.

Motion to adopt Resolution No. 5496-20 declaring the city's election to receive State Revenue Sharing Funds during Fiscal Year 2020-21 made by Councilor Pratt, Seconded by Council President Grimes.

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

MOTION PASSED

2. Consideration of updates to Mixed Use Commercial Provisions of the Tualatin Development Code to apply a Mixed Use Commercial Zone in the Area Subject to the Existing Provisions of the Mixed Use Commercial Overlay Zone (Chapter 57 of the Development Code)

Mayor Bubenik opened the hearing for consideration of updates to the Mixed Use Commercial provisions of the Tualatin Development Code to apply a Mixed Use Commercial Zone in the area subject to the existing provisions of the Mixed Use Commercial Overlay Zone (Chapter 57 of the Development Code). He read the rules of the hearing in accordance with ORS 197.763(5) and (6) and ORS 197.796(3)(b).

Associate Planner Erin Engman presented Plan Text and Plan Map Amendment 20-0001 regarding the establishment of a Mixed Use Commercial zone. She stated Council directed staff to determine the feasibility of increasing the maximum height in the Mixed Use Commercial Overlay District and ensure the transportation system can support the related impact. Planner Engman stated the proposed amendments tonight affect portions of the Bridgeport area located west of I-5 and north of SW Lower Boones Ferry Road. She stated staff found that reformatting the overlay district into a zoning district, known as the Mixed Use Commercial (MUC) District, would provide greater clarity and certainty to better communicate the City's commitment to supporting mixed use development in the Bridgeport Village area. Planner Engman stated the proposal tonight increases the maximum building height to 70 feet district wide and 100 feet in limited geographic areas. She stated the comprehensive plan updates and development code updates acknowledge the new zone and align and clean-up existing code. Planner Engman stated all applicable criteria related to the PTA and PMA have been met. She added there is no significant impact added to the transportation system as defined by OAR.

Planning Commissioner Alan Aplin stated the Planning Commission recommends approval of the proposed amendments.

Planner Engman stated staff recommends approval of the proposed amendments.

PUBLIC COMMENT

None.

COUNCIL DISCUSSION

Councilor Pratt asked if any public comment was received during the noticing period. Planner Engman stated staff did not receive any feedback. She noted staff did engage surrounding neighbors of the new district and the feedback was positive.

Councilor Morrison stated the area is a prime opportunity for low income housing. He asked how the new zoning would affect the ability for residential to be there. Planner Engman stated the proposed amendments includes mixed-used family residential.

Councilor Brooks asked if light rail doesn't move forward in the area how would traffic density be mitigated. Planner Engman stated the transportation study they ran was based on the existing transportation system and didn't include the flexibility of light rail in the area. She noted the addition of light rail would ease traffic in the area.

COUNCIL DELIBERATIONS

Councilor Grimes asked if a hotel had made an application for that area. Planner Engman stated a formal pre-application meeting has not occurred at this time.

Councilor Brooks asked about increased density in the area around the Commons. Planning Manager Steve Koper stated a significant amount of work would have to happen to change the zoning around the commons. They are tracking items at the state level that could affect change in the area in the future.

Councilor Kellogg stated the PTA unlocks value in an area that will serve the community well.

Motion to approve Plan Text and Plan Map Amendment 20-0001 regarding the establishment of a Mixed Use Commercial zone made by Councilor Kellogg, Seconded by Councilor Morrison.
Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes, Councilor Pratt
MOTION PASSED

Council Communications

Councilor Pratt commended the Police Department for working with the organizers of the protest that happened in Tualatin.

Councilor Kellogg thanked city staff for organizing quickly to keep everyone safe at the protest last week.

Councilor Brooks spoke in support of Gun Violence Awareness Day and the Wear Orange Campaign to reduce gun violence in our community.

Councilor Brooks requested a \$100,000 placeholder for the Climate Action Plan be added to the city's budget for next year. She believes the addition will help add perspective to the decision making process.

Councilor Pratt asked what funds would need to be moved to make this happen. Director Hudson stated he would move money from the contingency line.

Councilor Morrison would prefer the money be left in contingency. He stated Clackamas County and Metro are working towards creating a funding mechanism to fund plans like this.

Councilor Kellogg asked if there is room in staff's work plan for next year to work on this. City Manager Lombos stated a scoping discussion is slated for a work session in the fall. Councilor Kellogg encouraged the Council to wait on moving funds until the scope for the project can be determined.

Council President Grimes asked how Councilor Brooks arrived at the \$100,000. Councilor Brooks stated she looked at what other surrounding cities have spent.

Councilor Reyes stated she needs to understand the plan more before making a decision.

Councilor Pratt asked what the timeframe would be for this project. City Manager Lombos stated staff will be coming to the Council in the fall to begin scoping the project. Councilor Pratt asked if the city where to wait for funds from one of the counties how long would that take. City Manager Lombos stated she doesn't believe Clackamas County will be issuing funds. She stated Clackamas County is working on a plan that includes Tualatin that the city would be able to leverage that work.

Mayor Bubenik stated there is not Council consensus to move this item into the budget at this time. He noted the item will be back to Council in the fall for further consideration.

Councilor Morrison stated his appreciation and thanks to Chief Steele for the work he has done partnering with the community.

Councilor Reyes thanked Chief Steele for his willingness to listen to the community.

Council President Grimes stated the Police Department does a great job and she appreciates their level of integrity.

Mayor Bubenik thanked Chief Steele for his response to the organized protest in Tualatin last week. Mayor Bubenik stated he attended the Westside Economic Alliance Forum, Metro Mayor's Consortium meeting, Greater Portland Inc. meeting, Chamber of Commerce Board meeting, Veteran's Memorial Committee meeting, Washington County Chairs meeting, Clackamas County Chair and Mayors meeting, and the League of Oregon City call regarding COVID-19.

Mayor Bubenik stated The Obama Foundation has reached out to all Mayor's to pledge their support for four items in their communities. Items include engaging your community in a wide variety of input in the review of police use of force policies, report findings to the community and ask for feedback on the policies, and then reform your police use of force policies. Mayor Bubenik asked for the Councils support in taking the pledge.

Chief Steele stated the police department welcomes the thoughtful changes that are being recommended. He believes in the need for transparency in policing.

City Manager Lombos stated this is important and the city will make time to make these items happen.

Councilor Brooks stated she is excited to be an example and strengthen our organizations transparency in policing.

The council was in favor of the Mayor signing the Obama Pledge.

Adjournment

Mayor Bubenik adjourned the meeting at 8:45 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: Nicole Morris, Deputy City Recorder
DATE: 6/22/2020

SUBJECT:

Consideration of Approval of a New Liquor License Application for Lugano Cafe

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Lugano Cafe.

EXECUTIVE SUMMARY:

Lugano Cafe has submitted a new application under the liquor license category of full on-premises and off-premise. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. They would also be permitted to sell malt beverages for off-site consumption in securely covered containers provided by the customer. The business is located 18041 SW Lower Boones Ferry Rd, #6. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- Application
- Vicinity Map



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

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

Date 26 May 20

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

SECTION 1: TYPE OF APPLICATION

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

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): LUGANO CAFE

Business address 18041 SW LOWER BOONER FERRY RD #16 City TIGARD State OR Zip Code 97224

Mailing address SAME City _____ State _____ Zip Code _____

Telephone # 503 430-8097 Fax # _____

Email luganocatering@gmail.com

Name(s) of business manager(s) First JOHN Middle CHARLES Last OLIVERIO

Date of birth _____ Social Security # _____ ODL# _____ M F

Home address _____ City _____ State _____ Code _____
(attach additional pages if necessary)

Type of business RESTAURANT

Type of food served STANDARD BREAKFAST, LUNCH

Type of entertainment (dancing, live music, exotic dancers, etc.) HOUSE PLAYLIST

Days and hours of operation DAILY 7-4

Food service hours: Breakfast 7-4 Lunch 7-4 Dinner 7-4

Restaurant seating capacity 46 Outside or patio seating capacity 10

How late will you have outside seating? 4:00 How late will you sell alcohol? 4:00

How many full-time employees do you have? 4 Part-time employees? 4

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants ORCA Semiconductor LLC
DBA LUIGANO CAFE

Type of liquor license (refer to OLCC form) Full ON PREMISE, OFF PREMISE

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

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

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

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

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

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

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

Full name: _____ N/A _____ Date of birth: _____
Residence address: _____

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

SECTION 4: APPLICANT SIGNATURE

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

Signature:  _____ Date: 26 MAY '20

For City Use Only

Sources Checked:

- DMV by B
- LEADS by B
- TuPD Records by B
- Public Records by B

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

- Granted
- Denied

Cause of unfavorable recommendation: _____

Signature: Bill Steele

Date: 6-7-2020

Bill Steele
Chief of Police
Tualatin Police Department





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Stacy Ruthrauff, Human Resources Director
DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5499-20** Approving and Authorizing Provision of Workers Compensation Insurance Coverage to Volunteers of the City of Tualatin

RECOMMENDATION:

Staff recommends adopting the attached Resolution.

EXECUTIVE SUMMARY:

Pursuant to ORS 656.031, the City will provide workers' compensation coverage to volunteers, which necessitates a resolution of the governing body declaring its intent to cover volunteer personnel including a description of the work to be performed by such personnel. This resolution allows the City to effectively utilize volunteers and have their work covered in the event of injury.

FINANCIAL IMPLICATIONS:

Funds to cover workers compensation premiums for volunteers are included in the FY2020-21 budget.

ATTACHMENTS:

- Resolution for Volunteer Workers Compensation Coverage
- Saif Volunteer Resolution Addendum A

-

RESOLUTION NO. 5499-20

A RESOLUTION APPROVING AND AUTHORIZING THE PROVISION OF WORKERS' COMPENSATION INSURANCE COVERAGE TO VOLUNTEERS OF THE CITY OF TUALATIN

WHEREAS, an assumed monthly wage of \$800 per month will be used for public safety volunteers;

WHEREAS, an aggregate assumed annual wage of \$2,500 will be used per volunteer board, commission and/or council for the performance of administrative duties;

WHEREAS, an assumed monthly wage of \$800 per month will be used for public officials for the performance of volunteer non-administrative, manual labor duties other than those covered under the administrative duties above;

WHEREAS, non-public safety volunteers will track their hours and the Oregon minimum wage will serve as the assumed wage for both premium and worker's compensation benefit calculations. SAIF Oregon Workers Compensation will assign the appropriate classification code according to the type of volunteer work being performed;

WHEREAS, volunteers at public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation;

WHEREAS, the City of Tualatin agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service and make them available at the time of a claim or audit to verify coverage; and

WHEREAS, the City is requesting the coverage, as provided by ORS 656.031, and as approved by SAIF.

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

Section 1. Pursuant to ORS 656.031, the City of Tualatin will provide workers' compensation coverage for the Policy Year 2020-21 to the classes of volunteer workers listed in this resolution and in Attachment A, which is attached and incorporated herein, listing volunteer assignments, noted on SAIF payroll schedule and verified at audit.

///

///

Section 2. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED by the City Council this 22nd day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

ATTACHMENT A
Resolution No. 5499-20



**City of Tualatin
Volunteer Resolution**

Resolution No.: 5499-20

Effective Date: 07/01/2020

A resolution extending workers' compensation coverage to volunteers of the City of Tualatin in which the City of Tualatin elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on SAIF payroll schedule, and verified at audit:

1. Public Safety Volunteers

Applicable X Non-applicable _____

An assumed monthly wage of **\$800 per month** will be used for public safety volunteers in the following volunteer positions (check all that apply):

- Police reserve
- Search and rescue
- Firefighter
- Emergency medical personnel
- Ambulance drivers
- Other *[List specifically by title]*

2. Volunteer boards, commissions, and councils for the performance of administrative duties.

Applicable X Non-applicable _____

a. An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- a. Tualatin City Council
- b. Tualatin Planning Commission
- c. Tualatin Budget Advisory Committee
- d. Tualatin Urban Renewal Advisory Committee
- e. Tualatin Architectural Review Board
- f. Tualatin Library Advisory Committee

ATTACHMENT A

- g. Tualatin Parks Advisory Committee
- h. Tualatin Arts Advisory Committee
- i. Tualatin Core Area Parking District Board
- j. Juanita Pohl Center Advisory Committee

3. Manual labor by elected officials.

Applicable X Non-applicable _____

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above

4. Non-public safety volunteers

Applicable X Non-applicable _____

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. SAIF will assign the appropriate classification code according to the type of volunteer work being performed. (List specific non-public safety volunteers below)

- X Parks and recreation
- X Senior center
- X Public works
- X Library
- X Juanita Pohl Center
- X Operations
- X Police
- X Community Development
- X Finance
- X Administration
- X Legal
- X Information Services

5. Public Events

Applicable X Non-applicable _____

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation: (List specific events)

- a. MLK Make it a Day On
- b. Arbor Week
- c. Blender Dash
- d. Tualatin Youth Advisory Council Haunted House

ATTACHMENT A

- e. Starry Nights and Holiday Lights

6. Community Service Volunteers/Inmates

Applicable _____ Non-applicable X

7. Other Volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that the City of Tualatin:

- a. Provides at least two weeks' advance written notice to SAIF underwriting requesting the coverage
- b. SAIF approves the coverage and date of coverage
- c. SAIF provides written confirmation of coverage

The City of Tualatin agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

Now, therefore, be it resolved by the City Council of the City of Tualatin, Oregon to provide workers' compensation coverage as indicated above.

Adopted by the **City of Tualatin and the City Council** this 22nd day of June, 2020.

Please see the original Resolution for signatures/authority.

Signature of Authorized Representative Printed Name Title

Attest by _____ this ____ day of _____, 20__.
Printed Name

Signature Title



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: May 22, 2020

SUBJECT: Consideration of **Resolution No. 5500-20** Awarding the Contract for Intersection Safety Camera Equipment and Services.

ISSUE BEFORE THE COUNCIL:

Award the contract for intersection safety camera equipment and comprehensive services related to enforcement.

RECOMMENDATION:

Staff recommends that Council approve the resolution to allow the City Manager to execute a contract with Redflex Traffic Systems, Inc. to provide photo red light enforcement equipment and comprehensive services.

EXECUTIVE SUMMARY:

The purpose of the Request for Proposals (RFP) was to find a qualified firm that will best provide the City with equipment for photo red light enforcement along with comprehensive services related to enforcement that helps the City enforce red light traffic laws in Tualatin. The intersections and approaches are those previously identified by the city, based on survey and crash data:

SW Tualatin-Sherwood Road at SW Avery and SW 112th Avenue
SW Lower Boones Ferry Road at SW Bridgeport and SW 72nd Avenue

The RFP was advertised in the Daily Journal of Commerce on March 6, 2020. Two bids were received prior to the close of the bid period on March 27, 2020. A notice of intent to award of a five-year contract was made to Redflex Traffic Systems, Inc. on April 20, 2020.

ATTACHMENTS:

Resolution 5500-20 Awarding contract to Redflex Traffic Systems, Inc.
Agreement between the City of Tualatin and Redflex Traffic Systems, Inc.

RESOLUTION NO. 5500-20

A RESOLUTION AWARDING A CONTRACT TO REDFLEX TRAFFIC SYSTEMS, INC., TO PROVIDE RED LIGHT PHOTO ENFORCEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT

WHEREAS, Motorists' failure to stop for a red light or exceeding the posted speed limit at an intersection poses a significant risk to life and property;

WHEREAS, the City's conducts a Photo Red Light Enforcement Program to reduce the incidents of vehicle collisions at traffic intersections and city streets;

WHEREAS, on March 6, 2020, the City issued a Request for Proposal for Photo Enforcement and Related Services and evaluated all proposals received;

WHEREAS, the City issued a notice to award the contract to Redflex Traffic Systems, Inc., and negotiated a contract; and

WHEREAS, awarding the contract to Redflex Traffic Systems, Inc., to provide photo red light enforcement services is in the best interest of the City.

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

Section 1. The City awards the contract for Photo Red Light Enforcement Services to Redflex Traffic Systems, Inc.

Section 2. The City Manager is authorized to execute a contract with Redflex Traffic Systems, Inc., to provide Photo Red Light Enforcement Services.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 22nd day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF TUALATIN, OREGON AND REDFLEX TRAFFIC SYSTEMS, INC. FOR AN AUTOMATED PHOTO ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this _____ day of June 2020 ("Execution Date") by and between Redflex Traffic Systems, Inc., a Delaware Corporation ("Redflex"), and the City of Tualatin, a municipal corporation of the State of Oregon (the "Customer" and/or the "City") (individually referred to as the "Party", collectively referred to as the "Parties").

RECITALS

- A. Violations for failing to stop for a red light or exceeding the posted speed limit at an intersection, have been shown to pose a significant risk to life and property.
- B. It is the objective of the Automated Photo Enforcement Program (defined below) to reduce the incidents of vehicle collisions at the traffic intersections and city streets that are subject to the Program;
- C. Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Automated Photo Enforcement Program);
- D. On or about September 22, 2008, the Parties entered into the Agreement with Redflex Traffic Systems, Inc. to Provide Red Light Photo Enforcement Services to the City of Tualatin, Oregon for Redflex to provide certain photo enforcement services within the City (the "2008 Agreement");
- E. The 2008 Agreement, together with any amendments thereto, is set to expire on June 30, 2020
- F. The City released a Request for Proposal for the PHOTO ENFORCEMENT SYSTEMS & RELATED SERVICES on March 6, 2020 (the "RFP") resulting in the City's selection of Redflex to provide services related to this RFP; and
- G. The City desires to enter into a new agreement with Redflex for Redflex to provide certain equipment, licenses, applications and back office processing related to the RFP for the Automated Photo Enforcement Program, including digital traffic enforcement cameras and equipment for the monitoring and enforcement of laws regulating red lights, traffic signals and speeding pursuant to the terms of this Agreement following the end of the 2008 Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

AGREEMENT

- 1. **DEFINITIONS.** In this Agreement, the words and phrases capitalized below shall have the following meanings:
 - 1.1. "Agreement Documents" means the contract documents, which together form the complete Agreement between the parties, that consist of the following documents in descending order of precedence: (i) this Agreement, (ii) any documents specifically referenced in this Agreement, (iii) the RFP, and (iv) the Redflex Proposal. To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Agreement Documents other than those listed herein.
 - 1.2. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations.
 - 1.3. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
 - 1.4. "Automated Photo Enforcement Program" or "the Program" are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to approach cameras, speed cameras, flashes, central processing units,

- signal controller interfaces and sensor arrays which, collectively, are capable of detecting Violations and recording Violation Data in the form of photographic images of motor vehicles
- 1.5. “Business Rules” means the set of rules, guidelines, structures and methods of operation that define specific operational components of the Program.
 - 1.6. “Citation” means the notice of a Violation, which is mailed or otherwise delivered by Redflex on behalf of the City to the violator on the appropriate Enforcement Documentation for each Authorized Violation.
 - 1.7. “Confidential or Private Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
 - 1.7.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
 - 1.7.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall have the meaning provided under Oregon law.
 - 1.7.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of a Party in breach of this Agreement, (iii) was lawfully disclosed to a Party by a person other than a Party, (iv) was required to be disclosed in order to prosecute a violation or crime; (v) was required by a court of competent jurisdiction to be disclosed, or (vi) was required by applicable state law to be disclosed.
 - 1.8. “Designated Intersection Approaches” means the Intersection Approaches that the Parties mutually agree upon from time to time as specified in Exhibit A.
 - 1.9. “Existing Intersection Approaches” means the Intersection Approaches that the Parties have mutually agreed upon from time to time and which have been installed and are operational as of the Execution Date. See Exhibit A for further description of any Existing Intersection Approaches
 - 1.10. “Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation for a Potential Violation using the Redflex System.
 - 1.11. “Enforcement Documentation” means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, Citation notices (using the specifications of the Municipal Court and the Tualatin Police Department a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including for coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers .
 - 1.12. “Equipment” means any and all approach cameras, speed cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.
 - 1.13. “Fine” means a monetary sum assessed for a Citation, including but not limited to bail forfeitures, but excluding suspended fines.
 - 1.14. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
 - 1.15. “Installation Date” means the date on which Redflex completes the construction and installation of the Designated Intersection Approaches in Exhibit B and has completed the Warning Period in

accordance with the terms of this Agreement so that such Intersection Approach is fully operational for the purposes of functioning with the Program

- 1.16. “Intellectual Property” means, for any Person, any and all now known or later known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual or industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues in force (including any rights in any of the foregoing), of such Person.
- 1.17. “Intersection Approach” of “ means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed for the purposes of facilitating the Program by the City.
- 1.18. “Lost Profits” means profits that would have been received by a party had the other party fully performed this Agreement, including, but not limited to (a) revenues that would have been received by City on account of Citations that might have been issued during periods in which the Redflex System was not functioning properly, and (b) amounts that must be refunded or disgorged by Customer due to Fines collected as a result of an improper or invalidly issued Citation.
- 1.19. “Operational Period” means the period of time during the Term of the Agreement, commencing on the Installation Date, during which the Program is functional in order to permit the issuance of Citations for approved Violations using the Redflex System.
- 1.20. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.21. “Potential Violation” means for any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System concerning such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a traffic violation has occurred.
- 1.22. “Project Manager” means the project manager appointed by the City in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Redflex System at the Designated Intersection Approaches and the implementation of the Program, and which manager shall have the power and authority to make management decisions relating to the City’s obligations pursuant to this Agreement, including but not limited to change order authorizations.
- 1.23. “Proprietary Property” means for any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.24. “Redflex Marks” means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to the Program at any time during the Term of this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.25. “Redflex Project Manager” means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Redflex System and related equipment at the Designated Intersection Approaches and the implementation of the Program, and who shall have the power and authority to make day-to-day management decisions relating to Redflex’s obligations pursuant to this Agreement; provided, however, the Redflex Project Manager does not have authority to authorize change orders without additional Redflex approvals.
- 1.26. “Redflex Proposal” means the documents Redflex submitted to the City in response to the RFP.
- 1.27. “Redflex System” means, collectively, the SMARTcam® System, the SMARTscene™ System, REDFLEXred® System, REDFLEXradar® System, Alcyon® System, Halo™, REDFLEXspeed® System, and all of the other equipment, applications, software, hardware, back

- office processes, servers, off-site backup systems, cameras, sensors, components, motor vehicles and other related tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location.
- 1.28. “REDFLEXradar®” means the detection and tracking system of Redflex relating to the Program.
 - 1.29. “REDFLEXrail® System” means the proprietary digital railroad grade crossing photo enforcement system of Redflex.
 - 1.30. “REDFLEXred® System” means the proprietary digital redlight photo enforcement system of Redflex relating to the Program.
 - 1.31. “REDFLEXslimline™ System” means the proprietary photo enforcement system of Redflex.
 - 1.32. “REDFLEXspeed® System” means the proprietary speed enforcement system of Redflex.
 - 1.33. “REDFLEXstop® System” means the proprietary stop sign enforcement system of Redflex.
 - 1.34. “SMARTcam® System” means the proprietary software system that controls the systems of Redflex relating to the Program.
 - 1.35. “Alcyon® System” means the proprietary back-office processes of Redflex relating to the Program.
 - 1.36. “SMARTscene™ System” means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
 - 1.37. “Traffic Signal Controller Boxes” means the signal controller interface and vehicle detection owned and operated by the Customer, or operated at the direction of the Customer. This includes the traffic controller, the vehicle detection equipment, the communication equipment, and the controller cabinet.
 - 1.38. “Upgrade” means the technological improvements, as expressly outlined in this Agreement, to the Equipment installed at the Existing Intersection Approaches. Such technological improvements include new front and rear Halo™ camera systems, high definition streaming video for the Existing Intersection Approaches, Alcyon® back office software for the Existing Intersection Approaches and mutually agreed upon alternative solutions.
 - 1.39. “Violation” means any traffic violation as provided for in any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, operating a motor vehicle at a speed in excess of the posted limit, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.40. “Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, and operating a vehicle at a speed exceeding the speed limit, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Program or its detection equipment, any costs incurred in connection with such modifications shall be the responsibility of the Customer.
 - 1.41. “Violations Data” means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.42. “Warning Period” means the period of time after the installation and activation of the first Designated Intersection Approach during which period only warning notices shall be issued for a period of thirty (30) days, unless otherwise agreed to by the Parties.

2. **TERM.**

- 2.1. The term of this Agreement shall commence on the July 1, 2020 (the “Effective Date”) and continue for a period of five (5) years (the “Initial Term”), unless terminated earlier as provided for in this Agreement. The Parties shall have the option to mutually agree to extend the Initial Term for up to five (5) additional consecutive and automatic one (1) year time periods (each a “Renewal Term”). The Initial Term together with each exercised Renewal Term is collectively the “Term.” Each Renewal Term shall automatically and without any required notice or action be deemed to have been exercised unless the City provides written notice to Redflex or Redflex provides written notice to the City in accordance with Section 9 of its election not to extend at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term.

- 2.2. It is the Parties express intent that this Agreement shall not become effective until the Effective Date set forth in Section 2.1, and the 2008 Agreement, together with any amendments thereto, shall remain in full force and effective through its natural expiration date of June 30, 2020.
3. **SERVICES**. Redflex shall provide the following services in connection with the Program:
 - 3.1. **INSTALLATION**. With respect to the construction and installation of the Designated Intersection Approaches, any remaining work on the Upgrades began under the 2008 Agreement, and the installation of the Redflex System at such Designated Intersection Approaches, the City and Redflex shall have the respective rights and obligations set forth on Exhibit B.
 - 3.2. **MAINTENANCE**. With respect to the maintenance of the Redflex System at the Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C.
 - 3.3. **VIOLATION PROCESSING**. During the Term, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;
 - 3.3.3. The Redflex System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser;
 - 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data;
 - 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violations Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose. REDFLEX ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION;
 - 3.3.6. For each Authorized Violation, Redflex shall print and mail a Citation after Redflex's receipt of such authorization but in no case later than the 10th business day following the date of the Potential Violation; provided, however, during the Warning Period following the construction of a New Intersection Approach(es), if any, only warning violation notices shall be issued for all Authorized Violations;
 - 3.3.7. During the Operational Period, Violations shall be processed in accordance with the business rules established by the City and agreed to by Redflex (the "Business Rules"). The Business Rules shall ensure that the violations are processed in accordance with the proper laws and statutes. The City Project Manager, in consultation with the Police Chief, is delegated the authority to establish the Business Rules, amend such rules, and authorize changes of such rules. The City attorney shall review the rules for legal content and correctness. Redflex shall not make any changes to the process or program of Business Rules without written approval from the City. Failure to follow the designated processing program or Business rules when issuing Citations shall not give rise to any legal recourse by violator and shall not be cause for dismissal of Citation.
 - 3.3.8. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries;
 - 3.3.9. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System;
 - 3.3.10. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex will provide, without cost to the Customer, access to a reporting tool to allow the Customer to generate other reports;
 - 3.3.11. Upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of a court proceeding, Redflex shall provide expert witnesses for

use by the Customer in prosecuting Violations at no cost to the Customer; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses.

- 3.3.12. During the three (3) month period following the Installation Date, Redflex shall provide training to Customer personnel as shall be reasonably necessary to allow City personnel to act as expert witnesses on behalf of the City.
- 3.4. RECORDS RETENTION. Redflex shall retain all photographs and images for which Citations are issued for three (3) years from the date of the Citation or thirty (30) days after disposition of the case, whichever is later. Redflex must keep all photographs and images of violations for which Citations were not issues for a minimum of thirty (30) days. Redflex must maintain a list of all photographs and images that are destroyed.
- 3.5. PROSECUTION AND COLLECTION; COMPENSATION. The City shall diligently prosecute Citations and the collection of all Fines related to the Citations, provided, however, nothing in this Agreement infringes upon City's sole prosecutorial discretion. Redflex shall have the right to receive, and the City shall be obligated to pay Redflex, the compensation set forth on Exhibit D.
- 3.6. TAXES. As required by ORS 279B.110(2)(e), Redflex represents and warrants that Redflex has complied with the tax laws of Oregon, the City, and applicable political subdivisions of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Redflex further covenants to continue to comply with the Tax Laws during the term of this Agreement and Redflex covenants and acknowledges that the failure to comply with the Tax Laws is a default for which the City may terminate this Agreement and seek damages. Where obligated by applicable law, Redflex shall timely pay all taxes relating to or arising out of the Program. Unless otherwise indicated, the City agrees to pay any applicable taxes including but not limited to use, property or sales taxes required at the municipal, county, state or any other taxing authority level on all applicable consumer services and materials purchased and/or leased. No charge by the City shall be made for federal excise taxes and City agrees to furnish Redflex with an exemption certificate where appropriate for any applicable sales and/or use taxes. For the avoidance of doubt, it is the Parties intent that this Agreement does not alter the tax liability of either Party under the applicable law.
- 3.7. OTHER RIGHTS AND OBLIGATIONS. In addition to all of the other rights and obligations set forth in this Agreement, Redflex and the City shall have the respective rights and obligations set forth on Exhibit E.
- 3.8. CHANGE ORDERS.
 - 3.8.1. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.
 - 3.8.2. In the event that the change outlined in the Change Order Notice and the Change Order Proposal, and approved by the Parties, concerns moving an installed Redflex System to a new Designated Intersection Approach, then the City shall be responsible for the costs associated with the removal and reinstallation of the Redflex System, and the Term of this Agreement

shall be extended by the number of days equal to the period of time in which the Redflex System at issue is inactive, if that period of time is fourteen (14) or more calendar days.

3.9. **ROAD REPAIRS AND CONSTRUCTION PROJECTS.** The Term shall be temporarily suspended as a result of any road repairs, street improvements or stop work order that interrupts, impedes, obstructs or interferes with the successful performance of the Redflex System at any Designated or Existing Intersection Approach for a period of fourteen (14) or more calendar days (“Repair Suspension”).

3.10. **OWNERSHIP OF NON-VIOLATOR DATA.** The Parties agree that Redflex shall have exclusive ownership of all Non-Violator Data generated as a result of the Program. “Non-Violator Data” shall include incident data, infraction rates, average speeds and other categories of data as mutually agreed by Redflex and the City. Non-Violator Data shall not include any data identifying the registered owner or the violator, or relating in any way to the registered owner’s identity or the violator’s identity. During the term of this Agreement, the City shall have a non-exclusive royalty free license to use the Non-Violator Data. This license shall terminate upon termination or expiration of this Agreement.

4. **LICENSE; RESERVATION OF RIGHTS.**

4.1. **LICENSE.** Subject to the terms and conditions of this Agreement, Redflex grants the City, and the City accepts from Redflex, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Tualatin, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any related content posted on the Redflex System, in connection therewith, (b) disclose to the public (including outside the City of Tualatin) that Redflex is providing services to the City in connection with the Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Redflex. In the event that work product is third party Intellectual Property, Redflex will provide the same rights and license it has to the City, and will authorize others to do the same on the City's behalf

4.2. **RESERVATION OF RIGHTS.** The Customer acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest.

4.3. **WORK FOR HIRE.** If Redflex creates work pursuant to these documents that results in a copyright, patent, or any other protected intellectual property right, the City shall obtain a royalty-free, nonexclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others to use the work, or any part thereof, developed.

4.4. **RESTRICTED USE.** The Customer covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or Redflex’s goodwill, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer’s use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex Program, including but not limited to any Equipment, or to any Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.5. **PROTECTION OF RIGHTS.** Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

- 4.6. **INFRINGEMENT.** The Customer shall give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates or potentially infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute or potentially constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce its rights to its Marks and Intellectual Property and to make settlements relating to its Marks and Intellectual Property. In the event that Redflex commences any enforcement action relating to its Marks or Intellectual Property, the Customer shall provide Redflex with any reasonable cooperation and assistance that Redflex requests. Redflex shall be entitled to any damages or other monetary amount that might be awarded provided that after deduction of Redflex's actual costs and attorney's fees; Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.
- 4.7. **INFRINGING USE.** The Customer shall give Redflex prompt written notice of any action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall provide to Redflex reasonable cooperation and assistance as is requested by Redflex; provided, that Redflex shall reimburse the Customer for its reasonable costs incurred in providing such cooperation and assistance. If Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.
- 4.8. **UNAUTHORIZED REFERENCES TO REDFLEX.** The Customer shall not utilize, make use of and/or make any reference to Redflex, its name or likeness, its affiliated, parent or subsidiary companies or corporations, its logos, insignias, trademarks, trade names, brand, websites, property, assets, products or services, including, but not limited to: "REDFLEXradar® System"; "REDFLEXrail® System"; "REDFLEXred® System"; "REDFLEXslimline™ System"; "REDFLEXspeed® System"; "REDFLEXstop® System"; "Redflex Student Guardian® System"; "SMARTcam® System"; "Alycon® System"; "SMARTscene System"; and/or and any and all combinations, variants and derivatives of the foregoing, for any reason or purpose without the prior written approval of Redflex which may be withheld, denied, delayed, rejected and/or refused, by Redflex in its sole discretion.

5. REPRESENTATIONS AND WARRANTIES.

5.1. REDFLEX REPRESENTATIONS AND WARRANTIES.

- 5.1.1. **Authority.** Redflex warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations.
- 5.1.2. **Professional Services.** Redflex warrants and represents that any and all services that it provides pursuant to this Agreement shall be performed in a professional and workmanlike manner and in compliance with applicable law and by agreed upon specifications.

5.2. CUSTOMER REPRESENTATIONS AND WARRANTIES.

- 5.2.1. **Authority.** The Customer warrants and represents that it has all legal right, power and authority to execute and deliver this Agreement and perform its obligations. Customer further warrants and represents that it has complied with all applicable laws and regulations in entering into this Agreement, including all local and state procurement laws and rules, and will comply with all applicable laws and regulations in performing under this Agreement.
- 5.2.2. **Professional Services.** The Customer warrants and represents that any and all services that it provides pursuant to this Agreement shall be performed in a professional and workmanlike manner and in compliance with applicable law and by agreed upon specifications.

5.3. LIMITED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING ANY MAINTENANCE OBLIGATIONS SET FORTH IN SECTION 3.2, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM.

6. **TERMINATION.**

6.1 **TERMINATION DUE TO CHANGE IN LAW, COURT RULINGS, AND MATERIAL BREACH:**

Either Party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of Oregon rules that the Citations from the Program are inadmissible in evidence; or (iii) the other Party commits a material breach of this Agreement. In the event of a breach, the breaching Party shall have the right to remedy or cure the material breach within thirty (30) calendar days (or within such other time period as the Parties shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after receipt of written notice from the terminating Party setting forth in reasonable detail the facts giving rise to the material breach. Termination of this Agreement based upon an alleged material breach shall not be enforceable or effective unless the terminating Party mails written notice to the breaching Party not less than thirty (30) calendar days before the termination date and provides to the breaching Party the opportunity to remedy or cure the breach within the time period provided. The right to terminate this Agreement shall be without prejudice to any other right or remedy of any Party with respect to the breach concerned (if any) or any other breach of this Agreement except as otherwise provided in this Agreement.

6.2 **TERMINATION WITHOUT CAUSE:** The City may terminate all or a portion of the work covered by this Agreement without cause at any time by giving thirty (30) days prior written notice of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. If the City terminates the Agreement as set forth in this Section 6.3, the City agrees to reimburse Redflex for all direct costs associated with the installation and initial establishment of the City's program, including, but not limited to (1) on-site construction expenses (including direct site labor and direct site material costs), (2) software configuration expenses, and (3) hardware depreciation. All direct costs and capital expenditures will be amortized over 60 months. The City will be responsible for all un-amortized costs at the time of termination. For example, if the City terminates this Agreement without cause at month 30, the City will be responsible for 50% of the direct cost. Redflex will, within 60 days of the City's request, present to the City a list of amounts of all direct costs which would be the subject of reimbursement.

6.3 **TERMINATION DUE TO LACK OF FUNDING:** The City may terminate all or a portion of the work covered by this Agreement immediately upon written notice if the City fails to receive funding or expenditure authority at levels sufficient to pay for the work and services under this Agreement.

6.4 **In the event of termination, Redflex shall perform such additional work as is necessary for the orderly filing of documents and closing of the project.** The time spent on such additional work shall not exceed ten (10) percent of the time expended on the terminated portion of the project prior to the effective date of termination. Redflex shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

6.5 **PROCEDURES UPON TERMINATION.** The termination of this Agreement shall not relieve either Party of any liability that accrued before termination. Except as set forth in Section 6.2, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.5.1 Redflex shall: (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, provided, however, that, at its option, Redflex may continue to process data collected prior to the date of termination related to Potential Violations for the purpose of enabling the Customer to determine whether a Violation has occurred, and may continue to print and mail Citations based on such data; (ii) promptly deliver to the Customer any and all Proprietary Property or Confidential Information of the Customer provided to Redflex pursuant to this Agreement, except for any information necessary for Redflex, at its option, to process pre-termination data in accordance with the preceding clause (i); (iii) promptly deliver to the Customer a final report regarding the collection of data and the issuance of Citations in a format and for a period of time mutually agreed upon by Redflex and the Customer; (iv) promptly deliver to the Customer a final invoice for all amounts owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination; and (v) provide such assistance as the Customer may reasonably request from

time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Except as required by applicable law or as mutually agreed by Redflex and the Customer, Redflex shall have no obligation to retain Violations Data after termination of this Agreement. At termination and upon the City's prior written request, Redflex will transfer the Violations Data to the City in accordance with a mutually agreed upon method of transfer. The City shall be responsible for all costs associated with the transfer of the Violations Data including but not limited to administrative costs, storage media and storage media authoring device costs, and internet bandwidth costs incurred in transferring the Violations Data. Upon completion of the transfer of the Violations Data to the City, Redflex shall have no obligation or responsibility concerning the Violations Data. Redflex makes no warranty or representation regarding the success of a transfer of the Violations Data and shall have no liability or responsibility for any errors or failures that occur during a transfer of the Violations Data.

- 6.5.2 The Customer shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, except in accordance with Section 6.2.1(i) above, (ii) promptly deliver to Redflex any and all Proprietary Property or Confidential Information of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay Redflex any and all fees, charges and amounts that the Customer owes Redflex for work performed and Citations issued prior to the termination, as outlined in Exhibit D.
 - 6.5.3 Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term, Redflex shall remove any and all above ground level Equipment or other Redflex materials installed in connection with Redflex's performance of its obligations under this Agreement and return the site to grade.
 - 6.5.4 The Customer shall continue to pay to Redflex a pro rata share of all monies or revenue generated, collected and/or received by Customer after the termination of the Agreement that are, in any way, a result of, associated with and/or attributable to, in whole or in part, the products or services that Redflex provided to the City pursuant to this Agreement.
- 6.6 **SURVIVAL.** Notwithstanding the foregoing, the definitions provided for in Section 1 and each of the following Sections shall survive the termination of this Agreement: (i) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranties), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Injunctive Relief; Specific Performance), 11.18 (Applicable Law) and 11.19 (Jurisdiction and Venue), and (ii) any Section in this Agreement which states, or evidences the intent of the Parties, that the Section survives the expiration or termination of the Agreement, or must survive to give effect to the Section.
- 7 **CONFIDENTIALITY.** During the Term and for a period of three (3) years after its expiration or termination, neither Party shall disclose to any third person, or use for itself in any way, any Confidential Information learned from the other Party during the course of the negotiations for this Agreement or during the Term. Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party. Each Party shall retain in confidence and not disclose to any third party any Confidential Information without the other Party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such Parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential. This Section 7 shall not apply to any writing subject to disclosure pursuant to the Oregon Public Records Law.
- 7.1 The City is subject to the public records laws of the State of Oregon, and any information, documents, or other matters that are released by the City pursuant to a public record's request shall not be considered a violation of the Agreement nor incur any liability on behalf of the City.
 - 7.2 Redflex's parent company, Redflex Holdings Limited, is subject to the Australian Securities Exchange regulations and any information, documents, or other matters that are released by Redflex pursuant to these regulations or as required by law or court order shall not be considered a violation of the Agreement nor incur any liability on behalf of Redflex.

8 **INDEMNIFICATION AND LIABILITY.**

- 8.1 **Indemnification by Redflex.** Redflex agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from and against any and all liabilities, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of Redflex, its officers, employees, or agents.
- 8.2 **Indemnification Procedures.** In the event any claim, action or demand (a “Claim”) for which any Party seeks indemnification from the other Party, the Party seeking indemnification (the “Indemnified Party”) shall give the Party from whom indemnification is sought (the “Indemnifying Party”) written notice of the Claim promptly after the Indemnified Party first becomes aware of the Claim; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no Party shall have the right enter into any settlement agreement that materially affects the other Party’s material rights or material interests without such Party’s prior written consent, which consent will not be unreasonably withheld or delayed.
- 8.3 **LIMITED LIABILITY.** Notwithstanding anything contrary in this Agreement, neither Party shall be liable to the other Party for any special, incidental, indirect, consequential, exemplary or punitive damages, including damages resulting from Lost Profits, however caused and on any theory of liability arising out of or relating to this Agreement.
- 9 **NOTICES.** Any notices required by this Agreement shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand or email, (b) three (3) days after being mailed either first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, in each case addressed or sent as follows:
- 9.1 Notices to Redflex:
Redflex Traffic Systems, Inc.
Attn: Legal Department
5651 W. Talavi Blvd., Suite 200
Glendale, Arizona 85306
E-Mail: legaldepartment@redflex.com
- 9.2 Notices to the Customer:
City of Tualatin, Oregon

Tualatin, Oregon
Attention: Project Manager
E-Mail:
- 10 **DISPUTE RESOLUTION.** The Parties shall engage in informal, good faith discussions and attempt to resolve any dispute or disagreement between the Parties arising out of or relating to this Agreement before initiating arbitration, mediation or litigation. In connection with those informal discussions, each Party shall appoint a designated officer and the designated officers of the Parties shall meet in person for the purpose of attempting to resolve and dispute. The designated officers shall meet as often as the Parties shall determine to be reasonably necessary. If the Parties are unable to resolve the dispute, and any Party concludes in good faith that amicable resolution through continued negotiation is not reasonably likely to result in resolution of the dispute, the Parties may mutually agree to submit the dispute to binding or nonbinding arbitration or mediation for resolution. If the Parties do not mutually agree to submit the dispute to binding or nonbinding arbitration or mediation, any Party may initiate litigation.

11 MISCELLANEOUS.

- 11.1 ASSIGNMENT. Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.
- 11.2 RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided in this Agreement). Redflex is responsible for determining the appropriate means and manner of performing this Agreement. Redflex is not an “officer,” “employee,” or “agent” of the City, as those terms are used in ORS 30.265.
- 11.3 SUBCONTRACTING. Redflex’s services are unique and as such, will not enter into any subcontract for any of the work required by this Agreement without the City’s prior written consent.
- 11.4 AUDIT RIGHTS AND MAINTENANCE OF RECORDS. Each of Parties hereto shall have the right to audit the books and records of the other Party (the “Audited Party”) solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours’ prior notice to the Audited Party, at mutually convenient times and during the Audited Party’s normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. If the audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, the non-Audited Party shall promptly refund to the Audited Party the amount of the overpayment. Redflex shall maintain the books and records relating to this Agreement in accordance with generally accepted accounting principles and for a minimum period of three (3) years from the date of final payment or termination of this Agreement.
- 11.5 FORCE MAJEURE. No Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God, war, terrorism, significant fires, floods, earthquakes, epidemics, pandemics, severe weather, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission of Redflex. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.6 ADDITIONAL SERVICES. This Agreement may be amended, in accordance with Section 11.6, to add additional Redflex systems and products, including, but not limited to, school bus stop arm enforcement and school zone speed enforcement.
- 11.7 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- 11.8 SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 11.9 WAIVER. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 11.10 CONSTRUCTION. This Agreement shall be construed as having been fully and completely negotiated by both Parties and neither the Agreement nor any of its provision shall be construed more strictly 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.
- 11.11 HEADINGS. The headings of the sections contained in this Agreement are included for reference purposes only, solely for the convenience of the Parties, and shall not in any way be

deemed to affect the meaning, interpretation or applicability of this Agreement or any of its terms, conditions or provisions.

- 11.12 EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.
- 11.13 COVENANT OF FURTHER ASSURANCES. All Parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions of this Agreement.
- 11.14 REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.15 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the Parties and their respective executors, administrators, successors and permitted assigns.
- 11.16 COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be modified or limited only to the extent necessary to bring it within the requirement of the law, provided that such modification or limitation is consistent with the intent of the Parties as expressed in this Agreement.
- 11.17 NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a Party to this Agreement.
- 11.18 INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The Parties agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of these Sections, or to enjoin or prevent such a breach.
- 11.19 APPLICABLE LAW. This Agreement shall be governed solely by and construed, in all respects, in accordance with the laws of the State of Oregon, United States. .
- 11.20 JURISDICTION AND VENUE. Any conflict, claim or dispute between the Parties affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the United States District Court for the District of Oregon and all Parties specifically consent and agree to the exclusive jurisdiction of that court; provided however, if the United States District Court for the District of Oregon does not have subject matter jurisdiction over a dispute, the dispute shall be filed and brought exclusively by the state courts of the State of Oregon located in the County and the Parties consent and agree to the jurisdiction of those courts.
- 11.21 ATTORNEYS' 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

“The City” or “the Customer”

“Redflex”

TUALATIN, OREGON

REDFLEX TRAFFIC SYSTEMS, INC.

By: _____

By: _____

Name:

Name: Mark Talbot

Title:

Title: President

EXHIBIT "A"

Designated Intersection Approaches

The Agreement is for the implementation of up to four (4) Intersection Approaches. Identification of enforced Intersection Approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

The City will make all reasonable efforts to provide the list of proposed Intersections under consideration prior to formal project kick-off to the designated Redflex Project Manager.

The Agreement is for the following Designated Intersection Approaches:

EXHIBIT “B”
Construction and Installation Obligations

Timeframe for Installation: Automated Photo Enforcement Program:

Redflex will have each Designated Intersection Approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will complete any Upgrades on Existing Intersection Approaches not completed under the 2008 Agreement, if not already completed prior to the Effective Date. Redflex will provide the City an implementation timeline for completion of any Upgrades.

Redflex will use reasonable commercial efforts to install the Redflex System and the Designated Intersection Approaches in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the Designated Intersection Approaches within the implementation plan timeframe subsequent to formal project kick-off and receipt of the required customer approved program business rules. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Customer with timely completion of the Program, Redflex requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. REFLEX OBLIGATIONS. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex’s sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team;
 - 1.2. Request current “as-built” electronic engineering drawings for the Designated Intersection Approaches (the “Drawings”) from the city traffic engineer;
 - 1.3. Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required;
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the “Approvals”), which will include compliance with City permit applications;
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Assist the City in developing a public awareness campaign (the “Awareness Strategy”);
 - 1.7. Assist the City in developing the Violation Criteria;
 - 1.8. Develop the Enforcement Documentation for approval by the City, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches;
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
 - 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
 - 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
 - 1.13. Deliver the Materials to the City;
 - 1.14. During the Warning Period, issue “warning letters” for Authorized Violations for a period up to thirty (30) days following the Installation Date at the first intersection approach constructed;

- 1.15. Redflex will provide initial and ongoing training necessary in order for the City staff to properly operate the equipment and perform the functions for which the City staff will be responsible regarding the operation of the Redflex System and the Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
 - 1.16. Citation processing and citation issuance/re-issuance for Authorized Violations
 - 1.17. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex;
 - 1.18. Establish an interface by utilizing City's ability, as a government entity, to access the records data of the Department of Motor Vehicles. Redflex will assist the City in developing an interface to be provided to the Department of Motor Vehicles
 - 1.19. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, the establishment of a court hearing schedule for adjudicating upon Citations, and coordination between Redflex, the City and municipal court personnel;
2. CUSTOMER OBLIGATIONS. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City's sole expense):
- 2.1. Appoint the Project Manager;
 - 2.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Program;
 - 2.4. Provide ongoing assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the City;
 - 2.5. Assist Redflex in seeking the Approvals;
 - 2.6. Provide reasonable access to the City's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Program;
 - 2.7. Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
 - 2.8. Seek approval or amendment of the Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the City requests in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
 - 2.9. Develop the the Violation Criteria in consultation with Redflex;
 - 2.10. Seek approval of the Enforcement Documentation;
 - 2.11. City shall be solely responsible for installing required Signage and shall assist Redflex in determining the placement of such Signage. Any changes or modifications to Signage requirements will be the responsibility of the Customer;
 - 2.12. The City shall provide an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies, in such format and for such periods as Redflex may reasonably request;
 - 2.13. Yellow Light Timing Review: The Customer is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules;
 - 2.14. Provide on-going adequate electrical power in order to operate the Designated Intersection Approaches;
 - 2.15. The Customer will allow Redflex to use existing conduit space and existing infrastructure, including but not limited to traffic signal poles and light poles as available;
 - 2.16. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations; and
 - 2.17. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary for the Authorized Employee to access the Redflex systems and software;
 - 2.18. The Customer will allow Reflex to use existing conduit space as available.

2.19. In addition to obligations of the City described herein and in other parts of this Agreement, the City will respond in a timely manner to all properly submitted requests from Redflex and cooperate with Redflex to promptly review, comment on and approval all proposals and work that comply with the requirements of this Agreement.

EXHIBIT “C”

Maintenance

1. All repair and maintenance of the Program and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
 - 1.1. Redflex will return any malfunctioning camera or related equipment to good working order within 48 hours of notification that the equipment is not in good working order; excluding weekends and City holidays.
 - 1.2. Redflex will provide at least one Field Service Technician (“Technician”) responsible for all maintenance and emergency repair of the Systems and shall document all repair activity of the Systems in an electronic maintenance log.
 - 1.3. Redflex shall provide a preventative maintenance program that will include the running of diagnostics for early detection of any component failure
 - 1.3.1. Redflex shall perform such preventative maintenance during the time allotted for image retrieval
 - 1.3.2. As part of normal servicing, Redflex will provide proper calibration of the portable red light camera within its fixed installation site and any required calibrations will be completed on site. If bench maintenance calibration is necessary at Redflex’s regional maintenance and operations facility, the Technician will replace any faulty component in the System within 48 hours, excluding weekends and holidays, of notification and determination of the problem.
 - 1.4. Redflex shall maintain an electronic log of any problems reported for camera components and all repair activity for each incident reported.
 - 1.4.1. The electronic maintenance log will be attached to each camera
 - 1.4.2. The electronic maintenance log will provide a complete record of all maintenance activity and document the calibration, repair, and routine maintenance of the equipment.
 - 1.5. Redflex shall make all maintenance records and repair of all equipment under this Agreement available to the City for inspection within five (5) business days of the City’s request.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative from the City’s Traffic Engineering Department present, or the applicable Governmental Authority that owns and controls the Traffic Signal Controller Boxes, as applicable.
3. The provision of all necessary electrical and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex and the City shall provide all electrical power.
4. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
5. The Redflex Project Manager (or a reasonable alternate) shall be available to the City Project Manager each day, on a reasonable best efforts basis.
6. Roadway/Intersection improvement projects: In the event of any road or intersection repair, street improvement, or construction not performed by Redflex, the City shall reimburse Redflex for any costs of moving, replacing and/or modification of the operational system or Equipment at any Designated or Existing Intersection Approaches necessitated or caused by such roadway, street or intersection repair or improvement projects.

EXHIBIT “D”

COMPENSATION & PRICING

The City agrees to pay Redflex the following fees for Redlight Citations:

<u>Number of Paid Citations</u>	<u>Fee per Paid Citation</u>
1-50	\$57
51-100	\$47
101-150	\$35
151+	\$20

BUSINESS ASSUMPTIONS FOR ALL PRICING PROVISIONS AND OPTIONS:

1. Redflex shall furnish the City an invoice for services on a monthly basis. The City shall pay Redflex for services invoiced within thirty (30) days of invoice receipt, unless City disputes the invoice, in which case the City will only pay for those services not in dispute.
2. If payment is not made within thirty (30) calendar days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. The City has the right to appeal or ask for clarification on any Redflex billing within thirty (30) calendar days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Exhibit D.
3. Prices shall remain firm throughout the initial agreement term. Price increases will be considered at the time of contract renewal. Redflex must submit a written request to the City with documentation justifying any price increase at least forty-five (45) calendar days prior to contract renewal. Acceptable documentation shall include, but not limited to, provider’s or manufacturer’s published price list, discount schedule, or other basis of change in manufacturer pricing structure, invoices, journal or market reports, consumer price index, or other information deemed acceptable by the City. Proposed price increases shall not exceed the consumer price index for this Region – Portland, as of December of the prior year. Redflex will provide all documentation for verification purposes.
4. The City shall have the option of accepting the price increase or allowing the contract to expire (non-renewal) and the project rebid. The City reserves the right to audit the records of Redflex when requesting price increases to the extent that such records relate to cost or pricing data.
5. The City will act in good faith to diligently prosecute Citations and pursue the collection of all fines and respect thereof, Redflex will have the right to receive, and the City will be obligated to pay the compensation as set forth. Citations paid for on a court-directed payment plan will be considered paid when the final payment has been made to the City.

EXHIBIT "E"

Additional Rights and Obligations

Redflex and the City shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the City in providing public information about the Program.
 - a. Providing public education about the program to improve traffic safety on City streets and to advise motorists about the potential consequences of traffic violations within the City;
 - b. Providing City with a manual on its communications strategy. The manual will outline the public education program that will be designed as an ongoing dialogue with community organizations, neighborhood associations and the stakeholders;
 - c. Creating a link to the Contractor's website that can be placed on the City's existing web page containing information about its traffic photo enforcement program;
 - d. Participating with the City in ongoing or future media campaigns on traffic safety;
 - e. Attending public meetings to demonstrate its Systems and the City's Traffic Photo Enforcement Program, if necessary.
2. Redflex shall provide training services to City staff on how to properly operate the equipment and perform the functions for which the City staff will be responsible for under the Program.
 - a. Training will be provided at City provided facilities
 - b. Training will consist of both initial and ongoing training including appropriate levels of "hands on" training, "train-the-trainer" training, providing instruction guides, tutorial materials, application reference guides and problem-solving material.
 - c. Training material will be provided in sufficient quantities.
3. Redflex Project Manager and the City Project Manager shall meet on a mutually agreed upon schedule at such times and places as the Redflex Manager and the City Manager shall mutually agree.
4. The City shall not access the Redflex System or use the Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.
5. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Program.
6. Redflex and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other Party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the City shall obey any and all such rules and regulations.
7. The City shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the City, or any of its employees, contractors or agents.
8. The Parties shall agree on specific Business Rules governing the function and operation of the Redflex System.

EXHIBIT "F"

Insurance

1. Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate, such limits of coverage may be met through any combination of primary and excess liability policies;
 - Business Automobile Liability Insurance. Business Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex, such limits of coverage may be met through any combination of primary and excess liability policies;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of Oregon and Employer's Liability Insurance with coverage of not less than:
 - \$1,000,000 Bodily Injury by Accident – Each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer or Customers shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The Commercial General Liability insurance shall be the primary insurance with respect to the Customer or Customers in connection with this Agreement, and any insurance or self-insurance maintained by the Customer or Customers shall be in excess, and not in contribution to, such insurance; and
 - The Commercial General Liability insurance shall include "Separation of Insureds" wording which states that such insurance coverage shall apply separately with respect to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or any rights or duties specifically assigned to Redflex in such insurance policies.
3. With respect to the insurance described above, Redflex shall not cancel or materially reduce the coverage without providing the City thirty (30) days prior written notice by certified mail.
4. With respect to the insurance described above, if any of the Redflex Parties are notified by any insurer that such coverage will be materially reduced or cancelled, Redflex shall provide written notice within ten (10) business days of receipt of such notice to the Customer or Customers and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer or Customers of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer or Customers shall have the right, but not the obligation and exercisable in its/their sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer or Customers for such insurance. If the premium costs advanced by the Customer or Customers for such insurance exceed any amounts

- due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer or Customers upon receipt of written notice thereof.
5. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer or Customers prior to Redflex commencing any work pursuant to the terms of this Agreement.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Stacy Ruthrauff, Human Resources Director
DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5501-20** Authorizing Personnel Services Updates for Non-Represented Employees for FY 2020-2021.

RECOMMENDATION:

Staff Recommends the City Council adopt the attached resolution authorizing non-represented employee personnel services updates for FY 2020-2021.

EXECUTIVE SUMMARY:

Section 1 of the Resolution proposes that the Salary Schedules for Exempt Management, Non Exempt Management, and Exempt and Non Exempt Police Management employees shall be updated and increased by a 1.5% cost of living allowance effective July 1, 2020, as shown in attached Exhibits A, B, and C. Selected Police Management positions will be eligible to also participate in various programs contained in the Tualatin Police Officers Association Collective Bargaining Agreement.

Section 2 of the Resolution proposes an update to the Salary Schedules for Temporary employees in accordance with minimum wage requirements and a 1.5% cost of living allowance effective July 1, 2020, as shown in attached Exhibit D.

FINANCIAL IMPLICATIONS:

Provisions of the non-represented employee salary schedules adjustment are incorporated in the FY 2020-2021 budget.

ATTACHMENTS:

- Exhibit A, Exempt Management FY 20-21 Salary Schedule
- Exhibit B, Non-Exempt Management FY 20-21 Salary Schedule
- Exhibit C, Police FY 20-21 Salary Schedule
- Exhibit D, Temporary FY 20-21 Salary Schedule

RESOLUTION NO. 5501-20

A RESOLUTION AUTHORIZING PERSONNEL SERVICES UPDATES FOR NON-REPRESENTED EMPLOYEES FOR FISCAL YEAR 2020-21.

WHEREAS, the Council of the City of Tualatin is the authority in setting the compensation and benefits for City employees; and

WHEREAS, the Oregon Legislature, Senate Bill 1532 established a series of annual minimum wage rate increases; and

WHEREAS, the City of Tualatin is located within the urban growth boundary and needs to comply with the minimum wage standard set forth for the Portland Metro Area; and

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

Section 1. Effective July 1, 2020, the Salary Schedules for Exempt Management, Non-exempt Management, and Exempt and Non-exempt Police Management employees shall be updated and increased by a 1.5% cost of living allowance, as provided in attached Exhibits A, B, and C, with the pay rates for these employees adjusted accordingly. Selected Police Management positions will be eligible to participate in various programs contained in the Tualatin Police Officers Association Collective Bargaining Agreement.

Section 2. Effective July 1, 2020, the Salary Schedules for Temporary employees shall be updated as provided in attached Exhibit D.

Adopted by the City Council this 22nd day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

FY 2020/21 SALARY SCHEDULE
EFFECTIVE 7/01/2020

EXEMPT MANAGEMENT

EXHIBIT A

Grade	Title	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
M8-X	Court Administrator	Hourly	31.93	32.89	33.84	34.87	35.93	37.01	38.12	39.28	40.45
		Annual	66,414.40	68,411.20	70,387.20	72,529.60	74,734.40	76,980.80	79,289.60	81,702.40	84,136.00
M12-X	Assistant to the City Manager Sr. Human Resources & Risk Mgmt Analyst Recreation Manager	Hourly	37.71	38.85	40.01	41.22	42.47	43.74	45.03	46.39	47.79
		Annual	78,429.20	80,805.15	83,226.79	85,739.82	88,344.23	90,971.49	93,667.28	96,500.14	99,401.53
M13-X	Vacant	Hourly	39.62	40.79	42.02	43.29	44.60	45.92	47.29	48.72	50.18
		Annual	82,404.36	84,848.83	87,407.55	90,034.80	92,776.29	95,517.76	98,373.47	101,343.42	104,381.90
M14-X	Parks Planning & Development Manager Planning Manager Deputy City Manager <i>Parks & Recreation Manager</i>	Hourly	41.59	42.86	44.13	45.45	46.81	48.22	49.66	51.14	52.68
		Annual	86,516.57	89,143.83	91,793.92	94,535.40	97,368.27	100,292.52	103,285.29	106,369.45	109,567.85
M15-X	City Engineer Building Official Assistant Finance Director	Hourly	44.71	46.05	47.43	48.85	50.34	51.84	53.37	54.97	56.61
		Annual	93,004.73	95,791.91	98,647.63	101,617.56	104,701.73	107,831.59	111,007.14	114,342.60	117,746.62
DM1-X	Parks & Recreation Director Library Director Human Resources Director Information Systems Director	Hourly	48.23	49.70	51.18	52.70	54.29	55.93	57.60	59.31	61.11
		Annual	100,315.36	103,376.67	106,460.85	109,613.55	112,926.17	116,330.18	119,802.72	123,366.64	127,113.34
DM2-X	<i>Finance Director</i> Public Works Director Community Development Director	Hourly	51.06	52.61	54.19	55.84	57.50	59.22	60.99	62.81	64.73
		Annual	106,209.55	109,430.78	112,720.56	116,147.41	119,597.10	123,183.88	126,862.03	130,654.42	134,629.56
DM3-X	Vacant	Hourly	54.36	55.99	57.67	59.40	61.20	63.03	64.91	66.85	68.87
		Annual	113,063.26	116,467.25	119,962.64	123,549.41	127,296.10	131,111.34	135,017.94	139,038.78	143,242.38
DM4-X	Assistant City Manager/Finance Director City Attorney	Hourly	55.86	57.52	59.24	61.01	62.86	64.76	66.68	68.68	70.73
		Annual	116,193.10	119,642.80	123,229.58	126,907.73	130,745.79	134,698.10	138,696.09	142,854.01	147,126.15
DM5-X	Police Chief	Hourly	61.68	63.52	65.43	67.38	69.40	71.50	73.63	75.85	78.11
		Annual	128,301.31	132,116.54	136,091.70	140,158.21	144,361.83	148,725.34	153,157.41	157,772.23	162,478.45

* italicized positions are not filled.

FY 2020/21 SALARY SCHEDULE
EFFECTIVE 7/01/2020

NON EXEMPT MANAGEMENT EMPLOYEES

EXHIBIT B

Grade	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
N2	Legal Assistant	Hourly	23.93	24.63	25.39	26.14	26.94	27.74	28.57	29.41	30.31
		Annual	49,774.40	51,230.40	52,811.20	54,371.20	56,035.20	57,699.20	59,425.60	61,172.80	63,044.80
N3	Vacant	Hourly	25.19	25.95	26.74	27.55	28.36	29.22	30.08	30.99	31.93
		Annual	52,395.20	53,976.00	55,619.20	57,304.00	58,988.80	60,777.60	62,566.40	64,459.20	66,414.40
N4	Vacant	Hourly	26.52	27.31	28.16	28.97	29.86	30.75	31.66	32.61	33.61
		Annual	55,161.60	56,804.80	58,572.80	60,257.60	62,108.80	63,960.00	65,852.80	67,828.80	69,908.80
N5	<i>Recreation Coordinator</i>	Hourly	27.58	28.39	29.26	30.10	31.03	31.97	32.92	33.91	34.91
		Annual	57,366.40	59,051.20	60,860.80	62,608.00	64,542.40	66,497.60	68,473.60	70,532.80	72,612.80
N6	<i>Human Resources Analyst Paralegal</i>	Hourly	28.96	29.85	30.74	31.65	32.60	33.59	34.60	35.63	36.70
		Annual	60,236.80	62,088.00	63,939.20	65,832.00	67,808.00	69,867.20	71,968.00	74,110.40	76,336.00
N7	Vacant	Hourly	30.38	31.31	32.25	33.20	34.20	35.23	36.28	37.36	38.48
		Annual	63,190.40	65,124.80	67,080.00	69,056.00	71,136.00	73,278.40	75,462.40	77,708.80	80,038.40
N8	Police Services Supervisor	Hourly	31.93	32.89	33.84	34.87	35.93	37.01	38.12	39.28	40.45
		Annual	66,414.40	68,411.20	70,387.20	72,529.60	74,734.40	76,980.80	79,289.60	81,702.40	84,136.00
N9	Access Services Supervisor Public Service Supervisor Recreation Supervisor Pohl Center Supervisor	Hourly	33.54	34.53	35.58	36.62	37.73	38.86	40.02	41.23	42.48
		Annual	69,763.20	71,822.40	74,006.40	76,169.60	78,478.40	80,828.80	83,241.60	85,758.40	88,358.40
N10	Maintenance Service Div Mgr Park Maintenance Div Mgr Street and Sewer Div Mgr	Hourly	35.18	36.22	37.31	38.43	39.57	40.76	42.01	43.26	44.57
		Annual	73,174.40	75,337.60	77,604.80	79,934.40	82,305.60	84,780.80	87,380.80	89,980.80	92,705.60
N11	<i>Accounting Supervisor Water Division Mgr</i>	Hourly	36.94	38.03	39.19	40.36	41.59	42.85	44.14	45.44	46.81
		Annual	76,835.20	79,102.40	81,515.20	83,948.80	86,507.20	89,128.00	91,811.20	94,515.20	97,364.80

* italicized positions are not filled.

FY 2020/21 SALARY SCHEDULE
EFFECTIVE 7/1/2020

POLICE

Exhibit C

Grade	TITLE	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
4% steps											
P1**	Police Officer	Hourly	30.63	31.86	33.13	34.46	35.84	37.27	38.76	n/a	n/a
		Annual	63,710.40	66,268.80	68,910.40	71,676.80	74,547.20	77,521.60	80,620.80	n/a	n/a
Non-Exempt Police Mgmt 4% Steps											
P2	Police Sergeant	Hourly	36.92	38.41	39.94	41.53	43.22	44.93	46.74	48.60	50.54
		Annual	76,793.60	79,892.80	83,075.20	86,382.40	89,897.60	93,454.40	97,219.20	101,088.00	105,123.20
Exempt Police Management 3% Steps											
P3-X	<i>Police Lieutenant</i>	Hourly	48.88	50.34	51.85	53.42	55.02	56.65	58.37	60.11	61.92
		Annual	101,663.26	104,701.73	107,854.43	111,121.37	114,433.99	117,837.99	121,401.92	125,034.38	128,803.92
P4-X	Police Captain	Hourly	53.75	55.38	57.05	58.77	60.52	62.33	64.20	66.12	68.13
		Annual	111,806.74	115,187.90	118,660.44	122,247.21	125,879.66	129,649.20	133,532.97	137,530.97	141,711.72
DM5-X	Police Chief	Hourly	61.68	63.52	65.43	67.38	69.40	71.50	73.63	75.85	78.11
		Annual	128,301.31	132,116.54	136,091.70	140,158.21	144,361.83	148,725.34	153,157.41	157,772.23	162,478.45

* *italicized* positions are not filled.

** These rates are effective 7/1/2020 - 12/31/2020. Effective 1/1/2021 a 2% increase will applied on the P1 grade.

TEMPORARY EMPLOYEES - SCHEDULE B
FY 2020/21 SALARY SCHEDULE
EFFECTIVE 7/01/2020

Grade	TITLE	RATE	REGULAR WAGE
U1	TEMP LIBRARY PAGE	Hourly	13.25
U5	TEMP RECREATION LEADER I TEMP RECREATION AIDE	Hourly	13.40
U9	TEMP HOMEWORK LEADER TEMP LIBRARY SENIOR PAGE TEMP OPS MAINT WORKER SEASONAL PARKS WORKER	Hourly	14.62
U10	TEMP INTERN TEMP PARK RANGER TEMP RECREATION LEADER II TEMP FILE CLERK	Hourly	15.38
U12	TEMP YOUTH LEADER	Hourly	17.10
U14	TEMP SR YOUTH LEADER	Hourly	18.39
U16	TEMP TECHNOLOGY SPEC	Hourly	21.08
U30	TEMP REC. COUNSELOR I	Hourly	36.00
J1	JUDGE	Hourly	105.60



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kelsey Lewis, Deputy Program Manager/Management Analyst II
Jeff Fuchs, Public Works Director

DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5502-20** Awarding the Contract for the Boones Ferry Road Improvements, part of the Tualatin Moving Forward Bond Program and the 2020 Pavement Maintenance Program.

RECOMMENDATION:

Staff recommends that Council approve the resolution awarding and allowing the City Manager to execute a contract with Jackson Industries, LCC to construct the Boones Ferry Road Improvements in the amount of \$1,021,469.30.

EXECUTIVE SUMMARY:

This construction contract includes projects from two City programs. The contract will build the Tualatin Moving Forward Bond Program project - Boones Ferry Road at the High School – which includes new sidewalk, a new crosswalk with pedestrian activated flashing beacons, ADA curb ramps, a safety island, bike lane widening, a new streetlight, and associated items.

This contract will also build the 2020 Pavement Management Program improvements on Boones Ferry Road from Norwood Road to Nasoma Lane, including construction of approximately 13,300 square yards of asphalt removal and inlay, 15,300 square yards of seal coat, 1,300 square yards of full depth asphalt repair, and 3,000 square feet of sidewalk repair including reconstructed curb ramps, associated pavement striping and markings, and reconstruction of six concrete catch basin inlets.

The construction contract was advertised in the Daily Journal of Commerce on May 18, 2020. Six (6) bids were received before the bid period closed on June 4, 2020. Jackson Industries, LCC submitted the lowest responsible bid for the project in the amount of \$1,021,469.30.

OUTCOMES OF DECISION:

Adopting the resolution and authorizing contract execution would allow construction of this project to proceed.

FINANCIAL IMPLICATIONS:

Funds for this project are available in the Transportation Project Fund and Road Utility Fund.

ATTACHMENTS:

Resolution No. 5502-20 Awarding Contract

RESOLUTION NO. 5502-20

A RESOLUTION AWARDING THE CONTRACT FOR CONSTRUCTION OF THE BOONES FERRY RD IMPROVEMENTS, SCHEDULES A, B, AND C PROJECT, PART OF THE TUALATIN MOVING FORWARD BOND PROGRAM AND THE 2020 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the project was advertised in the *Daily Journal of Commerce* on May 18th, 2020; and

WHEREAS, six (6) bids were received prior to the close of the bid period on June 4th, 2020; and

WHEREAS, Jackson Industries, LLC submitted the lowest responsible bid for the project in the amount of \$1,021,469.30; and

WHEREAS, there are funds budgeted for this project in the Transportation Project Fund and Road Utility Fund.

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

Section 1. The contract is awarded to Jackson Industries, LLC.

Section 2. The City Manager is authorized to execute a contract with Jackson Industries, LLC in the amount of \$1,021,469.30.

Section 3. The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 10% of the original contract amount.

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 22nd day of June, 2020.

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: Don Hudson, Assistant City Manager/Finance Director
DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5503-20**, Authorizing Changes to the FY 2019-2020 Adopted Budget.

RECOMMENDATION:

Staff recommends adopting the attached resolution.

EXECUTIVE SUMMARY:

Local Budget Law allows for transfer of appropriations within a fund when authorized by a resolution of the City Council; allows an appropriation for pass through payments that are made to another organization to be increased by resolution, if the actual amount collected exceeds the budgeted estimate; and, allows for the expenditure of specific purpose grants after enactment of an appropriation resolution authorizing the expenditure.

In the Sewer Operating Fund, the retirement of a long time employee, their vacation payoffs and the hiring of a temporary replacement will cause the personal services budget to be exceeded. The attached resolution will transfer from the fund's contingency to cover the projected overage.

In the Sewer Development Fund, the City collected more Sewer System Development Charges than was projected when the budget was prepared. Since 96% of the SDC is passed through to Clean Water Services, the expenditure appropriation needs to be increased to account for the higher revenue and pass through payments.

Lastly, in the General Fund, the City was awarded a specific purpose grant from the Metropolitan Area Communications Commission for the purchase of Web Application Software. In order to purchase the equipment, the Information Services appropriation needs to be increased.

All proposed changes to the adopted budget are included in the attached Resolution.

FINANCIAL IMPLICATIONS:

The net effect in all funds is zero, as the resolution transfers existing appropriations from one account to another, or increases appropriations from additional revenues that were received in FY 2019-2020.

ATTACHMENTS:

- Resolution No. 5503-20

RESOLUTION NO. 5503-20

A RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2019-2020 BUDGET

WHEREAS, an occurrence or condition arose which requires a transfer of appropriations in the adopted FY 2019-2020 budget;

WHEREAS, an occurrence or condition that was not ascertained when preparing the budget requires a change in the adopted FY 2019-2020 budget;

WHEREAS, in order to lawfully comply with the requirements of Local Budget Law, changes to the adopted 2019-2020 budget are necessary;

WHEREAS, Oregon Revised Statutes (ORS) 294.463 allows for transfers of appropriations within a fund when authorized by a resolution of the governing body;

WHEREAS, ORS 294.466 allows an appropriation for pass through payments that are made to another organization to be increased by resolution, if the actual amount collected exceeds the budgeted estimate;

WHEREAS, ORS 294.338(2) allows for the expenditure of specific purpose grants after enactment of an appropriation resolution authorizing the expenditure.

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

Section 1. The City Council wishes to comply with Local Budget Law, and authorize the transfer of appropriations, an increase in pass through payment appropriation and the expenditure of a specific purpose grant.

Section 2. The purpose of the appropriation resolution is to adjust the personal services category in the Sewer Fund for expenses related to a staff retirement, increase expenses for additional sewer system development charges pass through payments to Clean Water Services and create an appropriation for a specific purpose grant from the Metropolitan Area Communications Commission.

Section 3. Adjustments to the adopted 2019-2020 budget should be made as follows:

Sewer Operating Fund:

Personal Services	\$	15,000	Contingency	\$	(15,000)
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Sewer Development Fund:

Materials and Services	\$	15,000	SDC Revenue	\$	15,000
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General Fund

Information Services	\$	60,960	Grant Revenue	\$	60,960
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Section 4. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 22nd day of June, 2020.

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: Don Hudson, Assistant City Manager/Finance Director
FROM: Lisa Thorpe, Management Analyst II
DATE: June 22, 2020

SUBJECT:

Consideration of Resolution No. 5504-20 Amending the City of Tualatin Fee Schedule and Rescinding Resolution No. 5478-19

RECOMMENDATION:

Staff recommends adoption of the attached resolution amending the City of Tualatin Fee Schedule and rescinding Resolution No. 5478-19

EXECUTIVE SUMMARY:

The City of Tualatin Fee Schedule is updated every year, and staff considers cost recovery when reviewing fees, considering changes in technology, changes in practice and the costs to provide the service.

This year, Legal Services has updated their fees to reflect costs for printed and electronic copies of the City's Municipal and Development Codes, to cover staff time and the cost of the code and updates, per our contract with Municode Services. The Parks and Recreation Department has added a fee for Juanita Pohl Center rentals when parties leave after their designated rental periods, and Street Tree fees have been updated to better reflect the cost for removal and grinding of old trees.

Attached is the updated Fee Schedule with their recommended fees. All other fees will remain the same.

ATTACHMENTS:

- Resolution No. 5504-20

RESOLUTION NO. 5504-20

A RESOLUTION AMENDING THE CITY OF TUALATIN FEE SCHEDULE AND RESCINDING RESOLUTION NO. 5478-19

WHEREAS, the Council has the authority to set fees for materials and services provided by the City; and

WHEREAS, the Council previously adopted the fee schedule by Resolution No. 5478-19; and

WHEREAS, the City Council wishes to amend fees for copies of the Municipal and Development codes to cover the costs incurred per our contract with Municode Services; and

WHEREAS, Parks and Recreation is adding a late fee for groups departing after their reservation period at the Juanita Pohl Center, and Street Tree fees have been updated to reflect updated costs for removal and grinding of old street trees.

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

Section 1. The City of Tualatin fee schedule is established and adopted as set forth in "Exhibit A," which is attached and incorporated by reference.

Section 2. This resolution is effective July 1, 2020.

Section 3. Resolution No. 5478-19 is rescinded effective July 1, 2020.

INTRODUCED AND ADOPTED this 22nd Day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

General Administrative Fees	
Agenda Packet	same as photocopy rate
Ordinances or Portions Thereof	same as photocopy rate
Photocopies:	
Per page/side (up to 8.5"x14")	0.25
Per page/side (11"x17")	0.50
Color - per page/side (up to 8.5"x14")	1.00
Color - per page/side (11"x17")	1.50
Certified Copies - per document	\$5.00 plus postage
Copies of Audio CDs	20.00 including CD
Copies of Video CDs	20.00 including CD
Copies of Photographs on CD	20.00 including CD
Thumb Drive (2 GB)	10.00
Storage Retrieval Fee	30.00
Staff Time:	
-Up to 30 minutes	no charge
-Over 30 minutes	employee cost

Development Fees	
Addressing Fees:	
Change of existing address	216.00
Assign single family	54.00 + 7.00 per lot
Multi-Family - less than 50 units	66.00 + 7.00 per unit
Multi-family - 50+ units	66.00 + 4.00 per unit
Non-residential (suite assignment)	66.00 for address + 44.00 per suite
Amendment to Comprehensive Plan Map	2,320.00
Amendment to Comprehensive Plan Text/Landmark Designation/Removal of Landmark Designation	2,320.00
Annexation	1,580.00
Appeal Proceeding to Council	150.00
Appeal Expedited Process to Referee, Deposit per ORS 197.375	336.00
Architectural Review Application, Nonexpedited Process:	
Estimated Project Value:	
Under \$5,000	130.00
\$5,000 - \$24,999.99	610.00
\$25,000 - \$99,999.99	1,100.00
\$100,000 - 499,999.99	1,825.00
\$500,000 and greater	2,675.00
Architectural Review, Minor	105.00
Architectural Review, Single-family Level I (Clear & Objective)	105.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Development Fees (continued)	
Architectural Review, Single-family Level II (Discretionary)	810.00
Architectural Review, Accessory Dwelling Unit (ADU)	105.00
Conditional Use Permit	1,580.00
Conditional Use Permit Renewal	1,580.00
Extension Request Reviewed by Staff	225.00
Extension Request Reviewed by Architectural Review Board	1,275.00
Interpretation of Development Code	105.00
Industrial Master Plans	2,020.00
Landmark Alteration/New Construction Review	124.00
Central Urban Renewal Master Plan	2,020.00
Driveway Approach Permit	300.00
Engineering Copies:	
18" x 24"	3.00
24" x 36"	4.00
36" x 48"	5.00
Erosion Control (EC) Fees:	
1. Inspection Fees	
a. Non-Site Development	
1. New construction	400.00
2. Additions, remodels and demolitions disturbing less than 1,000 s.f.	130.00
b. Development Sites without infrastructure or vegetated corridor improvements (EC Only)	400.00 plus 400.00 prorated for each acre over 1/2 acre
c. Subsequent Site Development (Early EC Inspection Fee)	400.00 or 1/2 of the EC only Fee, whichever is greater
d. Re-inspection	65.00/hr with a minimum of 130.00
2. Plan check fee	
a. commercial, industrial, multi-family or large homesites not in an existing subdivision	1185.00
Hydraulic Modeling for Commerical/Industrial Retail and Multi-family units	300.00/bldg
Hydraulic Modeling for New Subdivisions with 50 or more lots	1,000.00
Landmark Demolition Review	135.00
Landmark Relocation Review	62.00
License to Keep Chickens	50.00
Mobile Food Unit Permit	100.00
Partition,* Nonexpedited & Expedited Processes	440.00
Partition,* Nonexpedited & Expedited Extension/Modification	145.00
Partition,* Nonexpedited, Appeal Proceeding to Council	145.00
Partition,* Expedited, Appeal to Referee, Deposit per ORS 197.375	325.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Development Fees (continued)	
Partition,* Minor Variance included & primary use is a single family dwelling & not in RL or RML	Add 150.00
Partition,* Minor Variance included & primary use is not a single family dwelling & not in RL or RM	Add 227.50
Pre-Application Meeting	227.50
Property Line Adjustment,* primary use is a single family dwelling in RL or RML	77.50
Property Line Adjustment,* Minor Variance included & primary use is a single family dwelling in RL or RML	Add 150.00
Property Line Adjustment,* primary use is not a single family dwelling in RL or RML	335.00
Property Line Adjustment,* Minor Variance included & primary use is not a single family dwelling in RL or RML	Add 150.00
Property Line Adjustment,* Appeal Proceeding to Council	150.00
Public Works Construction Permit Deposit	5% of est. value of work but not less than 500.00
Public Works Construction Code	55.00 + postage
Reinstatement of Nonconforming Use	1,580.00
Request for Council Rehearing	186.00
Sidewalk Permit	150.00
Sign Ordinance	8.50
Sign Code Variance	750.00
Sign Permit:	
New Sign or Structural Change to Existing Sign	210.00
Temporary Sign or Each Face Change to Existing Sign	105.00
Street Name Change	150.00
Street Vacation Application Deposit	378.00
Subdivision,* Nonexpedited and Expedited Processes	3,000.00
Subdivision,* Variance included & primary use is a single family dwelling in RL or RML	Add 300.00
Subdivision,* Variance included & primary use is not a single family dwelling in RL or RML	Add 378.00
Subdivision,* Minor Variance included & primary use is a single family dwelling in RL or RML	Add 150.00
Subdivision,* Minor Variance included & primary use is not a single family dwelling in RL or RML	Add 227.50
Subdivision,* Nonexpedited, Extension/Modification By Council	687.00
Subdivision,* Expedited, Extension/Modification By City Engineer	175.00
Subdivision,* Nonexpedited, Appeal Proceeding to Council	150.00
Subdivision,* Expedited Appeal to Referee, Deposit per ORS 197.375	335.00
Temporary Certificate of Occupancy	100.00
Temporary Uses:	
1 - 3 days	55.00
4 - 180 days	55.00 + 1.50/day
Over 3 days	not to exceed 200.00 total
Transportation Development Tax	Indexed annually per Washington County Code, Section 3.17

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Development Fees (continued)	
Tree Removal Permit, 1 tree	310.00
each additional tree, \$10.00 not to exceed a total of	340.00
Variance:	
When primary use is a single family dwelling in RL or RML	320.00
When primary use is not a single family dwelling in RL or RML	1,580.00
Variance, Minor:	
When primary use is a single family dwelling in RL or RML	320.00
When primary use is not a single family dwelling in RL or RML	1,085.00
Water Quality Permit Deposit	5% of est. value of work but not less than 500.00
Zone of Benefit Application Fee	750.00
All Other Development Actions	Cost Recovery

Core Area Parking District	
Core Area Parking District Tax Appeal	135.00

Finance Department	
L.I.D. Assessment Apportionment Fee	115.00
Lien Search Fee (per tax lot)	35.00
Passport Photo	17.00
Recovery Charge Installment Payment Plan Application Fee	235.00
Returned Checks (per check for processing NSF check)	35.00
Zone of Benefit Recovery Charge Administration Fee	125.00
Social Gaming License	
Application Fee	100.00
Annual Renewal Fee	100.00

Geographic Information System	
Citywide aerial photo, 36" x 42"	35.00
Subdivision street map, 34" x 36"	20.00
Street map, 22" x 22"	10.00
Planning Districts, 34" x 44"	20.00
Planning Districts, 18" x 24"	10.00
Custom Mapping	60.00/hr, plus materials
Mailing Lists	32.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Legal Services Department	
Printed copies of the new Municipal or Development Code with tabs	125.00 each + postage
3-post expandable binders with stamping	70.00
3-ring vinyl binders	20.00
Electronic media options for Code of Ordinances (sent via download)	
WORD (DOCX)	150.00 initially then 75.00 per update
Adobe PDF of the code	150.00 initially then 75.00 per update
Adobe PDF of each supplement	150.00 initially then 75.00 per update

Municipal Court	
Traffic School and Compliance Program Fees:	
Class A	275.00
Class B	160.00
Class C	125.00
Class D	100.00
Seat Belt Class	70.00
Vehicle Compliance Program	35.00
Collection Fee	25% of ordered amount
License Restatement Fee	70.00
Overdue Payment Letter Fee	10.00
Failure to Appear – Arraignments	40.00
Failure to Appear – Trials	100.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Parks and Recreation					
Browns Ferry Park Community Center					
Area	Time	Class 1 & 2	Class 3	Class 4	
				Resident	Non-Resident
Meeting Rooms	1 hour	0.00	15.00	25.00	60.00
Garage	1 hour	0.00	15.00	25.00	60.00
Studio Structure	1 hour	0.00	15.00	25.00	60.00
Sun Room	1 hour	0.00	15.00	25.00	60.00
River Shelter	4 hour	0.00	15.00	25.00	60.00
Alcohol Permit:	Group		0.00	25.00	50.00
	Special Events		0.00	50.00	100.00

Reservations must be made for a minimum of two (2) hours.

\$10.00 handling fee for cancellations

Classification of Users

For the purpose of scheduling reservations and determining fees, groups will be classified as shown below:

Class 1: Activities sponsored by the City of Tualatin.

Class 2: Activities co-sponsored by the City of Tualatin.

Class 3: Non-profit organizations and public agencies serving the youth of Tualatin.

Class 4: All other groups, organizations and individuals are categorized by resident or non-resident for the purpose of determining fees.

Cleaning & Security Deposit - Brown's Ferry Community Center	
Groups for meeting only	50.00
Groups for kitchen storage and building use	100.00
Groups using full kitchen facilities	285.00

The Parks and Recreation Director will determine the amount of the cleaning/security deposit to be refunded based on the building monitor's report.

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Picnic Shelters					
Area	Time	Class 1 & 2	Class 3	Class 4	
				Resident	Non-Resident
Rustic	4 hours	0.00	15.00	30.00	65.00
Patio	4 hours	0.00	15.00	30.00	65.00
Main-South	4 hours	0.00	15.00	30.00	65.00
Main-North	4 hours	0.00	15.00	30.00	65.00
Main-Full	4 hours	0.00	30.00	60.00	130.00
Trestle	4 hours	0.00	15.00	30.00	65.00
Horseshoe Pits	4 hours	0.00	0.00	15.00	30.00
Alcohol Permit:	Group		0.00	25.00	50.00
	Special Events		0.00	50.00	100.00

\$10.00 handling fee for cancellations

Classification of Users

For the purpose of scheduling reservations and determining fees, groups will be classified as shown below:

Class 1: Activities sponsored by the City of Tualatin.

Class 2: Activities co-sponsored by the City of Tualatin.

Class 3: Non-profit organizations and public agencies serving the youth of Tualatin.

Class 4: All other groups, organizations and individuals are categorized by resident or non-resident for the purpose of determining fees.

Sports Fields						
Area	Time	City of Tualatin	Youth Serving Non-Profit	Resident	Non-Resident	Commercial
Sports Fields	1 hour	0.00	0.00	10.00	22.50	50.00
Sports Fields Lights	1 hour	0.00	0.00	10.00	22.50	50.00
Artificial Turf Fields	1 hour	0.00	0.00	20.00	40.00	80.00
Artificial Turf Field Lights	1 hour	0.00	0.00	40.00	40.00	40.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Juanita Pohl Center					
Area	Time	Class 1 & 2	Class 3	Class 4	
				Resident	Non-Resident
East or West Dining Room	1hour	0.00	15.00	30.00	75.00
Full Dining Room	1 hour	0.00	20.00	40.00	95.00
Large Classroom	1 hour	0.00	15.00	25.00	65.00
West Activity Room	1 hour	0.00	5.00	10.00	20.00
Small Classrooms	1 hour	0.00	5.00	10.00	20.00
Alcohol Permit:	Group		0.00	25.00	50.00
	Special Events		0.00	50.00	100.00

Reservations must be made for a minimum of two (2) hours. \$10.00 handling fee for cancellations. Late departing groups will be charged \$10.00 for every 5 minutes after the designated rental period ends.

Classification of Users

For the purpose of scheduling reservations and determining fees, groups will be classified as shown below:

Class 1: Activities sponsored by the City of Tualatin, City of Durham official meetings, and Meals on Wheels People, for official center functions.

Class 2: Activities co-sponsored by the City of Tualatin.

Class 3: Non-profit organizations and public agencies serving the youth and general public of Tualatin. Rosters of organization members and 501c3 information required.

Class 4: All other groups, including religious and political organizations and individuals are categorized by resident/non-resident for the purpose of determining fees.

Cleaning & Security Deposit - Juanita Pohl Community Center	
Meetings - Large Classroom	50.00
Meetings only (no food) in Dining Room	100.00
Dining Room (with food)	285.00

The Parks and Recreation Director will determine the amount of the cleaning/security deposit to be refunded based on the building monitor's report.

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Tualatin Library Community Room				
Area	Time	Class 3	Class 4	
			Resident	Non-Resident
Community Room	1 hour	15.00	25.00	50.00

Class 1 & 2 - No Charge

\$10.00 handling fee for cancellations

Classification of Users

For the purpose of scheduling reservations and determining fees, groups will be given classified as shown below.

Class 1: Activities sponsored by the Tualatin Public Library and/or City of Tualatin

Class 2: Activities co-sponsored by the Tualatin Public Library and/or City of Tualatin

Class 3: Non-profit organizations

Class 4: All other orgs, including religious and political groups, are categorized by resident/nonresident for purpose of determining fees.

Parks Maintenance	
Street Tree and Installation (Single Family Only)	225.00
Street Tree Removal (excluding Stump Grinding)	350.00
Street Tree Stump Grinding	175.00
Tree-for-a-Fee Program	175.00
New Tree Grates – Full set of 2 halves	400.00
New Tree Grates – Half set	200.00
Tree Grates – Leveling Stone and fastening hardware	25.00
Tree Grates Improvements	175.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Police	
Copies of Police Reports (no charge to victims): 1 - 10 pages plus each page over 10	10.00 0.25
Alarm Permits: Initial Application Annual Renewal 1st False Alarm 2nd False Alarm 3rd False Alarm 4th False Alarm 5th False Alarm 6 th and More False Alarms 10 or more False Alarms	25.00 25.00 No charge No charge 90.00 120.00 175.00 235.00 per alarm 500.00 Civil Infraction
Release of Towed (impounded) Vehicles	100.00
Fingerprinting cards Each additional card	(first two) 25.00 each 2.00
Good Conduct Letter	10.00

City of Tualatin Fee Schedule

Fees Effective July 1, 2020

Utilities in the Right-of-Way	
<p>Annual Rights-of-Way Fee:</p> <p> Electric</p> <p> Natural Gas</p> <p> Communication</p> <p>Any Utility Operator that does not earn Gross Revenues within the City of Tualatin (Based on total Linear Feet of Utility Facilities in the Rights-of-Way):</p> <p> Up to 5,000</p> <p> 5,001 to 10,000</p> <p> 10,001 to 20,000</p> <p> More than 20,000</p> <p>* "Gross Revenue" means any and all revenue, of any kind, nature or form, without deduction for expenses, less net uncollectibles, derived from the operation of utility facilities in the City of Tualatin, subject to all applicable limitations in federal or state law.</p>	<p>3.5% of Gross Revenue *</p> <p>5.0% of Gross Revenue *</p> <p>5.0% of Gross Revenue *</p> <p>5,000.00</p> <p>7,500.00</p> <p>10,000.00</p> <p>15,000.00</p>
Rights-of-Way License Application Fee (per TMC 3-6-205)	250.00
Rights-of-Way License Renewal Application Fee (per TMC 3-6-260)	150.00
<p>Rights-of-Way Attachment Fees/Small Cell, DAS, etc. (TMC 3-6-120)</p> <p>Attachment Application Fees:</p> <p> Attachment Application Fee (one-time)</p> <p> Expedited Application Fee (voluntary one-time fee for expedited review; City may take of up to 30 days)</p> <p> Consultant Fee for Processing Application</p> <p> * Fee would be applied in the event the City does not have the capacity to process applications within the legally required timeframe</p> <p>Annual Attachment Fee</p> <p>The Rights-of-Way Attachment Fees do not apply to Utility Operators subject to and paying the Annual Rights-of-Way Fees in TMC 3-6-100</p>	<p>660.00 per attachment</p> <p>1,160.00 per attachment</p> <p>Actual Cost, plus 25% for administration*</p> <p>625.00 per attachment, per year</p>
Water, Sewer, Surface Water Management and Road Utility Fee Rates	Resolution No. 5442-19



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5505-20** Amending Water, Sewer, Stormwater, and Road Utility Fee Rates Inside the City of Tualatin and Rescinding Resolution 5442-19

RECOMMENDATION:

Staff recommends adopting the attached Resolution.

EXECUTIVE SUMMARY:

Water rates are increasing as determined in the adopted Water Master Plan, with the consumption rate increasing from \$3.07 per 100 cubic ft. (CCF) to \$3.20 per CCF, the service charge increasing from \$4.36 per month to \$4.55 per month, and the facilities charge increasing per the schedule in Section 5 of the attached resolution.

The Road Utility Fee was created for the purpose of maintenance of City streets, which includes repairing sidewalks under a sidewalk maintenance program, landscape enhancements along the rights-of-way, street tree replacement, and for paying the operating cost of street lights. The pavement maintenance and street light portion of the fee was created in April 1990, with the sidewalk/street tree portion added in July 1991. New rates were established in July 2017, and an indexing of the rate was updated using a formula utilized by Washington County for the Transportation Development Tax each year. The three-pronged index was recently approved by the Washington County Board of Commissioners at 3.36%. The attached resolution increases the Road Utility and Sidewalk/Street Tree Fees by this index.

Due to the current environment, Clean Water Services (CWS) has decided to hold their rates constant for Sewer and Stormwater monthly services, as well as System Development Charges. The economic situation will be reviewed by CWS in the Fall, with the potential for rates to increase effective January 1, 2021. Since sewer and stormwater monthly rates are split, with a regional rate set by CWS and a local rate set by the City of Tualatin, the City has decided to hold the local rate constant, as well.

OUTCOMES OF DECISION:

Adoption of the attached resolution sets new rates effective July 1, 2020.

FINANCIAL IMPLICATIONS:

With the new rates, the average monthly Tualatin residential water, sewer, surface water management, and road utility fee bill will increase from \$97.53 to \$99.13, an increase of \$1.60/month.

ATTACHMENTS:

- Resolution No. 5505-20

RESOLUTION NO. 5505-20

A RESOLUTION AMENDING WATER, SEWER, STORMWATER AND ROAD UTILITY FEE RATES INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION 5442-19

WHEREAS, under TMC 2-6, the City established System Development Charges; and

WHEREAS, under TMC 3-2, 3-3 and 3-4, the Council established rates for water, sewer, stormwater (also known as "surface water" and "storm sewer"), and road utility fees;

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

Section 1. Water, Sewer, and Stormwater System Development Charges.

- (a) The schedule for the Water System Development Charges as of July 1, 2020 is as follows:

Meter Size	Meter Unit Equivalent	System Development Charge*
5/8"	1	\$ 4,687
3/4"	1.5	\$ 7,029
1"	2.5	\$ 11,715
1 1/2"	5	\$ 23,432
2"	8	\$ 37,491
3"	15	\$ 74,981
4"	25	\$ 117,159
6"	50	\$ 234,317
8"	80	\$ 374,907
10"	115	\$ 538,929
* The SDC payment for a single-family residence will be based on the meter size required for domestic water service and irrigation service. If a larger meter is required only for residential fire sprinkler service, the higher fee will not be charged.		

- (b) On February 1st of each year, the Water SDC fees shall automatically increase. The amount of increase shall be the change in Engineering News Record (ENR) Construction Cost Index (CCI) for Seattle, WA. This increase will not require further action by the City Council.
- (c) The schedule for the Sewer System Development Charges, per Equivalent Dwelling Unit (EDU), as of July 1, 2020, is as follows:

	System Development Charge
Regional Rate	\$ 5,569.00
Local Rate	\$ 231.00
Total Rate	\$ 5,800.00

- (d) The schedule for Stormwater System Development Charges, per Equivalent Service Unit (ESU), as of July 1, 2020, is as follows:

	System Development Charge	
Water Quality	\$	252.00
Water Quantity	\$	308.00
Total Rate	\$	560.00

Section 2. In Lieu Tax Payments. Where the City provides water service to properties outside of the City, which are not subject to bond taxes levied by the City for water system improvements, properties served by the City shall pay in lieu tax payment to the City as follows:

Annually within ninety (90) days after the true cash values are fixed by the tax assessing authority for those properties located outside of the City that are served by City water, the City will compute the "In Lieu Tax Payment" applying the City's tax rate for water system improvements for that year to the taxable value furnished to the City. Payment of the obligation of the "In Lieu Tax Payment" will be made to the City within thirty (30) days of the bill being presented from the City to the property receiving City water service.

Section 3. Service Line Installation Charges.

- (a) Prior to installation of the requested service line, the customer will make a deposit to the City based on an estimate of the actual costs plus 15%.
- (b) When the installation is completed, the customer will pay the balance or be refunded the amount of the deposit not used.

Section 4. Meter Installation Charges.

- (a) Deposits for installation of new water meters are as follows:

METER METHOD	
Meter Size (in inches)	Installation Charge
$\frac{5}{8}$ x $\frac{3}{4}$, Drop-in meter	\$140
1, Drop-in meter	\$300
1½, Drop-in meter	\$540
2, Drop-in meter	\$790
3, drop-in meter	Cost plus 15%
4, drop-in meter	Cost plus 15%
6, drop-in meter	Cost plus 15%
8, drop-in meter	Cost plus 15%
10, drop-in meter	Cost plus 15%
12, drop-in meter	Cost plus 15%

- (b) Prior to the installation of the requested meter, the customer will make a deposit to the City based on an estimate of the actual cost. When the installation is completed the customer will pay the balance, or be given a refund of the amount of deposit not used.
- (c) For Meters requiring a new or larger service line, please reference Section 3. (Service Line Installation) above.

Section 5. Monthly Rates for Water, Sewer, Stormwater, and Road Utility.

- (a) The schedule of monthly Water rates is amended as follows:

METER SIZE	FACILITIES CHARGE		SERVICE CHARGE	WATER CHARGE PER 100 CUBIC FT
	CLASS 1	CLASS 2		
5/8" x 3/4"	\$ 4.49	\$ 4.49	\$ 4.55	\$3.20
1"	\$ 11.28	\$ 11.28	\$ 4.55	\$3.20
1 1/2"	\$ 22.50	\$ 22.50	\$ 4.55	\$3.20
2"	\$ 35.97	\$ 35.97	\$ 4.55	\$3.20
3"	---	\$ 49.25	\$ 4.55	\$3.20
4"	---	\$ 84.33	\$ 4.55	\$3.20
6"	---	\$ 182.72	\$ 4.55	\$3.20
8"	---	\$ 351.45	\$ 4.55	\$3.20

The customer classes are:

- Class 1: All single-residential dwellings, duplexes and triplexes; and
- Class 2: All other services not included in Class 1.

- (b) The schedule of monthly Sewer rates remains as follows:

	BASE CHARGE (per Dwelling Unit, or EDU)	USE CHARGE Per CCF (hundred cubic feet), winter average
Regional Rate	\$ 25.11	\$ 1.6600
Local Rate	\$ 6.53	\$ 0.4440

- (c) The schedule of monthly Stormwater rates remains as follows, per ESU:

	BASE CHARGE
Regional Rate	\$ 2.31
Local Rate	\$ 7.93

- (d) The schedule of monthly Road Utility Fee rates for Residential Customer Groups are as follows:

Customer Group	Per Unit
Single Family Residential	\$ 5.77
Multi-Family Residential	\$ 5.22

- (e) The schedule of monthly Road Utility Fee rates for Non-Residential Customer Groups are as follows:

Customer Group	Per Thousand Square Feet	Flat Fee
Non-Residential Group 1	\$ 1.43	\$ 3.57
Non-Residential Group 2	\$ 2.47	\$ 3.57
Non-Residential Group 3	\$ 6.13	\$ 3.57
Non-Residential Group 4	\$ 13.81	\$ 3.57
Non-Residential Group 5	\$ 39.45	\$ 3.57
Non-Residential Group 6	\$ 94.25	\$ 3.57
Non-Residential Group 7	\$ 10.96	\$ 3.57

Section 6. Water Wheeling Agreements. The Council may enter into water wheeling agreements with other jurisdictions. These agreements will contain specific water rates and charges for each individual agreement.

Section 7. Charges for Fire Protection Service. The monthly charges for standby fire protection service are as follows:

Service Size	Rate
4"	\$ 15.97
6"	\$ 34.56
8"	\$ 66.90
10"	\$ 106.34

Section 8. Miscellaneous Charges. The following charges are imposed for service restoration, service termination and for account delinquencies:

(a) **Restoration Charge.**

(1) Where service has been terminated for delinquent bills or other violations, the charge for restoration of service shall be \$30.00.

(2) Water shall only be restored between 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

(b) **Shut-Off or Turn-On.** When requested by a customer, the City will perform shut-off or turn-on service for the following fee:

REQUEST	CHARGE
During office hours	\$50.00
After office hours	Cost of labor and materials incurred by the city to preform service.
Office Hours are 7:00 a.m. – 4:00 p.m., Monday-Friday, excluding holidays.	

(c) **Delinquency Notification Charge.** Whenever a utility account remains delinquent ten (10) days after the date of the mailed delinquent notice, a charge of \$10.00 may be assessed to the account to cover the costs of handling the delinquent account.

(d) **Restore Meter Removed by City Due to Violation of TMC 3-3-200 Charge.**

When the City finds that one or more provisions of TMC 3-3-200 have been violated, the City may remove the meter and assess to the account a restoration charge of \$50.

Section 9. Hydrant and Bulk Water Usage Charges.

(a) The charge for the temporary use of hydrant meters, hydrant wrenches and valves, and temporary or bulk water is as follows:

ITEM	CHARGE
3" hydrant meter, wrench and valve deposit	\$1,750.00
¾" hydrant meter, wrench and valve deposit	\$1,000.00
Hydrant wrench and valve deposit (no meter)	\$275.00
Hydrant flow test	\$250.00
Backflow device deposit	\$150.00
Bulk water permit fee	\$50.00 + water usage
Daily rental fee 3" hydrant meter	\$5.00
Daily rental fee ¾" hydrant meter	\$2.00
Water used (water charge per 100 cubic feet)	Current rate

(b) Bulk water obtained from city hydrants and with city equipment shall only be used within the city limits of Tualatin.

(c) The bulk water permits expire after six months. At that time the permit holder is required to return the usage card to the City of Tualatin and will be billed at the current water rate at the time the card is received.

Section 10. Prior Resolutions Rescinded. Resolution 5442-19 is rescinded effective July 1, 2020.

Section 11. Effective Date. The effective date of this resolution is July 1, 2020, for service after June 30, 2020.

INTRODUCED AND ADOPTED this 22nd day of June 2020.

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: Don Hudson, Assistant City Manager/Finance Director
DATE: June 22, 2020

SUBJECT:

Consideration of **Resolution No. 5506-20** Adopting the City of Tualatin Budget for the Fiscal Year Commencing July 1, 2020, Making Appropriations, Levying Ad-Valorem Taxes, and Categorizing the Levies

RECOMMENDATION:

Staff recommends adoption of the attached resolution, which includes the Budget Committee Approved Fiscal Year 2020-2021 Budget.

EXECUTIVE SUMMARY:

Council will consider adoption of the Fiscal Year 2020–2021 Budget, after conducting a public hearing to consider public input on the Fiscal Year 2020–2021 Budget. The City of Tualatin Budget Advisory Committee approved the proposed budget on May 20, 2020. The total of the Fiscal Year 2020-2021 Budget is \$134,022,565 as approved by the Budget Advisory Committee and amended by the City Council.

The tax rate for general government would be approved at \$2.2665 per \$1,000 taxable assessed value, with \$2,923,950 to be levied for bonded debt. The bond levy is excluded from limitation for local government operations.

Oregon State law requires the City Council adopt a budget prior to July 1, 2020.

The City of Tualatin budget is made up of 19 funds, divided among five different categories: General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds and Enterprise Funds. Urban Renewal Funds are presented in the Tualatin Development Commission budget, which will be heard in a separate public hearing later this evening.

The General Fund is the primary operating fund of the City and supports general government services. Special Revenue Funds account for the proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes, including the Building Fund, street funds, Core Area Parking Fund and the Tualatin Science and Technology Scholarship Fund. Debt Service Funds record revenues and expenditures for our general obligation bond debt. Capital Project Funds record capital projects that are funded from restricted funds. The Enterprise Funds include all funds related to the following systems: Water, Sewer and Storm Drain. These funds account for the infrastructure systems covering water, sewer and storm drain and their revenues are derived from sources that are specifically earmarked, or restricted for these specific purposes.

City staff takes prides in providing quality services to our community and customers, in a fiscally prudent manner. The fiscal year 2020-2021 budget continues to meet these expectations. Utilizing the

City's Fiscal Health model of matching on-going expenditures with on-going revenues, the City is maintaining a positive fiscal health position for this fiscal year.

Preparation of the fiscal year 2020-2021 budget was complicated with the impacts of the COVID-19 pandemic that took our focus away from the budget process, just as we were beginning to put the final touches on the Proposed Budget. While we had to shift gears and focus our attention on City operations in this new environment, we still had to analyze the revenue and expenditure impacts related to the pandemic. Staff reviewed which revenues would be impacted by business closures, program and event cancellations and services that were limited or temporarily unavailable. We also reviewed planned expenditures that would not be incurred with the reduction of non-essential services. The Proposed Budget that was presented to the Budget Committee in May took a conservative approach of estimated revenue impacts if service levels and the economy were not beginning to return through September 2020.

Since the Budget Committee approved the budget, we have made decisions regarding summer recreation programs and events. With those cancellations and reduction of programs available to be offered, we are proposing decreases in the Parks and Recreation budget for temporary staff that will not be hired to staff events and programs, as well as materials and services expenditures related to these events and programs. Another impact of these cancellations is the decision not to hire the summer Park Rangers, so those expenses have been reduced in the Police Department budget.

Staff will continue to monitor revenue and expenditure impacts and can adjust the budget accordingly in fiscal year 2020-2021. We have set aside \$500,000 as a COVID-19 reserve to help offset any additional impacts that we have not already factored into the budget.

Even with the impacts of the pandemic, the fiscal year 2020-2021 budget is a fiscally prudent budget.

In addition to the budget approved by the budget committee, the City Council has the ability to change the approved budget in each fund by no more than 10% of the total budget. Staff is proposing changes in the Park Development Fund and the General Fund.

The Approved Budget includes the project to renovate the Tualatin Commons Fountain. Since some design work was completed in the current fiscal year, the capital outlay budget in the Park Development Fund is being reduced by \$28,000 and the transfers between the General Fund and the Park Development Fund are also being reduced by the same amount.

Other changes in the General Fund are carryovers in the Library budget of \$2,000 for expenditures related to a grant for census promotion and \$55,000 in Maintenance Services for a maintenance vehicle that will not be received until after July 1st. The other changes are included in the Non-Departmental budget. With the final amount for Worker's Compensation insurance available, we are increasing that line by \$6,730 and we are now eligible for cyber security insurance, so the insurance line item is being increased by \$10,400.

OUTCOMES OF DECISION:

By adopting the budget before July 1st, the City will be able to operate, expend money and incur liabilities for fiscal year 2020-2021.

ATTACHMENTS:

- Resolution No. 5506-20

RESOLUTION NO. 5506-20

A RESOLUTION ADOPTING THE CITY OF TUALATIN'S BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, MAKING APPROPRIATIONS, LEVYING AD VALOREM TAXES, AND CATEGORIZING THE LEVIES

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

Section 1. The City Council of the City of Tualatin hereby adopts the Budget as approved by the Budget Committee and adjusted by the Council. The total sum of the budget is \$134,022,565 (including \$20,787,750 of unappropriated fund balance and reserves) and is now on file at the City Offices.

Section 2. The amounts for the fiscal year beginning July 1, 2020, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

City Council	\$	138,515	
Administration	\$	1,414,905	
Finance	\$	1,185,755	
Municipal Court	\$	419,010	
Legal	\$	382,445	
Information Systems	\$	1,371,820	
Community Development	\$	1,265,000	
Engineering	\$	854,815	
Police	\$	8,404,415	
Maintenance Services	\$	1,790,670	
Parks Maintenance	\$	2,004,165	
Parks and Recreation	\$	1,256,575	
Library	\$	2,341,780	
Non-Departmental	\$	1,512,665	
Contingency	\$	<u>3,651,380</u>	
Total GENERAL FUND Appropriations			\$ 27,993,915
Reserves	\$	1,582,050	
Unappropriated	\$	<u>5,184,880</u>	
Total GENERAL FUND			<u>\$ 34,760,845</u>

BUILDING FUND

Personal Services	\$	962,810	
Material & Services	\$	96,050	
Capital Outlay	\$	-	
Transfers	\$	583,350	
Contingency	\$	<u>246,330</u>	
Total BUILDING FUND Appropriations			\$ 1,888,540
Reserves	\$	<u>512,335</u>	
Total BUILDING FUND			<u>\$ 2,400,875</u>

WATER OPERATING FUND

Personal Services	\$	855,180	
Material & Services	\$	3,909,040	
Capital Outlay	\$	2,142,000	
Transfers	\$	1,961,600	
Contingency	\$	1,330,170	
Total WATER OPERATING FUND Appropriations			\$ 10,197,990
Reserves	\$	3,331,760	
Total WATER OPERATING FUND			<u>\$ 13,529,750</u>

SEWER OPERATING FUND

Personal Services	\$	491,135	
Material & Services	\$	7,319,185	
Capital Outlay	\$	500,000	
Transfers	\$	1,305,215	
Contingency	\$	1,442,330	
Total SEWER OPERATING FUND Appropriations			\$ 11,057,865
Reserves	\$	783,130	
Total SEWER OPERATING FUND			<u>\$ 11,840,995</u>

STORMWATER OPERATING FUND

Material & Services	\$	1,590,105	
Capital Outlay	\$	590,000	
Transfers	\$	992,410	
Contingency	\$	475,875	
Total STORMWATER FUND Appropriations			\$ 3,648,390
Reserves	\$	4,011,425	
Total STORMWATER OPERATING FUND			<u>\$ 7,659,815</u>

ROAD UTILITY FEE FUND

Material & Services	\$	1,658,875	
Transfers	\$	401,210	
Contingency	\$	308,230	
Total ROAD UTILITY FEE FUND Appropriations			\$ 2,368,315
Reserves	\$	256,440	
Total ROAD UTILITY FEE FUND			<u>\$ 2,624,755</u>

ROAD OPERATING FUND

Personal Services	\$ 632,265	
Material & Services	\$ 1,051,045	
Capital Outlay	\$ 1,204,500	
Transfers	\$ 1,305,680	
Contingency	<u>\$ 629,205</u>	
Total ROAD OPERATING FUND Appropriations		\$ 4,822,695
Reserves	<u>\$ 1,376,035</u>	
Total ROAD OPERATING FUND		<u><u>\$ 6,198,730</u></u>

CORE AREA PARKING DISTRICT FUND

Material & Services	\$ 26,600	
Capital Outlay	\$ -	
Transfers	\$ 33,960	
Contingency	<u>\$ 10,440</u>	
Total CORE AREA PARKING DISTRICT FUND Appropriations		\$ 71,000
Reserves	<u>\$ 173,000</u>	
Total CORE AREA PARKING DISTRICT FUND		<u><u>\$ 244,000</u></u>

TUALATIN SCIENCE AND TECHNOLOGY SCHOLARSHIP FUND

Material & Services	<u>\$ 2,500</u>	
Total TUALATIN SCHOLARSHIP FUND Appropriations		\$ 2,500
Reserves	<u>\$ 50,710</u>	
Total TUALATIN SCHOLARSHIP FUND		<u><u>\$ 53,210</u></u>

GENERAL OBLIGATION BOND FUND

Debt Service	<u>\$ 2,881,750</u>	
Total GO BOND DEBT FUND Appropriations		\$ 2,881,750
Reserves	<u>\$ 75,000</u>	
Total GO BOND DEBT FUND		<u><u>\$ 2,956,750</u></u>

ENTERPRISE BOND FUND

Material & Services	\$ 495	
Debt Service	<u>\$ 1,026,470</u>	
Total ENTERPRISE BOND FUND Appropriations		\$ 1,026,965
Reserves	<u>\$ 525,270</u>	
Total ENTERPRISE BOND FUND		<u><u>\$ 1,552,235</u></u>

WATER DEVELOPMENT FUND

Capital Outlay	\$	-	
Transfers	\$	255,045	
Contingency	\$	1,601,285	
Total WATER DEVELOPMENT FUND			<u>\$ 1,856,330</u>

SEWER DEVELOPMENT FUND

Material & Services	\$	576,000	
Capital Outlay	\$	864,000	
Transfers	\$	61,460	
Contingency	\$	3,673,540	
Total SEWER DEVELOPMENT FUND			<u>\$ 5,175,000</u>

STORMWATER DEVELOPMENT FUND

Capital Outlay	\$	170,000	
Transfers	\$	31,545	
Contingency	\$	414,945	
Total STORMWATER DEVELOPMENT FUND			<u>\$ 616,490</u>

PARK DEVELOPMENT FUND

Material & Services	\$	7,500	
Capital Outlay	\$	1,152,000	
Transfers	\$	79,510	
Total PARK DEVELOPMENT FUND Appropriations			\$ 1,239,010
Reserves	\$	2,180,915	
Total PARK DEVELOPMENT FUND			<u>\$ 3,419,925</u>

TRANSPORTATION PROJECT FUND

Material & Services	\$	10,000	
Capital Outlay	\$	5,921,000	
Transfers	\$	86,030	
Contingency	\$	13,996,800	
Total TRANSPORTATION PROJECT FUND Appropriations			\$ 20,013,830
Reserves	\$	29,020	
Total TRANSPORTATION PROJECT FUND			<u>\$ 20,042,850</u>

TUALATIN CITY SERVICES BUILDING FUND

Capital Outlay	\$	6,200,000	
Total TUALATIN SERVICE CENTER FUND			\$ 6,200,000

VEHICLE REPLACEMENT FUND

Capital Outlay	\$	-	
Total VEHICLE REPLACEMENT FUND Appropriations			\$ -
Reserves	\$	729,800	
Total VEHICLE REPLACEMENT FUND			<u>\$ 729,800</u>

TRANSPORTATION DEVELOPMENT TAX FUND

Capital Outlay	\$	835,000	
Transfers	\$	31,800	
Contingency	\$	11,293,410	
Total TRANSPORTATION DEVELOP TAX FUND			<u>\$ 12,160,210</u>

TOTAL APPROPRIATED - ALL FUNDS	\$	113,249,815
TOTAL RESERVES	\$	15,587,870
TOTAL UNAPPROPRIATED - ALL FUNDS	\$	5,184,880
TOTAL BUDGET	\$	<u>134,022,565</u>

Section 3. The City Council of the City of Tualatin hereby imposes the taxes provided for in the adopted budget at the rate of \$2.2665 per \$1,000 assessed value for operations and in the amount of \$2,923,950 for bonds; and that these taxes are hereby imposed and categorized for tax year 2020-21 upon the assessed value of all taxable property within the district.

General Government Limitation	Excluded from Limitation
General Fund...\$2.2665/\$1,000	Debt Service Fund...\$2,923,950

Section 4. The Finance Director shall certify to the County Assessors of Washington County and Clackamas County, Oregon, the tax levy made by this resolution; and file with the County Clerks a true copy of the Budget as finally adopted.

INTRODUCED AND ADOPTED this 22nd day of June, 2020.

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: Tabitha Boschetti, AICP, Assistant Planner
Steve Koper, AICP, Planning Manager

DATE: June 22, 2020

SUBJECT:

Proposed annexation to the City of Tualatin of approximately 0.41 acres of property located at 10835 SW Tualatin Road, Tax ID 2S115DD00800 (File No. ANN 20-0002 and Ordinance No. 1439-20) and withdrawal of same property from the Washington County Enhanced Sheriff Patrol District.

RECOMMENDATION:

Staff recommends that Council approve File No. ANN 20-0002 and adopt Ordinance No. 1439-20.

EXECUTIVE SUMMARY:

This matter is a quasi-judicial public hearing.

The applicant, property owners Anna and Daniel Park, request approval to annex to the City Tualatin approximately 0.41 acres of property located at 10835 SW Tualatin Road, Tax ID 2S115DD00800. The property is currently developed with a single-dwelling home dating from the 1930s and garage. No public right-of-way is part of the subject territory to be annexed. No development or other modifications to the property are proposed as part of this request. The land is contiguous to the existing Tualatin city limits on all sides, and is currently located within unincorporated Washington County and the City of Tualatin Urban Planning Area.

If approved, in conjunction with approval of the proposed annexation, the subject properties would be withdrawn from the Washington County Enhanced Sheriff Patrol District (ESPD). Upon annexation, Low Density Residential (RL) zoning would be applied, consistent with the Community Plan Map, Map 9-1.

Before granting the proposed annexation, the City Council must find that the annexations conform to the applicable criteria of TDC Section 31.010, Metro Code Section 3.09, and ORS 222. The Analysis and Findings (Exhibit 3) examines the application in respect to the requirements for granting an annexation. Staff finds that the annexation meets the applicable criteria.

OUTCOMES OF RECOMMENDATION:

Approval of the annexation request and adoption of Ordinance No. 1439-20 will result in the following:

- Annexation of the property to the City of Tualatin.
- Designation of the property with the Low Density Residential (RL) zone;
- Concurrent withdrawal of the property from the Washington County Enhanced Sheriff Patrol

District.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation include:

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

FINANCIAL IMPLICATIONS:

The City will receive an increased share in property tax revenue offset by the cost of provision of services.

ATTACHMENTS:

Ord 1439-20 10835 SW Tualatin Road Annexation

Exhibit 1. Legal Description

Exhibit 2. Map

Exhibit 3. Analysis, Findings, and Exhibits

Attachment A: Application

Attachment B: Community Plan Map 9-1

Attachment 1. Council Presentation

Attachment 2. Public Comment

ORDINANCE NO. 1439-20

AN ORDINANCE ANNEXING TERRITORY AT 10835 SW TUALATIN ROAD, TAX ID 2S115DD00800, INTO THE CITY OF TUALATIN; AND WITHDRAWING THE TERRITORY FROM THE WASHINGTON COUNTY ENHANCED SHERIFF PATROL DISTRICT (FILE NO. ANN 20-0002)

WHEREAS, property owners Anna and Daniel Park submitted a petition for annexation of approximately 0.41 acres of property located at 10835 SW Tualatin Road, Tax ID 2S115DD00800, hereafter called the "Property," into the City of Tualatin;

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

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

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

WHEREAS, Metro does not oppose the annexation;

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

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

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

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

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

WHEREAS, the Council conducted a public hearing relating to the annexation on June 22, 2020, where Council heard and considered the testimony and evidence presented by the City staff, the applicant, and those appearing at the public hearing; and

WHEREAS, after the conclusion of the public hearing Council determined the annexation is consistent with all applicable legal requirements of state law, Metro code, and City ordinances related to annexing property and voted to approve the application by unanimous vote.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

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

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

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

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

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

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

Section 7. The property is, and will remain, a part of the Clean Water Services district for the provision of sanitary sewer, storm, and surface water management.

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

Adopted by the City Council this ____ day of _____, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

Legal Description for Annexation

A tract of land in the Southeast quarter of Section 15, Township 2 South, Range 1 West, Willamette Meridian, described in Washington County recording number 2019-33363, more particularly described as follows:

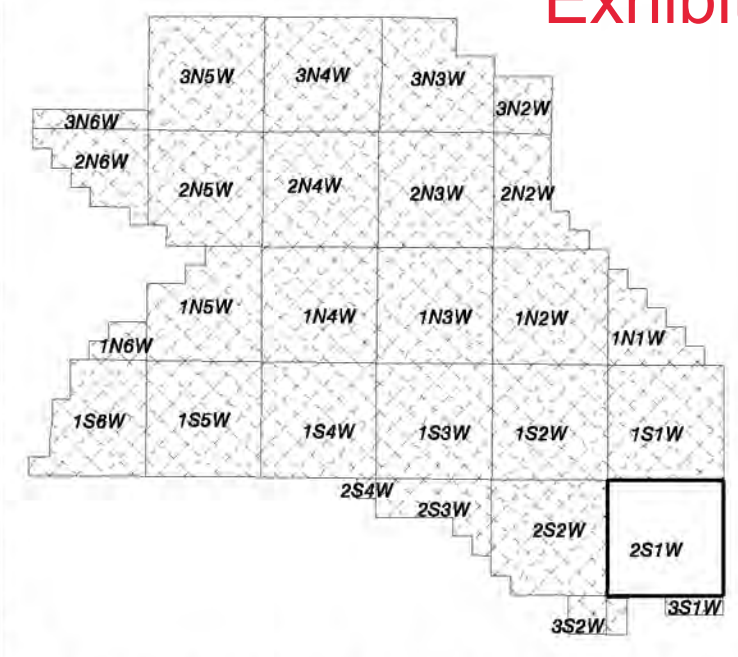
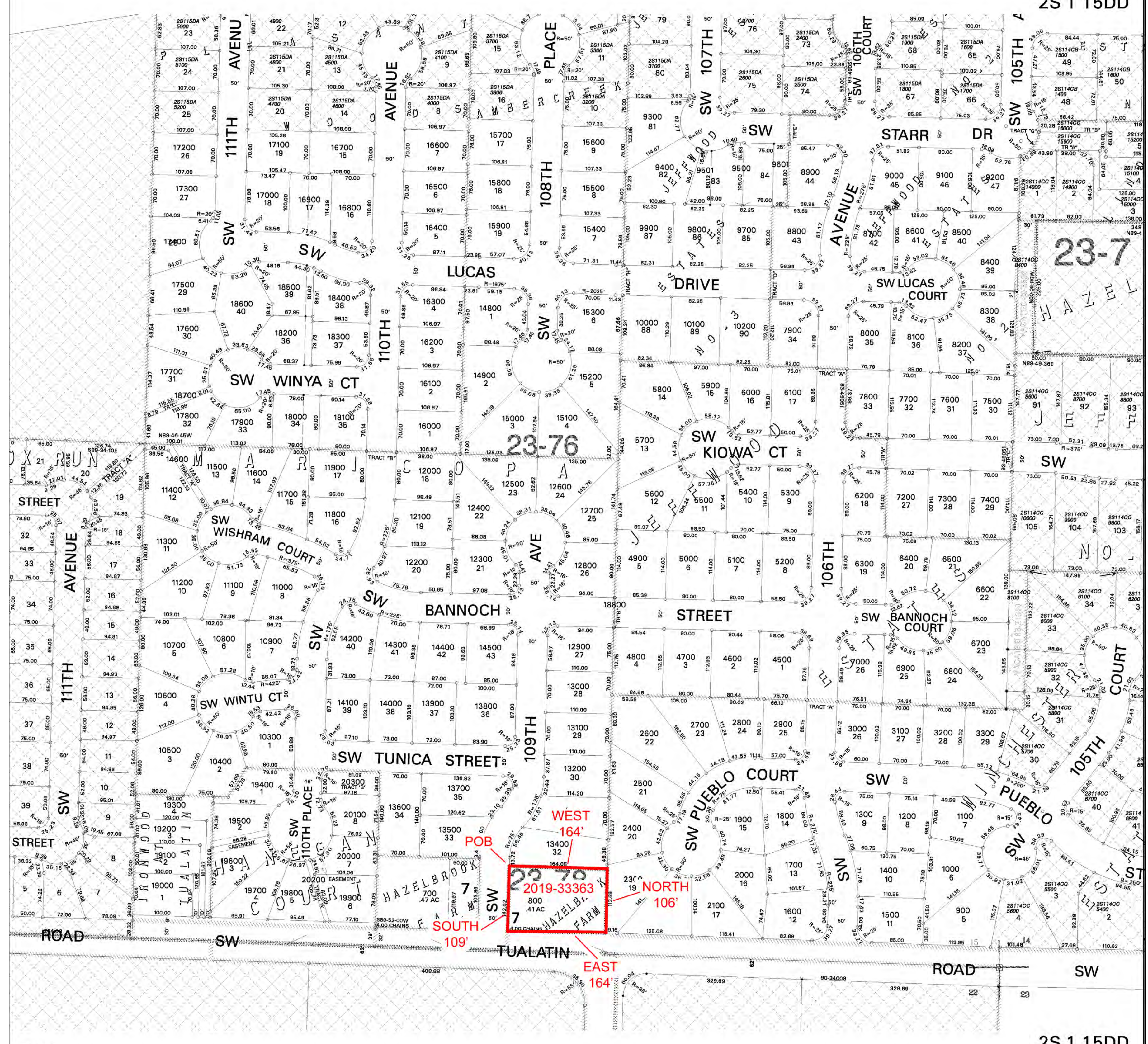
Beginning at the Southwest corner of lot 32 "Maricopa" on the East line of SW 109th Avenue; thence along said East line, South 109 feet to the North line of SW Tualatin Road; thence along said North line, East 164 feet to the Southerly extension of said plat of "Maricopa"; thence along said Southerly extension, North 106 feet to the Southeast corner of said lot 32; thence along the South line of said lot, West 164 feet to the place of beginning.

ANNEXATION CERTIFIED

BY  _____

MAR 11 2020

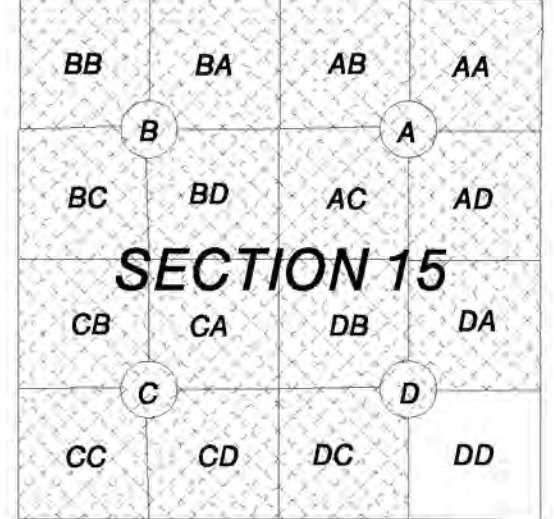
**WASHINGTON COUNTY A & T
CARTOGRAPHY**



WASHINGTON COUNTY OREGON
SE1/4 SE1/4 SECTION 15 T2S R1W W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 2S115DD
3700,101,200,3400,7100,100,300,4200,400,500,601,4201,
4401,4402,3500,3600,3800,3900,4000,4100,14700,16901,
18001,18201,18501,9600,4300,18900,600,4400,

ANNEXATION CERTIFIED BY
WASHINGTON COUNTY
CARTOGRAPHY
3/11/2020

PLOT DATE: June 22, 2006
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

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



Analysis and Findings

10835 SW Tualatin Road Annexation

Case #:	ANN 20-0002
Project:	10835 SW Tualatin Road Annexation
Location:	10835 SW Tualatin Road; Tax ID 2S115DD00800
Owner/Applicants:	Anna and Daniel Park

Introduction

A. Applicable Criteria

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

B. Project Description

The property at 10835 SW Tualatin Road is a 0.41 acre parcel of unincorporated Washington County otherwise fully surrounded by the City of Tualatin. The owner-applicants intend to annex the property into the City of Tualatin to facilitate development of an improved single-family detached dwelling with full access to surrounding available utilities. The scope of this review is limited to the suitability of annexing the parcel into the City of Tualatin and other districts. No development is proposed as part of the request.

In conjunction with approval of the proposed annexation, the subject property are withdrawn from the Washington County Enhanced Sheriff Patrol District (ESPD) and Washington County Urban Road Maintenance District. The territory is already within the Clean Water Services District.

C. Site Description

The subject territory comprises 0.41 acres of relatively flat land, currently developed with a single-dwelling home dating from the 1930s and a detached garage. No public right-of-way is part of the subject territory to be annexed.

The territory is surrounded by detached single-family dwellings to the east, west, and north. To the south, across SW Tualatin Road, is industrial development in the Manufacturing Park and Light Manufacturing zones.

D. Attachments

- A. Application
- B. Community Plan Map 9-1

TDC Chapter 33, Applications and Approval Criteria**Section 33.010 Annexations**

To grant an annexation application, the Council must find:

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

Finding:

As shown in Attachment B, the subject property is within the Metro Urban Growth Boundary and within Tualatin's Urban Planning Area. This standard is met.

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

Finding:

As shown in Attachment A, the property owners have petitioned to have the territory annexed. This standard is met.

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

Chapter 3.09 Local Government Boundary Changes**Chapter 3.09.050 Hearing and Decision Requirements for Decisions Other Than Expedited Decisions**

[...]

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

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

Finding:

The subject territory is a single parcel of 0.41 acres surrounded by developed residential and industrial land within the City of Tualatin. The Low Density Residential (RL) zone to be applied upon annexation would permit the creation of up to two

parcels, yielding two possible primary dwellings, which would constitute a minimal impact on an area with developed roadways and utilities. This standard is met.

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

Finding:

The proposed boundary change will withdraw the property from the Washington County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District. This standard is met.

3. The proposed effective date of the boundary change.

[...]

Finding:

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

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

Finding:

These standards are addressed below.

3.09.045 Expedited Decisions

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

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

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

Finding:

The Urban Planning Area Agreement between Washington County and the City of Tualatin acknowledges this property as part of the City of Tualatin's Urban Planning Area. As such, this agreement stipulates that urban services will generally be provided by the City upon annexation, except where the City holds intergovernmental agreements (IGAs) with other service providers.

The subject territory is already within, and would remain within, the Clean Water Services District, Tualatin Valley Fire and Rescue, TriMet, and the Tigard-Tualatin School District. The annexation would prompt withdrawal from the Washington

County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District. The annexation would not create any inconsistencies with any urban service agreements. This standard is met.

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

Finding:

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

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

Finding:

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

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

Finding:

The City's Transportation System Plan (2014) and public facilities plans contained within Tualatin's Comprehensive Plan reflect the Urban Planning Area that contains the extent of this territory and plans for eventual annexation. This standard is met.

e. Any applicable comprehensive plan;

Finding:

The City of Tualatin's Comprehensive Plan contains the Community Plan Map 9-1, (Attachment B) showing this territory as part of the Urban Planning Area.

The provisions of the Comprehensive Plan that relate to annexations, found in TDC Chapter 4, Community Growth, are fully reflected in the criteria presented in the implementing sections of the TDC Chapter 33.010, Annexations, and Chapter 32.260, Annexation Procedures. This standard is met.

f. Any applicable concept plan; and

Finding:

This territory is within the Hazelbrook Planning Area as indicated in the Tualatin Community Plan, Chapter 9. Annexation of this parcel is consistent with the description of this planning area and future zoning. This standard is met.

2. Consider whether the boundary change would:

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

Finding:

Annexation of this parcel is consistent with timely, orderly, and economic provision of public facilities and services; all necessary supportive services are in place to support continued development on this small parcel. The extent of possible development have minimal to no impact on the ability of the City to continue providing urban services to this and surrounding property; new facilities and services will not be necessitated. Making use of these existing services in a largely developed area is highly supportive of the overall intent of this section.

Standards A through C are met.

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

Finding:

The subject territory is wholly within the UGB. This standard is met.

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

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

Finding:

As shown on the Community Plan Map 9-1 (Attachment B), the subject property is not within a city and is contiguous to the City of Tualatin. This standard is met.

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

Finding:

The subject properties are in the Washington County Enhanced Sheriff Patrol District and the Washington County Urban Road Maintenance District. As part of this annexation, the subject properties will be withdrawn from the Enhanced Sheriff Patrol District and the Urban Road Maintenance District. Police services will be provided by the City of Tualatin. Because the proposed boundary change is consistent with state and local law, this standard is met.

Conclusion and Recommendation:

Based on the application and the above analysis and findings, the proposed annexation complies with applicable Oregon Revised Statutes, Metro Code, and TDC. Accordingly, staff recommends City Council approval of File No. ANN 20-0002 and adoption of corresponding Ord. No. 1439-20.

April 27, 2020

Narrative addressing the criteria in 33.010(5):

Daniel and Anna Park now submit their application for annexation, believing that the Tualatin City Council will find the following items to be true of their application:

That the territory to be annexed at 10835 SW Tualatin Rd, in Tualatin OR is within the Metro Urban Growth Boundary, as it is surrounded on the north, west, south and east sides by properties currently within the Tualatin Urban Growth Boundary. Please see the enclosed Petition to Annex form that is signed by both of the property owners, Daniel and Anna Park. Upon reviewing Metro Code 3.09 and ORS Chapter 222, we have found that this application conforms to the applicable criteria for a minor boundary change, and is consistent with the applicable provisions of ORS Chapter 222. Please find the following components required for the application enclosed: A certified map and legal description of the subject property, the names and addresses of all of the property owners and the required certifications.



CITY OF TUALATIN
Community Development Department-Planning Division
Land Use Application—Type IV

PROPOSAL NAME Annexation of 10835 SW Tualatin Rd, Tualatin, OR

PROPOSAL SUMMARY *(Brief description)*

To annex the property located at 10835 SW Tualatin Rd, Tualatin, OR 97062 from unincorporated Washington County into the city of Tualatin.

PROPERTY INFORMATION

Location *(address if available)*: 10835 SW Tualatin Rd, Tualatin, OR 97062
 Tax Map & Lot #(s): 2S115DD00800 Planning District: Urban Unincorporated Washington Co.
 Total site size: 0.41 acres Developed Undeveloped

APPLICANT/CONTACT INFORMATION

Applicant or Primary Contact Name: Anna Park
 Mailing Address: 9333 SW Nez Perce Ct
 City/State: Tualatin, OR Zip: 97062
 Phone: 503-930-1525 Email: danielandanna park@gmail.com
 Applicant's Signature: Anna Park Date: _____

I hereby acknowledge that I have read this application and understand the requirements for approving and denying the application, that the information provided is correct, that I am the owner or authorized agent of the owner, and that plans submitted are in compliance with the City of Tualatin Development (TDC) and Municipal (TMC) Codes.

PROPERTY OWNER/DEED HOLDER INFORMATION

Name: Daniel Park, Anna Park
 Mailing Address: 9333 SW Nez Perce Ct
 City/State: Tualatin, OR Zip: 97062
 Phone: 503-930-1525 Email: danielandanna park@gmail.com
 Property Owner Signature: Daniel Park Date: 4/27/20

Power of attorney or letter of authorization required if application not signed by the property owner/deed holder.

LAND USE APPLICATION TYPE

- Annexation (ANN) Plan Map Amendment (PMA)
 Conditional Use Permit (CUP) Plan Text Amendment (PTA)
 Central Urban Renewal Master Other _____
 Historic Landmark Designation or Removal of Designation (HIST)

FOR STAFF USE ONLY

Case No.: _____
 Date Received: _____
 By: _____
 Fee Amount \$: _____
 Received by: _____

Neighborhood Meeting Notes

Re: Annexation of 10835 SW Tualatin Rd, Tualatin, OR 97062

March 12, 2020 at 6:00pm

Juanita Pohl Center

In Attendance:

Anna Park, Mark Edwards, Kelly Gallagher, Mark Van Horn, Sue Hein, Chris Hein, Mike Ryan, Mike Hannegan, Tracy Hensley, Mollie Uselman, Stacy Shetler

Main Points Covered:

A brief introduction to Daniel and Anna and Family was made: Anna is a native Oregonian and Daniel is a long-time resident. They are currently Tualatin residents. Their children are students in Tualatin, one of whom will be attending nearby Hazelbrook Middle School next year.

Location: A map of the tax lot was shared, along with a description of the lot location north of Tualatin Road, and East of 109th Ave on the corner. Anna explained that this lot is currently in unincorporated Washington County, and annexation will be into the city of Tualatin. Zoning will become RL, residential low density.

Current site plan and future site plan: An aerial view including designations of the utility lines, and an image showing the lot shape and footprint of the existing structures were shown, and Anna showed where the shed, juniper and birch tree had been removed and the blackberries cut back. She indicated that asbestos abatement would begin on the old house soon. Two possible plans for the lot are being discussed, depending on certain factors. One is to build a new custom home on the site near where the old house is. The other possibility is to remodel the existing house. She explained that if new construction begins, then the Tualatin development code will be triggered, requiring a masonry wall along Tualatin Road, and the existing driveways will be closed with one driveway to the property installed along 109th Avenue. Required set-backs will be applied.

Comments and Questions:

Mollie Uselman, Mike Ryan, Mark Vanhorn, Sue Hein and Chris Hein all extended a warm welcome to the neighborhood. Mike Ryan inquired about the site plan for the property and if one or two homes would be constructed. Anna answered that the plan is only for one home on the property. Mark Edwards volunteered to help tear down the old existing fence. Mike Ryan offered painting and handyman services. It was discussed whether the middle school is in easy walking distance of the property and Mike Ryan said it was, with many kids passing by his house in the morning. One man who did not identify himself on the sign-in sheet, but who lives off of 109th Ave and who works for the Washington County building department, inquired about the sewer line location, future driveway location and masonry fence. The utility lines and access points were pointed out on the photo, and the Tualatin development code was discussed in relation to these changes. Mollie Uselman asked if our address would be changing once the driveway was relocated to 109th Ave and most people agreed that it would change.

PETITION TO ANNEX

To the Council and City of Tualatin:

We, the undersigned owner(s) of the property described below and/or elector(s) residing at the referenced location, hereby petition for, and give consent to, annexation of said property to the City of Tualatin. We understand that the City will review this request in accordance with ORS Chapter 222 and applicable regional and local policies prior to approving or denying the request for annexation.

Signature	Printed Name	Date	I am a*			Address	Property Description			
			PO	RV	OV		QTR	TWN	RANGE	LOT
<i>Anna K. Park</i>	Anna K. Park	3/10/20	X			10835 SW Tualatin Rd	SESE	2 S	1 W	7
<i>Daniel Park</i>	Daniel Park	3/10/20	X			10835 SW Tualatin Rd	SESE	2 S	1 W	7


* Please check one of the following: PO: Property Owner; RV: Registered Voter; OV: Property Owner & Registered Voter

Legal Description for Annexation

A tract of land in the Southeast quarter of Section 15, Township 2 South, Range 1 West, Willamette Meridian, described in Washington County recording number 2019-33363, more particularly described as follows:

Beginning at the Southwest corner of lot 32 "Maricopa" on the East line of SW 109th Avenue; thence along said East line, South 109 feet to the North line of SW Tualatin Road; thence along said North line, East 164 feet to the Southerly extension of said plat of "Maricopa"; thence along said Southerly extension, North 106 feet to the Southeast corner of said lot 32; thence along the South line of said lot, West 164 feet to the place of beginning.

ANNEXATION CERTIFIED

BY  _____

MAR 11 2020

WASHINGTON COUNTY A & T
CARTOGRAPHY

Annexation Application
Community Development Department - Planning Division

CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I certify that the description of the property included within the attached petition (located on Assessor's Map 2S 1 15 DD) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.

<u>TED FOSTER</u> Printed Name	<u>C-15 TRACT</u> Title	_____
<u>[Signature]</u> Signature	<u>3/11/20</u> Date	_____
<u>CARTOGRAPHY</u> Department	<u>WASHINGTON</u> County of	_____

ANNEXATION CERTIFIED

BY TF

MAR 11 2020

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

Old Republic Title Company of Oregon 5511005975

**RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY OF OREGON**

Escrow No.: 5511005975
APN: R524016

WHEN RECORDED MAIL TO

Daniel K. Park and Anna K. Park
20243 SW 93rd Ave
Tualatin, OR 97062

MAIL TAX STATEMENT TO

Daniel K. Park and Anna K. Park
20243 SW 93rd Ave
Tualatin, OR 97062

Washington County, Oregon **2019-033363**
D-DW
Stn=7 C LOUCKS **05/30/2019 01:43:17 PM**
\$15.00 \$11.00 \$5.00 \$60.00 \$209.00 **\$300.00**

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of
Assessment and Taxation, Ex-Officio

SPACE ABOVE RESERVED FOR RECORDER'S USE

WARRANTY DEED

Craig E Fritz, Grantor, conveys and warrants to Daniel K. Park and Anna K. Park, as Tenants by the Entirety, Grantee, the following described real property in the County of Washington, State of Oregon, described as follows:

See "Exhibit A" attached hereto and made a part hereof.

The described real property is free of all liens and encumbrances except (if none, so state):

See "Exhibit A" attached hereto and made a part hereof.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$208,263.00.

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

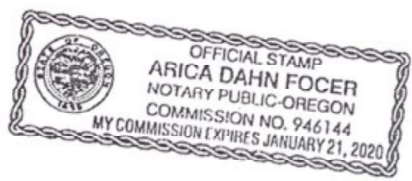
Dated this 14 day of May, 2019.

Craig E Fritz
Craig E Fritz

STATE OF OREGON
County of Clackamas

This instrument was acknowledged before me on this 14th day of May, 2019 by Craig E Fritz.

Arica Dahn Focer
Notary Public for Oregon
My Commission Expires: 1-21-20



Order No.: 5511005975

EXHIBIT A

All of Lot 7, HAZELBROOK FARM, in the County of Washington and State of Oregon.

EXCEPT that parcel conveyed by deed to Charles L. Roberts, et ux, recorded in Washington County Deed Records, at Book 465, page 213, and

EXCEPT that parcel conveyed to Curtis C. Tigard, et ux, recorded in Washington County Deed Records, at Book 506, page 73.

Exceptions:

The subject property lies within the boundaries of the Clean Water Services service district and is subject to the levies and assessments thereof. None found as of the effective date herein.

Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Tualatin Road.

An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following,

Granted To	:	City of Tualatin
For	:	Pedestrian walkway
Recorded	:	June 07, 1993 in Official Records under Document No. <u>93044580</u>

PROPERTY OWNER INFORMATION

(This form is NOT the petition)

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

NAME OF OWNER/VOTER (V)	MAILING ADDRESS
PROPERTY DESIGNATION	PROPERTY ADDRESS (if different)
(Indicate Section, Township, Range and Lot No.)	
(1) Anna Park (v)	mailing: 9333 SW Nez Perce Ct, Tualatin, OR 97062
15 2S 1W 800	property: 10835 SW Tualatin Rd, Tualatin OR 97062
(2) Daniel Park	mailing: 9333 SW Nez Perce Ct Tualatin OR 97062
15 2S 1W 800	property: 10835 SW Tualatin Rd, Tualatin, OR 97062
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	

ANNEXATION PROPERTY INFORMATION SHEET

EXISTING CONDITIONS IN AREA TO BE ANNEXED:

Land area, in acres: 0.41

General description of territory (Include topographic features such as slopes, vegetation, drainage basins, and floodplain areas which are pertinent to this proposal): Level

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

North: Residential (RL) Tax lot: 2S115DD13400

South: ~~Residential~~ Manufacturing Park (MP) Tax lot: 2S122AA00800

East: Residential (RL) Tax lot: 2S115DD02300

West: Residential (RL) Tax lot: 2S115DD00700

EXISTING LAND USE:

Number of existing units/structures:

Single-family: 1 Multi-family: 0 Commercial: 0 Industrial: 0

Describe existing units/structures: 830 sq ft single family home, built 1935

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

Annexation Application
Community Development Department - Planning Division

Public facilities or other uses: NA

Total current year assessed valuation – Land \$: 231,250 Structures \$: 7,280

Total existing population: 0

Is the territory contiguous to the City limits: yes

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

URBAN SERVICE PROVIDERS:

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

County: Washington

Highway Lighting District: NA

Fire District: TVFR

Sanitary District: CWS

Water District: _____

Grade School District: Tigard-Tualatin

High School District: Tigard-Tualatin

Library District: Washington County Cooperative Library Services

Drainage District: _____

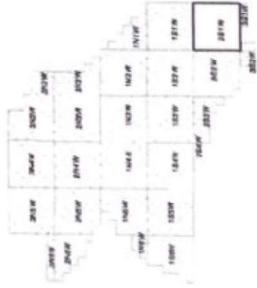
Parks & Recreation District: NA

Other: ODOT District: 2B

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

Property currently has an account with CWS, (storm water fee)

2S 1 15DD



WASHINGTON COUNTY OREGON
 SE 1/4 SE 1/4 SECTION 15 T2S R1W W.M.
 SCALE 1" = 100'

35	31	32	33	34	35	36	31
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12	7	6	9	10	11	12	7
19	18	17	16	15	14	13	16
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 2S115DD
 2019-33383
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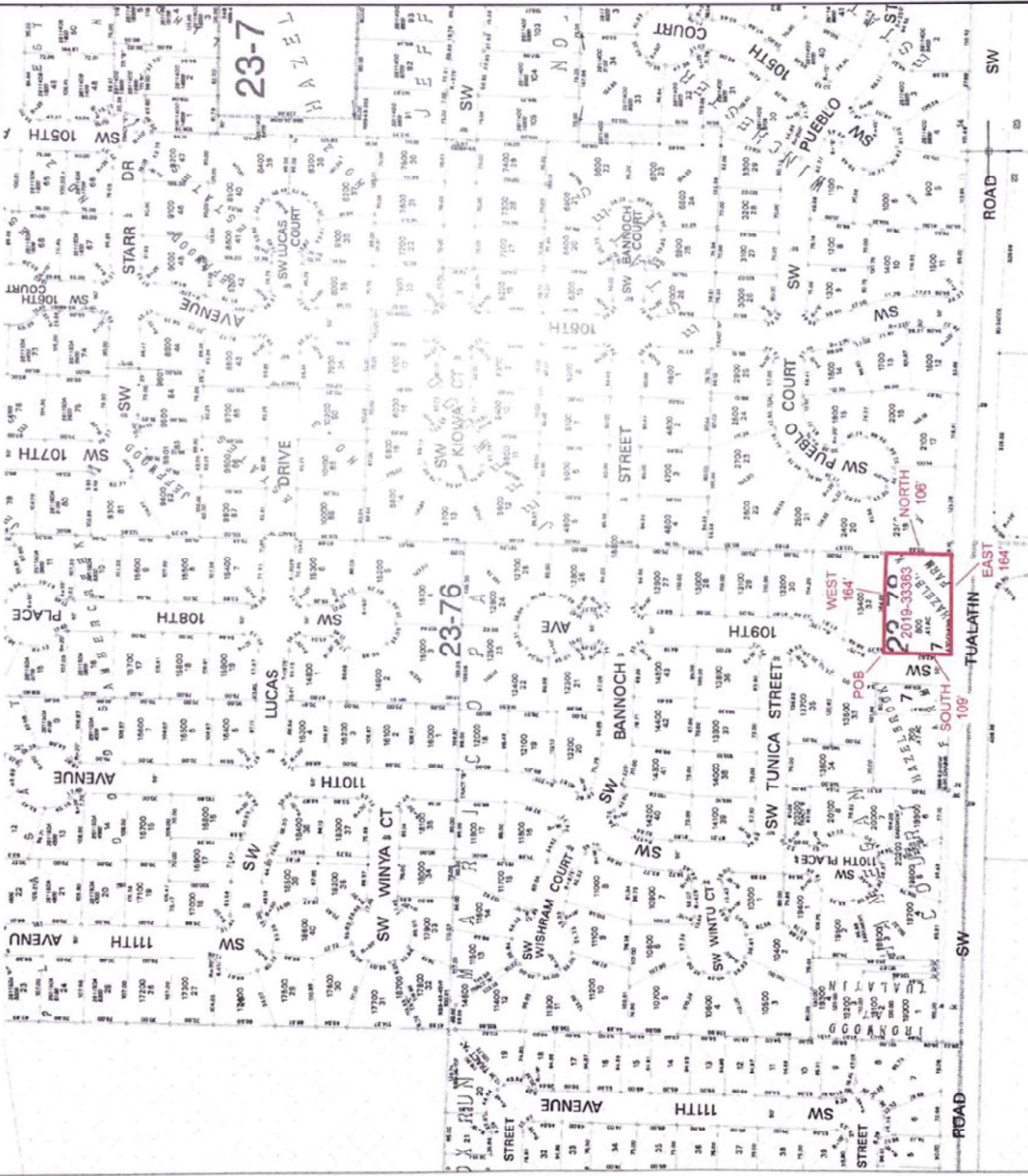
ANNEXATION CERTIFIED BY
 WASHINGTON COUNTY
 CARTOGRAPHY
 3/11/2020



PLOT DATE June 22, 2006
 FOR ASSESSMENT PURPOSES
 ONE FOOT PER INCH
 ON THIS MAP
 FOR OFFICIAL USE
 Map area enclosed by blue lines is not included in final
 county property boundaries. Please consult the appropriate Plat
 for the most current information.

TUALATIN
 2S 1 15DD

2S 1 15DD



2S 1 15DD

AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Anna K. Park being first duly sworn, depose and say:

That on the 26 day of February, 2020, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

Anna K. Park
Signature

SUBSCRIBED AND SWORN to before me this 26th day of February, 2020.



Rikki Ann Johns
Notary Public for Oregon
My commission expires: September 11, 2020

RE: _____

Daniel and Anna Park
PO Box 211, Tualatin, OR 97062

February 23, 2020

Dear Neighbor/Property Owner,

You are invited to attend an informal neighborhood meeting that will be held to provide information regarding the property located at: 10835 SW Tualatin Rd, Tualatin Oregon, at the corner of SW Tualatin Rd and SW 109th Ave. This property is currently zoned FD-10 under Washington County, and we, the owners, wish to annex this lot to the city of Tualatin, after which, it will be zoned RL for Residential Low Density and suitable for a single family home. We are happy to meet our nearby neighbors and to do our best to answer questions you might have about Tualatin Development Code and this land use application.

Meeting date and time: Thursday, March 12 at 6:00pm

Location: Juanita Pohl Center, Large Classroom at 8513 SW Tualatin Rd, Tualatin, OR 97062

Regards,

Anna Park

Ph: 503-347-4498

Email: danielandannapark@gmail.com

cc: Lsanford@tualatin.gov; Tualatin Community Development Department



Washington County, Oregon
05/11/2020 02:04:49 PM
D-IPPS Cnt=1 Str=10 A DUYCK
\$30.00 \$5.00 \$11.00 \$60.00 - Total = \$106.00

2020-040022



02595684202000400220060066

I, Margaret Garza, Interim Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio County Clerk

Return to:

CITY OF TUALATIN
18880 SW MARTINAZZI AVENUE
TUALATIN OR 97062-7092

COVER PAGE FOR RERECORDING

RERECORDED AT THE REQUEST OF THE CITY OF TUALATIN TO CORRECT LEGAL DESCRIPTION, PREVIOUSLY RECORDED AS DOCUMENT NUMBER 2020-032126

Name(s) of Transaction(s):

Waiver of Rights and Remedies

Names of Person (Grantor, Grantee, etc.):

Grantor: Petitioners Daniel and Anna Park

Grantee: City of Tualatin

After recording, return to:

CITY OF TUALATIN
DEPUTY CITY RECORDER
18880 SW MARTINAZZI AVENUE
TUALATIN OR 97062-7092

Consideration Statement: none

Until a change is requested, all tax statements shall be sent to the following address:

n/a

NAME OF DOCUMENT FOR RECORDING:
Waiver Of Rights And Remedies
Grantor: (Petitioner(s))
Grantee: City of Tualatin
Consideration: None.
Tax Statement to be mailed to: No change.
After Recording, Return To: City of Tualatin,
Attn: City Recorder, 18880 SW Martinazzi,
Tualatin, OR 97062



0258738620200321260040040

I, Margaret Garza, Interim Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio County Clerk

MEASURE 37 & 49 WAIVER OF RIGHTS AND REMEDIES

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

See attached legal description

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

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

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

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



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

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

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

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

DATED this 31st day of March, 2020

 (signature)	 (signature)
Petitioner Name: <u>Daniel Park</u>	Petitioner Name: <u>Anna K Park</u>
Date Signed: <u>3/31/2020</u>	Date Signed: <u>3/31/2020</u>

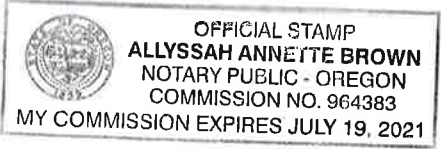
Petitioner (corporation, etc.) Name: _____
By: _____
Name of Signor: _____
Office/Title of Signor: _____

State of Oregon Oregon
County of Washington

On this 31st day of March, 2020 before me the undersigned Notary Public, personally appeared

Daniel + Anna Park
(Name of Petitioners signing; not Notary name)

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

WITNESS my hand and official seal (Do not write outside of the box)	Place Notary Seal Below
Notary Signature: <u>[Signature]</u> Notary name (legible): <u>Allyssah Annette Brown</u>	

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

City of Tualatin, Oregon

City Manager

Legal Description for Annexation

A tract of land in the Southeast quarter of Section 15, Township 2 South, Range 1 West, Willamette Meridian, described in Washington County recording number 2019-33363, more particularly described as follows:

Beginning at the Southwest corner of lot 32 "Maricopa" on the East line of SW 109th Avenue; thence along said East line, South 109 feet to the North line of SW Tualatin Road; thence along said North line, East 164 feet to the Southerly extension of said plat of "Maricopa"; thence along said Southerly extension, North 106 feet to the Southeast corner of said lot 32; thence along the South line of said lot, West 164 feet to the place of beginning.

ANNEXATION CERTIFIED

BY  _____

MAR 11 2020

WASHINGTON COUNTY A & T
CARTOGRAPHY

CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I certify that the description of the property included within the attached petition (located on Assessor's Map 2S 1 15 DD) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.

TED FOSTER C-1S TRST _____
Printed Name Title

[Signature] 3/11/20 _____
Signature Date

CARTOGRAPHY WASHINGTON _____
Department County of

ANNEXATION CERTIFIED

BY TF

MAR 11 2020

WASHINGTON COUNTY A & T
CARTOGRAPHY

CERTIFICATION OF SIGN POSTING



The applicant shall provide and post a sign pursuant to Tualatin Development Code (TDC 32.150). Additionally, the 18" x 24" sign must contain the application number, and the block around the word "NOTICE" must remain **medium purple** composed of the **RGB color values Red 112, Green 48, and Blue 160**. Staff has a Microsoft PowerPoint 2007 template of this sign design available through the Planning Division homepage at:
<https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>

As the applicant for the 10835 SW Tualatin Rd. Tualatin, OR project, I hereby certify that on this day, 05-10-2020, 2 sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

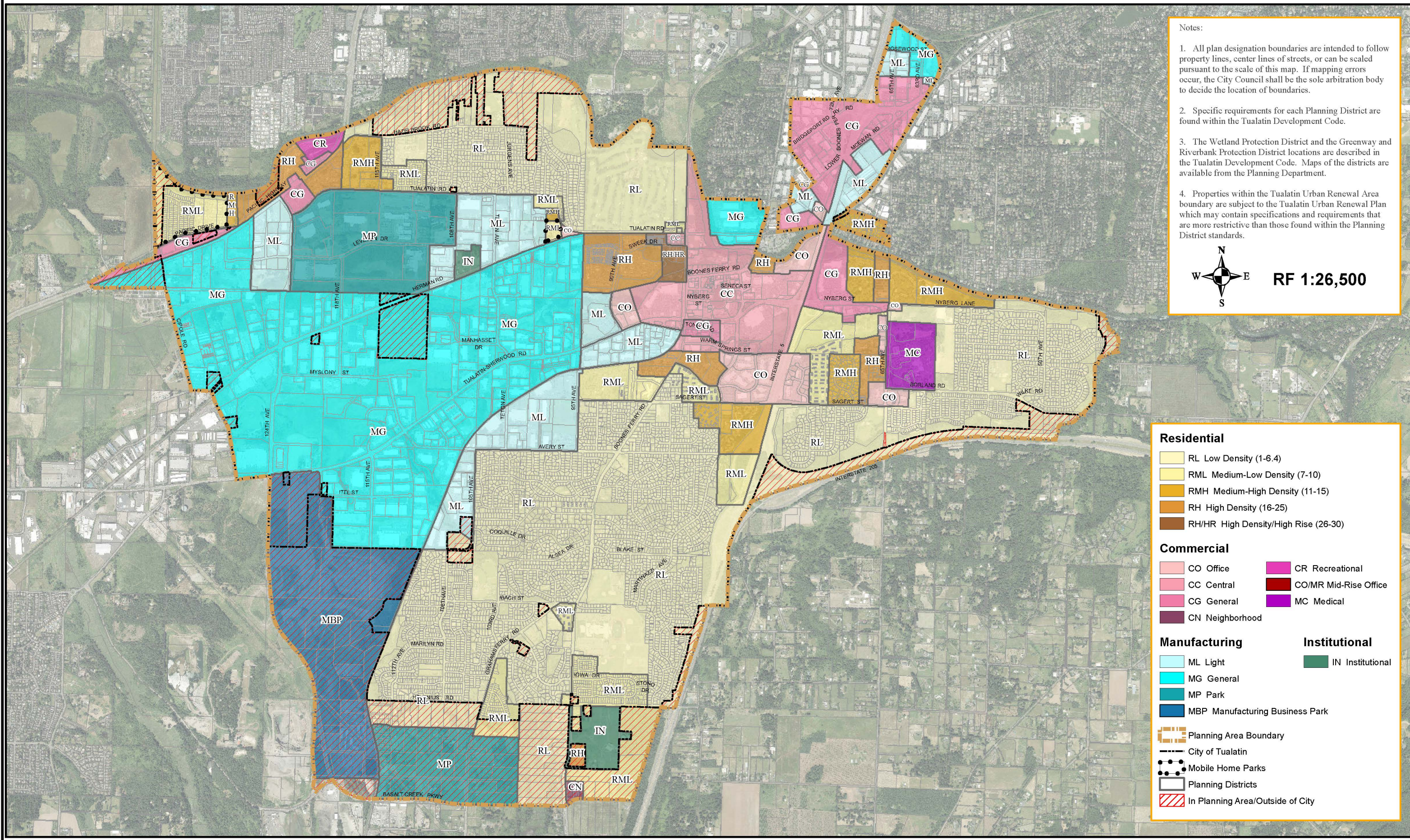
Applicant's Name: Anna K Park, Daniel Park
(Please Print)

Applicant's Signature: [Handwritten Signature]

Date: 5/10/20

Map 9-1 Community Plan Map

Exhibit B. Community Plan Map 9-1



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



Residential

- RL Low Density (1-6.4)
- RML Medium-Low Density (7-10)
- RMH Medium-High Density (11-15)
- RH High Density (16-25)
- RH/HR High Density/High Rise (26-30)

Commercial

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

Manufacturing

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

Institutional

- IN Institutional

Map Symbols

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

ANN 20-0002

10835 SW Tualatin Rd

Annexation

June 22, 2020



CITY OF

TUALATIN OREGON

PURPOSE

Public hearing to review a request for annexation to the City at 10835 SW Tualatin Road.



CITY OF

TUALATIN OREGON

SUBJECT PROPERTY



REQUEST

- Annexation of 0.41 acres of private property
- Located at SW Tualatin Road and SW 109th Ave
- Designated Low Density Residential (RL)
- Withdrawal from the Washington County Sheriff Extended Law Enforcement boundary
- No development is proposed with this application



CITY OF

TUALATIN OREGON

FUTURE ZONING



APPLICABLE CRITERIA

- TDC 33.010 Annexations
 - Within Urban Growth Boundary
 - Owner has petitioned to be annexed
 - Meets Metro Code 3.09
 - Meets ORS Chapter 222
- No development proposed



CONCLUSION & RECOMMENDATION

The proposed annexation complies with applicable Oregon Revised Statutes, Metro Code, and TDC.

Staff recommends City Council approve File No. ANN 20-0002 and adoption of Ordinance 1439-20.



CITY OF

TUALATIN OREGON

COUNCIL OPTIONS

- Approve ANN 20-0002 and adopt Ordinance 1439-20 as drafted;
- Deny ANN 20-0002;
- Continue discussion of ANN 20-0002.



QUESTIONS & DISCUSSION



Tabitha Boschetti

From: Jim Milne <jimkayaks@comcast.net>
Sent: Saturday, June 6, 2020 10:37 AM
To: Tabitha Boschetti
Subject: Annexation of 10835 SW Tualatin Rd

Follow Up Flag: Follow up
Flag Status: Completed

Hi Tabitha,

I received the notice of public hearing regarding the annexation of 10835 SW Tualatin Rd. I am not able to attend the hearing, but had a few questions...

- what is the current schedule for clean up of the property including house demo, landscaping clean up, and fence removal?
- is the plan to allow the fire department to burn the house down for practice? If so, when is that scheduled?
- following the annexation, what is the schedule for utility tie-ins and house construction?
- will this property be divided into two lots for two separate houses and properties?

I have been in contact with the city for years regarding this property and am glad to see it finally moving in the right direction. We have lived on 109th Ave for 17 years and have to drive past this blight everyday.

Thanks,
Jim Milne

Tabitha Boschetti

From: Dave Stribling <dastribling@comcast.net>
Sent: Saturday, June 6, 2020 8:21 PM
To: Tabitha Boschetti
Subject: Ann 20-0002

Follow Up Flag: Follow up
Flag Status: Flagged

Attention: **Planning Division** Ann 20-0002 annexation of 10835 SW Tualatin road

I would be nice to have a clearance back from the sidewalk over the years shrubs and the fence line make it hard to see cars coming on Tualatin road when you trying to turn from 109th Street onto Tualatin Road.



It has been worst than this picture over the years.

Any Change to 10835 SW Tualatin Rd. will be welcome.

David Stribling

10920 SW Tunica St.

Tualatin, OR.97062

503-320-2842



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: June 22, 2020

SUBJECT:

Consideration of Ordinance No. 1438-20 establishing the Mixed Use Commercial (MUC) zoning district; deleting the Mixed Use Commercial Overlay District; and amending plan map 9-1 to implement PTA 20-0001 and PMA 20-0001.

RECOMMENDATION:

Staff recommends Council adopt the ordinance.

EXECUTIVE SUMMARY:

Ordinance No. 1438-20 amends and adds new provisions to the Tualatin Development Code to establish the Mixed Use Commercial (MUC) zoning district and eliminate the Mixed Use Commercial Overlay District (MUCOD). The ordinance amends Tualatin Development Code Chapters 5, 6, 31, 38, 54, 57, 73A, 73B, 73C, and Figure 57-1 and Plan Map 9-1.

The City submitted an application for Plan Text Amendment (PTA) 20-0001 and Plan Map Amendment 20-0001. The City provided notice of the PTA and PMA to the Oregon Department of Land Conservation and Development, as provided in ORS 197.610. The City provided notice of the public hearing, as required by TDC 32.250 and TDC 33.070, and notice to all affected property owners in compliance with ORS 227.186 (Ballot Measure 56).

The Council held a public hearing on June 8, 2020, and considered all testimony and evidence presented at the public hearing. The Council unanimously approved the PTA 20-0001 and PMA 20-0001.

Ordinance No. 1438-20 amends the Tualatin Development Code to implement PTA 20-0001 and PMA 20-0001 to create the Mixed Use Commercial (MUC) zoning district.

ATTACHMENTS:

- Ordinance No. 1438.20

ORDINANCE NO. 1438-20

AN ORDINANCE RELATING TO ZONING; ESTABLISHING THE MIXED USE COMMERCIAL (MUC) ZONING DISTRICT; DELETING THE MIXED USE COMMERCIAL OVERLAY DISTRICT FROM THE TUALATIN DEVELOPMENT CODE; AMENDING TUALATIN DEVELOPMENT CODE CHAPTERS 5, 6, 31, 38, 54, 57, 73A, 73B, 73C, AND FIGURE 57-1 (PTA 20-0001); AND AMENDING PLAN MAP 9-1 (PMA 20-0001).

WHEREAS, the Council wishes to amend the Tualatin Comprehensive Plan and Tualatin Development Code to establish the Mixed Use Commercial (MUC) zoning district and eliminate the Mixed Use Commercial Overlay District (MUCOD);

WHEREAS, the Council wishes to amend Tualatin Development Code Chapters 5, 6, 31, 38, 54, 57, 73A, 73B, 73C, and Figure 57-1 to establish the Mixed Use Commercial (MUC) zoning district and related provisions;

WHEREAS, the Council wishes to amend Tualatin Comprehensive Plan Map 9-1 to implement the MUC zoning district;

WHEREAS, upon the application of Community Development Department, a public hearing was held before the City Council of the City of Tualatin on June 8, 2020, to consider adopting the proposed amendments to the Tualatin Comprehensive Plan and Tualatin Development Code;

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

WHEREAS, the City provided notice of the public hearing, as required by TDC 32.250 and TDC 33.070 and notice to all affected property owners in compliance with ORS 227.186 (Ballot Measure 56);

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

WHEREAS, the Council finds the proposed amendments to be in the best interest of the residents and inhabitants of the City and the public, the public interest will be served by adopting the amendments at this time, and the amendments conform to the Tualatin Community Plan and Tualatin Development Code.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TDC 5.020(4) (Assumptions) is amended to read as follows:

Ordinance No. 1438-20 - Exhibit 1

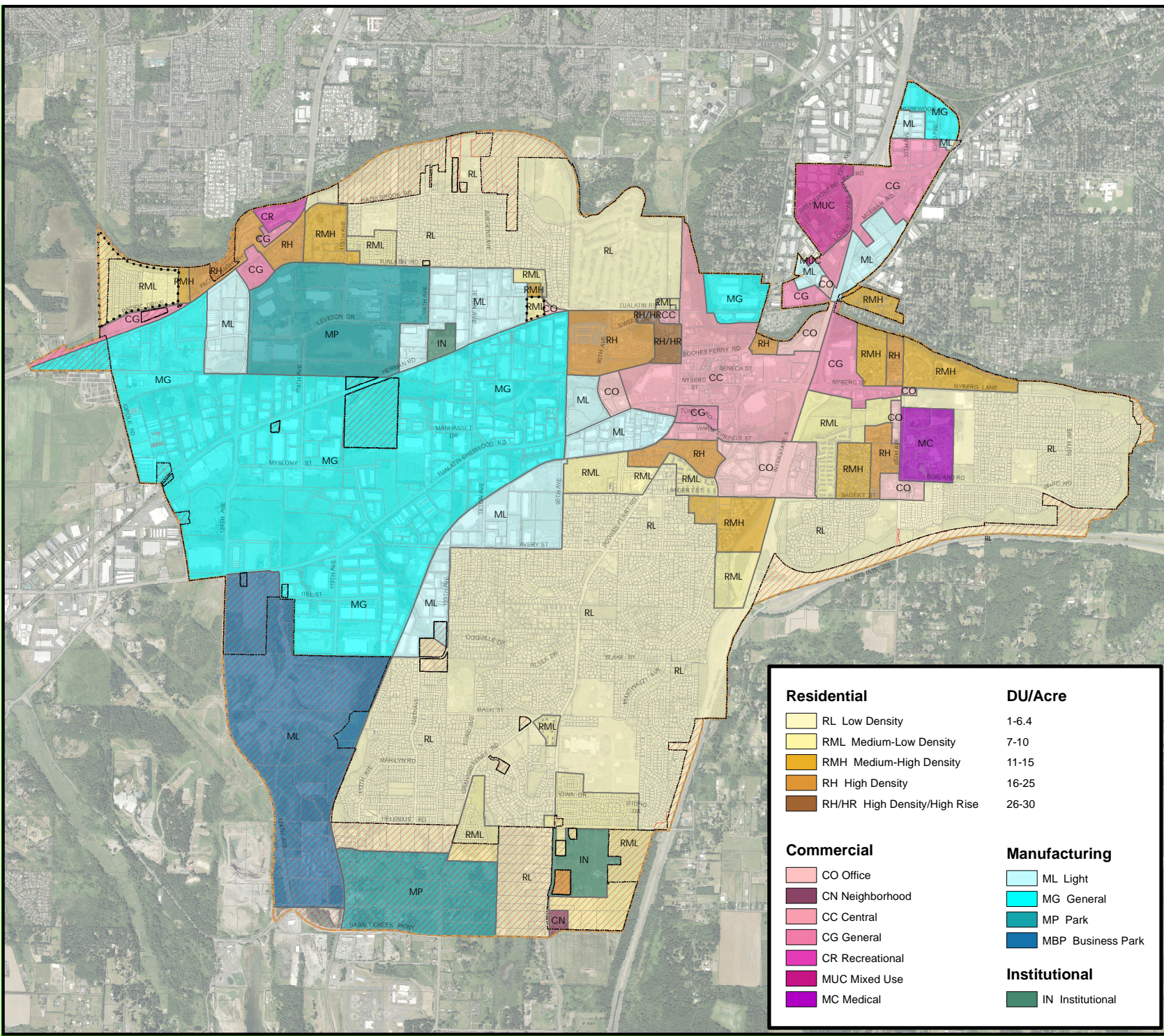


Community Plan Map -Planning Districts- Map 9-1

NOTES:

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

- Planning Area Boundary
- City Boundary
- In Planning Area/
Outside of City
- Manufactured Dwelling
Park Permitted



Residential		DU/Acre	
	RL Low Density	1-6.4	
	RML Medium-Low Density	7-10	
	RMH Medium-High Density	11-15	
	RH High Density	16-25	
	RH/HR High Density/High Rise	26-30	
Commercial		Manufacturing	
	CO Office		ML Light
	CN Neighborhood		MG General
	CC Central		MP Park
	CG General		MBP Business Park
	CR Recreational		IN Institutional
	MUC Mixed Use		
	MC Medical		



RF 1:38,000

Effective: TBD



**Analysis and Findings for
PTA 20 -0001 PMA 20-0001**

Project:	Mixed Use Commercial District Updates
Applicant:	City of Tualatin

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I. INTRODUCTION

A. Applicable Criteria

Applicable Statewide Planning Goals; Divisions 9 and 12 of the Oregon Administrative Rules; applicable Goals and Policies from the City of Tualatin Comprehensive Plan; applicable Sections of the City of Tualatin Development Code, including Section 33.070 (Plan Amendments).

B. Project Description

The City requests consideration of a Plan Text and Map Amendment (PTA 20-0001/PMA 20-0001) that would establish a Mixed Use Commercial District, which would be applied in the Durham Quarry Area, also known as the Bridgeport Village Area, which is currently subject to the provisions of the Mixed Use Commercial Overlay Zone (Chapter 57 of the Development Code). The updates also include a maximum building height increase from 70 to 100 feet in a limited geographic area, further limited to mixed use commercial/commercial lodging uses. The District would be applied to all lots eligible for the existing MUCOD designation. This area is located to the south and east of the boundary shared with Tigard, west of Interstate 5, and north of SW Lower Boones Ferry Road. The proposed amendments would facilitate development of vacant land and foster economic growth in the Bridgeport area.

C. Site Description and Surrounding Uses

Surrounding uses include a variety of commercial and residential uses:

North: City of Tigard

- Movie theater

South: General Commercial (CG)

- SW Lower Boones Ferry Road
- Providence Medical Group- Center for Medical Imaging

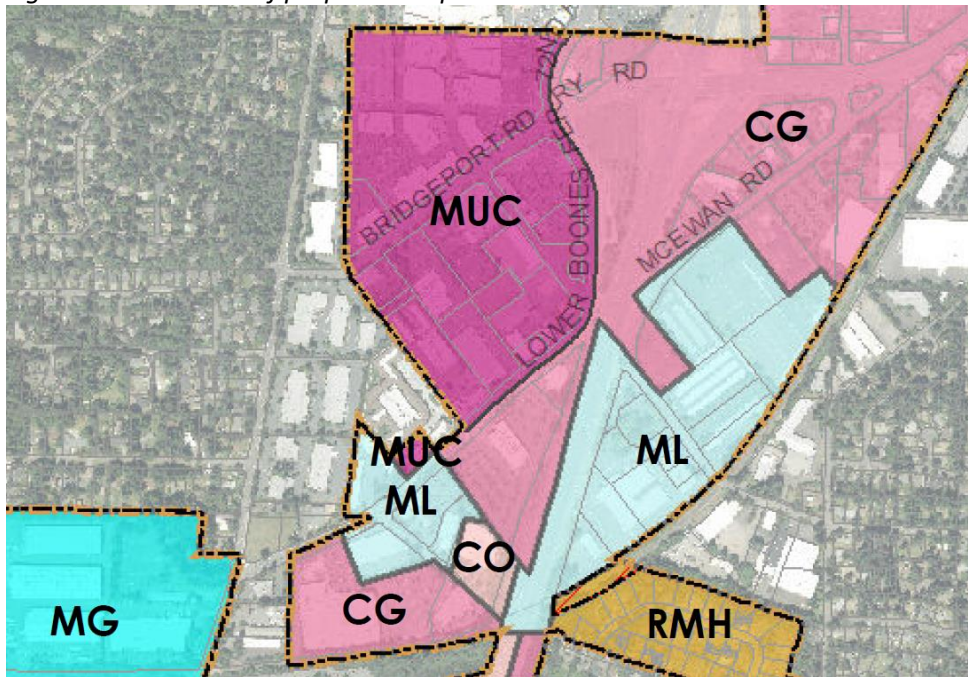
West: City of Tigard

- Business Parks

East: General Commercial (CG)

- Trimet Park and Ride
- Interstate 5

Figure 1: Aerial view of proposed map amendment area



D. Exhibit List

1. Transportation Planning Rule (TPR) Memorandum

II. FINDINGS

A. Oregon Statewide Planning Goals

Goal 1 – Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Finding:

The Tualatin Planning Commission held a public meeting on May 21, 2020, at which, an opportunity for public input was provided. The Planning Commission considered the proposed amendments, and forwarded a recommendation of approval of said amendments. The Planning Commission is an advisory body to the City Council, which was created to satisfy Goal 1 Public Involvement requirements. The Tualatin City Council will hold a hearing on the proposed amendments on June 8, 2020, at which an additional opportunity for public input will be provided. The proposed amendments conform to Goal 1.

Goal 2 – Land Use Planning

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

[...]

Finding:

The proposed amendments has been reviewed pursuant to the City's established land use planning process and procedures, including its acknowledged Comprehensive Plan, and adopted Development Code. The proposed amendments conform to Goal 2.

Goal 5 – Open Spaces, Scenic and Historic Area, and Natural Resource

Finding:

Applicability of Goal 5 to post-acknowledgment plan amendments is governed by OAR 660- 023-0250. The proposed amendments do not modify the acknowledged Goal 5 resource list, or a policy that addresses specific requirements of Goal 5. The proposed amendments do not allow uses that would conflict with a particular Goal 5 resource site on an acknowledged resource list. The proposed amendments conform to Goal 5.

Goal 6 – Air, Water and Land Resources Quality

Finding:

The proposed Plan Amendments will establish a new Mixed Use Commercial District that will bring compatible land uses closer together to make more efficient use of land and urban services. Permitted uses in the Mixed Use Commercial zone include housing, commercial, and offices uses. Development of needed housing close to jobs and services allows for reduced vehicle trips and greenhouse gas emissions. These changes will continue to preserve environmentally sensitive lands. The Oregon Department of Environmental Quality (DEQ) regulates air, water and land with Clean Water Act (CWA) Section 401 Water Quality, Water Quality Certificate, State 303(d) listed waters, Hazardous Wastes, Clean Air Act (CAA), and Section 402 NPDES Construction and Stormwater Permits. The Oregon Department of State Lands and the U.S. Army Corps of Engineers regulate jurisdictional wetlands and

CWA Section 404 water of the state and the country respectively. Clean Water Services (CWS) coordinates storm water management, water quality and stream enhancement projects throughout the city. Future development will still need to comply with these state, national and regional regulations and protections for air, water and land resources. The proposed amendments conform to Goal 6.

Goal 7 – Areas Subject to Natural Disasters and Hazards

Finding:

The proposed amendments do not affect policies associated with Goal 7 established by the Comprehensive Plan. Approval of the proposed amendments will not eliminate the requirement for future development to meet the requirements of the Chapters 70 and 72 of the Tualatin Development Code, which address development in hazard areas, such as the FEMA floodplain. The proposed amendments conform to Goal 7.

Goal 9 – Economy of the State

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

[...]

Finding:

The proposed amendments would facilitate compact development with multiple compatible uses commonly found within main streets, downtowns, and neighborhood commercial centers which will facilitate an increase in economic opportunities. The proposed amendments conform to Goal 9.

Goal 10 – Housing

Finding:

The proposed amendments would add multifamily residential development (25 minimum dwelling units per acre) as a permitted use. This density is comparable to the High Density/High Rise (26-30 units an acre) district and will permit the greatest density in Tualatin. Additionally the amendments support the key findings and goals of the Housing Needs Analysis that was adopted on December 9, 2019 which calls for an additional 456 multi-family units (or 45% of supply) by 2040. Tualatin currently has a small deficit of land for higher density single-family and multifamily housing; therefore the proposed amendments will support and conform to Goal 10.

Goal 11 – Public Facilities and Services

Finding:

Land within the City of Tualatin is adequately served by public facilities and services. The amendments encourage compact development and efficient use of existing urban services and facilities, as an alternative to extending new facilities. The proposed amendments conform to Goal 11.

Goal 12 – Transportation

To provide and encourage a safe, convenient and economic transportation system.

Finding:

Goal 12 requires the provision and encouragement of a safe, convenient, multimodal and economic transportation system. The proposed amendments will foster compact, pedestrian oriented

development and are consistent with the City's acknowledged policies and strategies for the provision of transportation facilities and services as required by Goal 12 the Transportation Planning Rule (TPR), the findings for which are found under Oregon Administrative Rules Chapter 660, Division 12. The proposed amendments conform to Goal 12.

B. Oregon Administrative Rules

OAR Chapter 660 Division 7 (Metropolitan Housing)

[...]

660-007-0030

New Construction Mix

(1) Jurisdictions other than small developed cities must either designate sufficient buildable land to provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing or justify an alternative percentage based on changing circumstances. Factors to be considered in justifying an alternate percentage shall include, but need not be limited to:

- (a) Metro forecasts of dwelling units by type;**
- (b) Changes in household structure, size, or composition by age;**
- (c) Changes in economic factors impacting demand for single family versus multiple family units; and**
- (d) Changes in price ranges and rent levels relative to income levels.**

(2) The considerations listed in section (1) of this rule refer to county-level data within the UGB and data on the specific jurisdiction.

[...]

660-007-0035

Minimum Residential Density Allocation for New Construction

The following standards shall apply to those jurisdictions which provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing:

[...]

(2) Clackamas and Washington Counties, and the cities of Forest Grove, Gladstone, Milwaukie, Oregon City, Troutdale, Tualatin, West Linn and Wilsonville must provide for an overall density of eight or more dwelling units per net buildable acre.

[...]

Finding:

The proposed amendments would add multifamily residential development (25 minimum dwelling units per acre) as a permitted use. Tualatin's 2019 HNA identified a deficit of capacity for about 101 dwelling units of high density residential zoning, which the proposed amendments would help to address. Detached single-family residential is a prohibited use in the existing MUCOD and proposed MUC District. These criteria are met.

OAR 660 Division 12 (Transportation Planning)

[...]

660-012-0060

Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule,

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

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

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

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

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

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

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

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (2)(e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.

(a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.

(b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.

(c) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:

- (A) The provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards;**
- (B) The providers of facilities being improved at other locations provide written statements of approval; and**
- (C) The local jurisdictions where facilities are being improved provide written statements of approval.**
- (3) Notwithstanding sections (1) and (2) of this rule, a local government may approve an amendment that would significantly affect an existing transportation facility without assuring that the allowed land uses are consistent with the function, capacity and performance standards of the facility where:**
- (a) In the absence of the amendment, planned transportation facilities, improvements and services as set forth in section (4) of this rule would not be adequate to achieve consistency with the identified function, capacity or performance standard for that facility by the end of the planning period identified in the adopted TSP;**
- (b) Development resulting from the amendment will, at a minimum, mitigate the impacts of the amendment in a manner that avoids further degradation to the performance of the facility by the time of the development through one or a combination of transportation improvements or measures;**
- (c) The amendment does not involve property located in an interchange area as defined in paragraph (4)(d)(C); and**
- (d) For affected state highways, ODOT provides a written statement that the proposed funding and timing for the identified mitigation improvements or measures are, at a minimum, sufficient to avoid further degradation to the performance of the affected state highway. However, if a local government provides the appropriate ODOT regional office with written notice of a proposed amendment in a manner that provides ODOT reasonable opportunity to submit a written statement into the record of the local government proceeding, and ODOT does not provide a written statement, then the local government may proceed with applying subsections (a) through (c) of this section.**
- (4) Determinations under sections (1)–(3) of this rule shall be coordinated with affected transportation facility and service providers and other affected local governments.**
- (a) In determining whether an amendment has a significant effect on an existing or planned transportation facility under subsection (1)(c) of this rule, local governments shall rely on existing transportation facilities and services and on the planned transportation facilities, improvements and services set forth in subsections (b) and (c) below.**
- (b) Outside of interstate interchange areas, the following are considered planned facilities, improvements and services:**
- (A) Transportation facilities, improvements or services that are funded for construction or implementation in the Statewide Transportation Improvement Program or a locally or regionally adopted transportation improvement program or capital improvement plan or program of a transportation service provider.**
- (B) Transportation facilities, improvements or services that are authorized in a local transportation system plan and for which a funding plan or mechanism is in place or approved. These include, but are not limited to, transportation facilities, improvements or services for which: transportation systems development charge revenues are being collected; a local improvement district or reimbursement district has been established or will be established prior to development; a development agreement has been adopted; or conditions of approval to fund the improvement have been adopted.**

(C) Transportation facilities, improvements or services in a metropolitan planning organization (MPO) area that are part of the area's federally-approved, financially constrained regional transportation system plan.

(D) Improvements to state highways that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when ODOT provides a written statement that the improvements are reasonably likely to be provided by the end of the planning period.

(E) Improvements to regional and local roads, streets or other transportation facilities or services that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when the local government(s) or transportation service provider(s) responsible for the facility, improvement or service provides a written statement that the facility, improvement or service is reasonably likely to be provided by the end of the planning period.

(c) Within interstate interchange areas, the improvements included in (b)(A)–(C) are considered planned facilities, improvements and services, except where:

(A) ODOT provides a written statement that the proposed funding and timing of mitigation measures are sufficient to avoid a significant adverse impact on the Interstate Highway system, then local governments may also rely on the improvements identified in paragraphs (b)(D) and (E) of this section; or

(B) There is an adopted interchange area management plan, then local governments may also rely on the improvements identified in that plan and which are also identified in paragraphs (b)(D) and (E) of this section.

(d) As used in this section and section (3):

(A) Planned interchange means new interchanges and relocation of existing interchanges that are authorized in an adopted transportation system plan or comprehensive plan;

(B) Interstate highway means Interstates 5, 82, 84, 105, 205 and 405; and

(C) Interstate interchange area means:

(i) Property within one-quarter mile of the ramp terminal intersection of an existing or planned interchange on an Interstate Highway; or

(ii) The interchange area as defined in the Interchange Area Management Plan adopted as an amendment to the Oregon Highway Plan.

(e) For purposes of this section, a written statement provided pursuant to paragraphs (b)(D), (b)(E) or (c)(A) provided by ODOT, a local government or transportation facility provider, as appropriate, shall be conclusive in determining whether a transportation facility, improvement or service is a planned transportation facility, improvement or service. In the absence of a written statement, a local government can only rely upon planned transportation facilities, improvements and services identified in paragraphs (b)(A)–(C) to determine whether there is a significant effect that requires application of the remedies in section (2).

(5) The presence of a transportation facility or improvement shall not be a basis for an exception to allow residential, commercial, institutional or industrial development on rural lands under this division or OAR 660-004-0022 and 660-004-0028.

(6) In determining whether proposed land uses would affect or be consistent with planned transportation facilities as provided in sections (1) and (2), local governments shall give full credit for potential reduction in vehicle trips for uses located in mixed-use, pedestrian-friendly centers, and neighborhoods as provided in subsections (a)–(d) below;

(a) Absent adopted local standards or detailed information about the vehicle trip reduction benefits of mixed-use, pedestrian-friendly development, local governments shall assume that uses located within

a mixed-use, pedestrian-friendly center, or neighborhood, will generate 10% fewer daily and peak hour trips than are specified in available published estimates, such as those provided by the Institute of Transportation Engineers (ITE) Trip Generation Manual that do not specifically account for the effects of mixed-use, pedestrian-friendly development. The 10% reduction allowed for by this section shall be available only if uses which rely solely on auto trips, such as gas stations, car washes, storage facilities, and motels are prohibited;

(b) Local governments shall use detailed or local information about the trip reduction benefits of mixed-use, pedestrian-friendly development where such information is available and presented to the local government. Local governments may, based on such information, allow reductions greater than the 10% reduction required in subsection (a) above;

(c) Where a local government assumes or estimates lower vehicle trip generation as provided in subsection (a) or (b) above, it shall assure through conditions of approval, site plans, or approval standards that subsequent development approvals support the development of a mixed-use, pedestrian-friendly center or neighborhood and provide for on-site bike and pedestrian connectivity and access to transit as provided for in OAR 660-012-0045(3) and (4). The provision of on-site bike and pedestrian connectivity and access to transit may be accomplished through application of acknowledged ordinance provisions which comply with 660-012-0045(3) and (4) or through conditions of approval or findings adopted with the plan amendment that assure compliance with these rule requirements at the time of development approval; and

(d) The purpose of this section is to provide an incentive for the designation and implementation of pedestrian-friendly, mixed-use centers and neighborhoods by lowering the regulatory barriers to plan amendments which accomplish this type of development. The actual trip reduction benefits of mixed-use, pedestrian-friendly development will vary from case to case and may be somewhat higher or lower than presumed pursuant to subsection (a) above. The Commission concludes that this assumption is warranted given general information about the expected effects of mixed-use, pedestrian-friendly development and its intent to encourage changes to plans and development patterns. Nothing in this section is intended to affect the application of provisions in local plans or ordinances which provide for the calculation or assessment of systems development charges or in preparing conformity determinations required under the federal Clean Air Act.

(7) Amendments to acknowledged comprehensive plans and land use regulations which meet all of the criteria listed in subsections (a)–(c) below shall include an amendment to the comprehensive plan, transportation system plan the adoption of a local street plan, access management plan, future street plan or other binding local transportation plan to provide for on-site alignment of streets or accessways with existing and planned arterial, collector, and local streets surrounding the site as necessary to implement the requirements in OAR 660-012-0020(2)(b) and 660-012-0045(3):

(a) The plan or land use regulation amendment results in designation of two or more acres of land for commercial use;

(b) The local government has not adopted a TSP or local street plan which complies with OAR 660-012-0020(2)(b) or, in the Portland Metropolitan Area, has not complied with Metro's requirement for street connectivity as contained in Title 6, Section 3 of the Urban Growth Management Functional Plan; and

(c) The proposed amendment would significantly affect a transportation facility as provided in section (1).

(8) A "mixed-use, pedestrian-friendly center or neighborhood" for the purposes of this rule, means:

(a) Any one of the following:

- (A) An existing central business district or downtown;**
- (B) An area designated as a central city, regional center, town center or main street in the Portland Metro 2040 Regional Growth Concept;**
- (C) An area designated in an acknowledged comprehensive plan as a transit oriented development or a pedestrian district; or**
- (D) An area designated as a special transportation area as provided for in the Oregon Highway Plan.**
- (b) An area other than those listed in subsection (a) above which includes or is planned to include the following characteristics:**
 - (A) A concentration of a variety of land uses in a well-defined area, including the following:**
 - (i) Medium to high density residential development (12 or more units per acre);**
 - (ii) Offices or office buildings;**
 - (iii) Retail stores and services;**
 - (iv) Restaurants; and**
 - (v) Public open space or private open space which is available for public use, such as a park or plaza.**
 - (B) Generally include civic or cultural uses;**
 - (C) A core commercial area where multi-story buildings are permitted;**
 - (D) Buildings and building entrances oriented to streets;**
 - (E) Street connections and crossings that make the center safe and conveniently accessible from adjacent areas;**
 - (F) A network of streets and, where appropriate, accessways and major driveways that make it attractive and highly convenient for people to walk between uses within the center or neighborhood, including streets and major driveways within the center with wide sidewalks and other features, including pedestrian-oriented street crossings, street trees, pedestrian-scale lighting and on-street parking;**
 - (G) One or more transit stops (in urban areas with fixed route transit service); and**
 - (H) Limit or do not allow low-intensity or land extensive uses, such as most industrial uses, automobile sales and services, and drive-through services.**
- (9) Notwithstanding section (1) of this rule, a local government may find that an amendment to a zoning map does not significantly affect an existing or planned transportation facility if all of the following requirements are met.**
 - (a) The proposed zoning is consistent with the existing comprehensive plan map designation and the amendment does not change the comprehensive plan map;**
 - (b) The local government has an acknowledged TSP and the proposed zoning is consistent with the TSP; and**
 - (c) The area subject to the zoning map amendment was not exempted from this rule at the time of an urban growth boundary amendment as permitted in OAR 660-024-0020(1)(d), or the area was exempted from this rule but the local government has a subsequently acknowledged TSP amendment that accounted for urbanization of the area.**
- (10) Notwithstanding sections (1) and (2) of this rule, a local government may amend a functional plan, a comprehensive plan or a land use regulation without applying performance standards related to motor vehicle traffic congestion (e.g. volume to capacity ratio or V/C), delay or travel time if the amendment meets the requirements of subsection (a) of this section. This section does not exempt a proposed amendment from other transportation performance standards or policies that may apply including, but not limited to, safety for all modes, network connectivity for all modes (e.g. sidewalks,**

bicycle lanes) and accessibility for freight vehicles of a size and frequency required by the development.

(a) A proposed amendment qualifies for this section if it:

(A) Is a map or text amendment affecting only land entirely within a multimodal mixed-use area (MMA); and

(B) Is consistent with the definition of an MMA and consistent with the function of the MMA as described in the findings designating the MMA.

(b) For the purpose of this rule, “multimodal mixed-use area” or “MMA” means an area:

(A) With a boundary adopted by a local government as provided in subsection (d) or (e) of this section and that has been acknowledged;

(B) Entirely within an urban growth boundary;

(C) With adopted plans and development regulations that allow the uses listed in paragraphs (8)(b)(A) through (C) of this rule and that require new development to be consistent with the characteristics listed in paragraphs (8)(b)(D) through (H) of this rule;

(D) With land use regulations that do not require the provision of off-street parking, or regulations that require lower levels of off-street parking than required in other areas and allow flexibility to meet the parking requirements (e.g. count on-street parking, allow long-term leases, allow shared parking); and

(E) Located in one or more of the categories below:

(i) At least one-quarter mile from any ramp terminal intersection of existing or planned interchanges;

(ii) Within the area of an adopted Interchange Area Management Plan (IAMP) and consistent with the IAMP; or

(iii) Within one-quarter mile of a ramp terminal intersection of an existing or planned interchange if the mainline facility provider has provided written concurrence with the MMA designation as provided in subsection (c) of this section.

(c) When a mainline facility provider reviews an MMA designation as provided in subparagraph (b)(E)(iii) of this section, the provider must consider the factors listed in paragraph (A) of this subsection.

(A) The potential for operational or safety effects to the interchange area and the mainline highway, specifically considering:

(i) Whether the interchange area has a crash rate that is higher than the statewide crash rate for similar facilities;

(ii) Whether the interchange area is in the top ten percent of locations identified by the safety priority index system (SPIS) developed by ODOT; and

(iii) Whether existing or potential future traffic queues on the interchange exit ramps extend onto the mainline highway or the portion of the ramp needed to safely accommodate deceleration.

(B) If there are operational or safety effects as described in paragraph (A) of this subsection, the effects may be addressed by an agreement between the local government and the facility provider regarding traffic management plans favoring traffic movements away from the interchange, particularly those facilitating clearing traffic queues on the interchange exit ramps.

(d) A local government may designate an MMA by adopting an amendment to the comprehensive plan or land use regulations to delineate the boundary following an existing zone, multiple existing zones, an urban renewal area, other existing boundary, or establishing a new boundary. The designation must be accompanied by findings showing how the area meets the definition of an MMA. Designation of an MMA is not subject to the requirements in sections (1) and (2) of this rule.

(e) A local government may designate an MMA on an area where comprehensive plan map designations or land use regulations do not meet the definition, if all of the other elements meet the definition, by concurrently adopting comprehensive plan or land use regulation amendments necessary to meet the definition. Such amendments are not subject to performance standards related to motor vehicle traffic congestion, delay or travel time.

(11) A local government may approve an amendment with partial mitigation as provided in section (2) of this rule if the amendment complies with subsection (a) of this section, the amendment meets the balancing test in subsection (b) of this section, and the local government coordinates as provided in subsection (c) of this section.

(a) The amendment must meet paragraphs (A) and (B) of this subsection or meet paragraph (D) of this subsection.

(A) Create direct benefits in terms of industrial or traded-sector jobs created or retained by limiting uses to industrial or traded-sector industries.

(B) Not allow retail uses, except limited retail incidental to industrial or traded sector development, not to exceed five percent of the net developable area.

(C) For the purpose of this section:

(i) "Industrial" means employment activities generating income from the production, handling or distribution of goods including, but not limited to, manufacturing, assembly, fabrication, processing, storage, logistics, warehousing, importation, distribution and transshipment and research and development.

(ii) "Traded-sector" means industries in which member firms sell their goods or services into markets for which national or international competition exists.

(D) Notwithstanding paragraphs (A) and (B) of this subsection, an amendment complies with subsection (a) if all of the following conditions are met:

(i) The amendment is within a city with a population less than 10,000 and outside of a Metropolitan Planning Organization.

(ii) The amendment would provide land for "Other Employment Use" or "Prime Industrial Land" as those terms are defined in OAR 660-009-0005.

(iii) The amendment is located outside of the Willamette Valley as defined in ORS 215.010.

(E) The provisions of paragraph (D) of this subsection are repealed on January 1, 2017.

(b) A local government may accept partial mitigation only if the local government determines that the benefits outweigh the negative effects on local transportation facilities and the local government receives from the provider of any transportation facility that would be significantly affected written concurrence that the benefits outweigh the negative effects on their transportation facilities. If the amendment significantly affects a state highway, then ODOT must coordinate with the Oregon Business Development Department regarding the economic and job creation benefits of the proposed amendment as defined in subsection (a) of this section. The requirement to obtain concurrence from a provider is satisfied if the local government provides notice as required by subsection (c) of this section and the provider does not respond in writing (either concurring or non-concurring) within forty-five days.

(c) A local government that proposes to use this section must coordinate with Oregon Business Development Department, Department of Land Conservation and Development, area commission on transportation, metropolitan planning organization, and transportation providers and local governments directly impacted by the proposal to allow opportunities for comments on whether the proposed amendment meets the definition of economic development, how it would affect

transportation facilities and the adequacy of proposed mitigation. Informal consultation is encouraged throughout the process starting with pre-application meetings. Coordination has the meaning given in ORS 197.015 and Goal 2 and must include notice at least 45 days before the first evidentiary hearing. Notice must include the following:

(A) Proposed amendment.

(B) Proposed mitigating actions from section (2) of this rule.

(C) Analysis and projections of the extent to which the proposed amendment in combination with proposed mitigating actions would fall short of being consistent with the function, capacity, and performance standards of transportation facilities.

(D) Findings showing how the proposed amendment meets the requirements of subsection (a) of this section.

(E) Findings showing that the benefits of the proposed amendment outweigh the negative effects on transportation facilities.

[...]

Finding:

As identified in the provided Transportation Planning Rule (TPR) memorandum (Exhibit 1), the trip generation potential for application of the Mixed Use Commercial zoning district to the Bridgeport area was calculated using site redevelopment assumptions for a reasonable worst-case use and ITE trip generation rates. Applying the reasonable worst case scenario to the proposed MUC zoning site, the proposed text and map amendments would have the potential to add an increase of approximately 49 p.m. peak hour vehicle trips. The location and accessibility of the proposed zoning district from various existing roads that connect to the broader transportation system (Bridgeport Road, Lower Boones Ferry Road, Upper Boones Ferry Road) and trip distribution to each, would not likely add more than 20 trips to an individual movement during the weekday p.m. peak hour. Given this potential degree of change, the amendments are not likely to create a significant effect on the transportation system and TPR requirements are addressed. Future application of the MUC zone to additional lands would be subject to a plan map amendment and transportation planning rule analysis to evaluate the impacts to the existing transportation system. These criteria are met.

D. Tualatin Comprehensive Plan

Chapter 11. Transportation

Section 11.610. Transportation Goals and Objectives

(2) Goal 1: Mobility and access

Maintain and enhance the transportation system to reduce travel times, provide travel-time reliability, provide a functional and smooth transportation system, and promote access for all users.

Finding:

As addressed in the finding above and in Exhibit 1, the reasonable worst case scenario of the proposed text and map amendments would have the potential to add an increase of approximately 49 p.m. peak hour vehicle trips and would not likely add more than 20 trips to an individual movement during the weekday p.m. peak hour. Given this potential degree of change, the amendments are deemed to not create a “significant” effect on the adjacent transportation system and, therefore, TPR requirements are addressed. Future application of the MUC zone to additional lands would be subject to a plan map amendment and corresponding transportation planning rule analysis to evaluate the impacts to the

existing transportation system. The proposed amendments have been determined to be in compliance with OAR Chapter 660 Division 12 and therefore, comply with the above goal. This criterion is met.

(3) Goal 2: Safety, improve safety for all users, all modes, all ages, and all abilities within the City of Tualatin.

Finding:

The proposed amendments include design standards that promote human scale building development for aesthetic appeal and comfort. The amendments also encourage the development of multifaceted environments by permitting a variety of uses including housing alongside office centers, shopping, parks and entertainment amenities that generate a community presence throughout the day and thereby creating opportunities for people to observe the space around them for their own safety and the protection of others. This criterion is met.

(4) Goal 3: Vibrant Community. Allow for a variety of alternative transportation choices for citizens of and visitors to Tualatin to support a high quality of life and community livability.

Finding:

The proposed amendments include standards that support compatible uses, human scale development, buildings and entrances oriented to street sidewalks, weather protection, and provide maximum setbacks to create desirable pedestrian experience. The amendments also include standards for transit stop amenities in designated areas. The area is also adjacent to the planned terminus of the SW Corridor Light Rail Line. The development of compatible land uses close together will encourage shorten trips and facilitate alternative modes of transportation, such as walking, bicycling and public transportation. This criterion is met.

(5) Goal 4: Equity. Consider the distribution of benefits and impacts from potential transportation options, and work towards fair access to transportation facilities for all users, all ages, and all abilities.

Finding:

The proposed text amendments include standards that orient building entrances to street sidewalks, break up large areas of surface parking with pathways and landscaping, and provide direct, safe, and comfortable access to buildings for walking and wheelchairs. Further, the existing and future mix of pedestrian, bicycle, transit, ridesharing, and vehicular modes of transportation are also supportive of equity in that they provide the opportunity for equitable access to the area, which includes entertainment, recreation, employment, and housing opportunities. This criterion is met.

(6) Goal 5: Economy. Support local employment, local businesses, and a prosperous community while recognizing Tualatin's role in the regional economy.

Finding:

The proposed amendments allow for a mix of complimentary land uses including housing, retail, offices, commercial services, and civic uses to create economic and social vitality. Co-locating residential uses on or adjacent to employment lands both provides built-in local business customers that will support the district's economic base, as well as nearby potential business owners, sole proprietors, and employees. This criterion is met.

(7) Goal 6: Health/Environment. Provide active transportation options to improve the health of citizens in Tualatin. Ensure that transportation does not adversely affect public health or the environment.

Finding:

The proposed text amendments include standards that orient building entrances to street sidewalks, break up large areas of surface parking with pathways and landscaping, and provide direct, safe, and comfortable access to buildings for walking and wheelchairs. As discussed above, the area is also served by both pedestrian and bicycle facilities, which provide for active transportation options. This criterion is met.

(8) Goal 7: Ability to Be Implemented. Promote potential options that are able to be implemented because they have community and political support and are likely to be funded.

Finding:

The proposed amendments have been duly noticed to the affected property owners, the public, and partner agencies and governments via the means proscribed in the Tualatin Development Code, as well as having been posted to the City's website. The Tualatin Planning Commission, the advisory body to the City Council, have reviewed the proposed amendments and have forwarded a recommendation of approval of said amendments. Lastly, the proposed amendments have been presented in draft form to the Tualatin City Council, which has provided its support. This criterion is met.

E. Tualatin Development Code

Chapter 33: Applications and Approval Criteria

Section 33.070 Plan Amendments

[...]

(2) Applicability. [...] Legislative amendments may only be initiated by the City Council.

(3) Procedure Type.

(b) Map or text amendment applications which are legislative in nature are subject to Type IV-B Review in accordance with TDC [Chapter 32](#).

Finding:

The proposed text and map amendments are legislative in nature and will be processed consistent with the Type IV-B procedures in Chapter 32. City Council directed staff to proceed with the subject amendments at the February 24, 2020 work session. A pre-adoption noticed was filed with DLCD on April 30, 2020, 39 days before the scheduled hearing. Measure 56 notices were mailed to affected property owners on May 4, 2020, 35 days before the scheduled hearing. Public notice was mailed on May 25, 2020, 14 days before the scheduled hearing and published in The Times 14 calendar days before the hearing. This criterion is met.

[...]

(5) Approval Criteria.

(a) Granting the amendment is in the public interest.

Finding:

The Tualatin Comprehensive Plan and Development Code implement the Oregon Statewide Planning Goal 2. These documents help create predictable development outcomes. Creating a Mixed Use Commercial District (MUC) will provide development standards to foster vibrant, pedestrian-friendly areas within Tualatin that permit a variety of housing, commercial, and entertainment options. Approval of the proposed amendments would facilitate mixed-use development opportunities, which will increase economic opportunities and the property tax base. The proposed increase in maximum building height, within a limited area of the District, limited to mixed use commercial/commercial lodging uses is in the public interest due to the fact the members of the public and the City Council have supported such a change. The aforementioned limited area is uniquely located such that it has been deemed to have adequate transportation access due to its location with adequate existing or planned public sidewalk facilities and being at the intersection of multiple street intersections that have capacity for an increase in maximum development (see Exhibit 1). Similarly, the limit on proposed uses is necessary to ensure that the transportation system is not unduly burdened. Therefore, these changes are in the public interest by both supporting vibrant, pedestrian-friendly areas while at the same time ensuring that the transportation system is adequate for multiple modes of transportation. In sum, the proposed Plan Text and Map Amendment to establish the MUC District is therefore consistent with the public interest. This criterion is met.

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

Finding:

As stated in previous findings, the proposed amendments will benefit the Tualatin community and public interest. In summary, the proposed Mixed Use Commercial District and corresponding design standards encourage efficient use of land resources by permitting compatible uses at a human scale design that is pedestrian friendly. Presently, Tualatin does not have a zoning district that permits both multifamily residential and commercial uses outright, without the use of an overlay zone. Mixed use residential development as a present need is supported by the community, Planning Commission, and City Council, as well as by the Housing Needs Analysis done in 2019. Due to the fact that private development would be the final step in realization of these uses, which can take several years from concept to construction, granting the proposed amendments at this time is necessary to facilitate mixed use development as soon as possible, in the future. This criterion is met.

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

Finding:

Below is a summary of how the proposed amendments to create a Mixed Use Commercial zoning district conform to applicable objectives of the Tualatin Community Plan:

Chapter 4 of the Tualatin Community Plan speaks to General Growth Objectives: encourage the highest quality physical design for future development, adopt measures protecting life and property from natural hazards, and arrange the various land uses in a manner that is energy efficient. All development in Tualatin is subject to an Architectural Review process to ensure community objectives and standards are fulfilled. The proposed amendments include standards to promote quality, efficient, and safe land development in support of Chapter 4.

Chapter 5 speaks to Residential Growth Objectives: provide for the housing needs of existing and future City residents, provide housing opportunities for residents with varied income levels, and develop specific and enforceable design standards for multi-family developments. The proposed amendments permit multi-family housing at a high density with corresponding design standards in support of Chapter 5.

Chapter 6 speaks to Commercial Planning Objectives: provide shopping opportunities for surrounding communities, locate and design commercial areas to minimize traffic congestion and maximize access, and continue to utilize specific and enforceable architectural and landscape design standards for commercial development. The proposed amendments permit both multi-family housing and commercial uses in the zoning district to provide shopping for local residents. Pedestrian friendly design standards are also included for the site, building, and landscaping.

Chapter 10 speaks to Community Design Objectives: encourage originality, flexibility and innovation in site planning and development, and achieve the beneficial influence of pleasant environments for living and working and thus decrease the cost of governmental service. The proposed amendments support efficient land development while providing flexible design standards. This criterion is met.

(d) The following factors were consciously considered:

(i) The various characteristics of the areas in the City;

Finding:

The proposed amendments create a Mixed Use Commercial District that would be suitable for application near commercial cores, transit corridors, and in areas with existing multi-family housing as a compliment to existing City characteristics, as found in the proposed area. The standards encourage the development of compatible uses, such the development of multi-family housing above or adjacent to retail, office, and entertainment uses. The standards also encourage an environment that is pedestrian friendly. Lastly, provisions are included, such that substantial improvements to existing development may be brought into conformance with the Mixed Use Commercial standards, when the zone is applied to future areas. This criterion is met.

(ii) The suitability of the areas for particular land uses and improvements in the areas;

Finding:

The proposed amendments create a Mixed Use Commercial District that would be suitable for application near commercial cores, transit corridors, and in areas with existing multi-family housing. This zone will be applied to the Bridgeport area, where the Mixed Use Commercial Overlay District is currently applied or is eligible for application. The Bridgeport area is developed with strong commercial cores, such as the Bridgeport Village and the Point; is well served by transit and has been identified as the terminus for the future SW Corridor Light Rail project; and has existing multi-family housing such as the Eddyline Apartments. As discussed above, the proposed increase in maximum building height, within a limited area of the District, limited to mixed use commercial/commercial recreation uses is in the public interest due to the fact the members of the public and the City Council have supported such a change. The aforementioned limited area is uniquely located such that it has been deemed to have adequate transportation access due to its location with adequate existing or planned public sidewalk facilities and being at the intersection of multiple street intersections that have capacity for an increase

in maximum development (see Exhibit 1). Similarly, the limit on proposed uses is necessary to ensure that the transportation system is not unduly burdened. This criterion is met.

(iii) Trends in land improvement and development;

Finding:

The Portland metro area is one of the fastest growing regional economies over the past decade, with output and job creation rising faster than national benchmarks. However this growth has brought challenges along the way, including: housing prices outpacing average and median wages, lack of multimodal transportation infrastructure, rising travel times, and regional highway congestion¹. These challenges are directly related to the built environment policy.

The Mixed Use Commercial amendments create policy that support efficient development in response to the rapidly growing metro region. The standards permit compact, human-scale development of complimentary retail, office, high-density housing, and entertainment uses to create neighborhoods in Tualatin where one could work, shop, and recreate within walking distance of their home. This criterion is met.

(iv) Property values;

Finding:

The proposed amendments establish a Mixed Use Commercial zoning district. There are numerous economic benefits to adopting planning regulations that foster mixed-use development. Studies show a clear connection between walkable environments and the economic viability of a town. As a community becomes denser, municipalities gain more tax revenue per acre than before development. Smart Growth America² has concluded that, on an average per-acre basis, mixed-use development produces 10 times more tax revenue than conventional suburban development. This criterion is met.

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

Finding:

Savings can be expected when standards promote compact development and there is a decreased need to design, construct, and maintain infrastructure for transportation systems, water and waste water, electric, telecommunications, and other utilities. Smart Growth America² states that mixed-use development saves an average of 38 percent on upfront costs for new construction of roads, sewers, water lines and other infrastructure. Mixed-use development also often uses existing infrastructure, further lowering upfront capital costs. Chapters 74 and 75 of the Tualatin Development Code address site ingress/egress; no amendments to these Chapters are included under PTA & PMA 20-0001. This criterion is met.

(vi) Natural resources of the City and the protection and conservation of said resources;

¹ The Brookings Institute, Portland Economic Value Atlas, May 2019. https://www.brookings.edu/wp-content/uploads/2019/05/2019.05.21_Brookings-Metro_Portland_Market-Scan.pdf

² Smart Growth America, Building Better Budgets, May, 2013. <https://www.smartgrowthamerica.org/app/legacy/documents/building-better-budgets.pdf>

Finding:

Natural resources are identified and protected through applicable regulations of the TDC, and protection and conservation of said resources is implemented by the City, as well as Clean Water Services. No amendments are proposed that would affect the protection and conservation of natural resources. However amendments are proposed to positively impact the environment through the creation of a zoning district that reduces sprawling development patterns and provides an area where residents may live and walk to work to reduce car usage. This criterion is met.

(vii) Prospective requirements for the development of natural resources in the City;**Finding:**

No development of natural resources is proposed as part of the proposed amendments. This criterion is not applicable.

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

As mentioned previously, the proposed amendments promote buildings oriented close to the street, interesting storefronts, sidewalk arcades with seating, and architectural detailing that create lively and desirable surroundings in the newly proposed Mixed-Use Commercial zone. These standards provide pedestrian comfort that generate a community presence throughout the day, thereby creating opportunities for people to observe the space around them for their own safety and the protection of others. Therefore, the public need for healthful, safe, aesthetic surroundings and conditions will best be served by granting the amendments at this time. This criterion is met.

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

The proposed amendments does not result from a mistake in the Tualatin Community Plan or Development Code; however staff has observed that the existing Mixed Use Commercial Overlay District functions more as a zoning district than overlay. The amendments to create a stand-alone district that may be applied to other areas of City, through future plan map amendments, as neighborhood areas change. This criterion is met.

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

The amendment permits multi-family residential uses. The Tualatin School board was notified of the amendments and has not provided commentary. This criterion is met.

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

Findings addressing the applicable Oregon Statewide Planning Goals and TPR have been addressed above. This criterion is met.

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

Finding:

The proposed amendments will remain consistent with Titles 1-14 of the Metro Urban Growth Management Functional Plan as addressed below:

Title 1 – Housing Capacity: requires a city or county maintain or increase its housing capacity

The proposed amendments create a Mixed-Use Commercial zone that permits multi-family housing at 25-50 units an acre. The highest density presently mapped in Tualatin is High Density/ High Rise that permits 26-30 units an acre outright. The amendment encourages an increase in housing capacity.

Title 2 – Regional Parking Policy: repealed

Title 3 – Water Quality and Flood Management: protects Water Quality and Flood Management Areas
Water Quality and Flood Management are addressed in Tualatin Development Code Chapters 70, 71, and 74. No amendments are proposed to these chapters.

Title 4 – Industrial and Other Employment Areas: promotes "clustering" of industries that operate more productively and efficiently when in proximity to each other

The Mixed-Use Commercial amendments permit the clustering of compatible commercial and residential uses. The MUC zone is being applied to an area that is not surrounded by land designated Industrial or Regionally Significant Industrial Area and will not diminish capacity on Regional Freight Network and will remain in compliance with this title.

Title 5 - Neighbor Cities and Rural Reserves: repealed

Title 6 – Centers, Corridors, Station Communities and Main Streets: enhancements of these areas as principal centers of urban life via actions and investments

The proposed Mixed-Use Commercial amendments permit a compatible mix of uses and standards to encourage vibrant and walkable development patterns, in compliance with this title. The central Tualatin core has been designated a town center and station community within Title 6. The subject amendments do not include mapping the MUC zone in the town center area at this time.

Title 7 – Housing Choice: implements policies regarding establishment of voluntary affordable housing production goals to be adopted by local governments

The proposed amendments permit multi-family housing at 25-50 units an acre on mixed-use property, which has the potential to aid in affordable housing production goals.

Title 8 – Compliance Procedures: ensures all cities & counties are equitably held to the same standards
Tualatin continues to partner with Metro to comply with the Functional Plan. Amendments were shared and posted with DLCD on April 30, 2020- 39 days before the scheduled hearing.

Title 9 – Performance Measures: repealed***Title 10 – Definitions******Title 11 – Planning for New Urban Areas: guides planning of areas brought into the UGB***

The MUC zone is not being proposed on land eligible for annexation into the City of Tualatin; therefore amendments do not affect planning areas outside of the UGB.

Title 12 – Protection of Residential Neighborhoods: protects existing residential neighborhoods from pollution, noise, crime, and provides adequate levels of public services

As addressed previously, the proposed amendments include design standards that promote human scale building development that is walkable. A variety of compatible uses are permitted to generate lively areas that create opportunities for people to observe the space around them for their own safety and the protection of others. Additionally mixed-use development often uses existing infrastructure, further lowering upfront capital costs.

Title 13 – Nature in Neighborhoods: conserves, protects and restores a continuous ecologically viable streamside corridor system integrated with upland wildlife habitat and the urban landscape

Natural resources are addressed in Chapter 72 of the Tualatin Development Code. No amendments to this chapter are proposed under this application.

Title 14 – Urban Growth Boundary: prescribes criteria and procedures for amendments to the UGB

No amendments are proposed to the UGB under this application.

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

Finding:

The subject site is outside of the Town Center 2040 Design Type area. As identified in the Transportation Impact Analysis (Exhibit 1), the proposed amendment would facilitate additional trip generation in a LOS of D or greater for the weekday PM peak hour, at the nearby study intersections. This criterion is met.

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

[...]

Finding:

The subject site is presently served with utilities such as potable water, sanitary sewer, and stormwater management. Future structure development on the site will require approval of an Architectural Review land use application, at which time these issues will be addressed in greater detail. This criterion is met.

TDC 5.020. - Assumptions.

The following are general objectives used to guide the development of the residential housing element of the Plan. ~~They describe the~~ The Plan's intent is to:

- (1) Provide for the housing needs of existing and future City residents.
- (2) Provide housing opportunities for residents with varied income levels and tastes that are esthetically and functionally compatible with the existing community housing stock.
- (3) Cooperate with the Housing Authority of Washington County and the Housing Division of Clackamas County to identify sites, projects and developers to provide the City's fair share of assisted housing units for low and moderate income households, and participate in the region's Housing Opportunity Plan.
- (4) Locate higher density development where it is convenient to the City's commercial core, near schools and transit corridors, adjacent to arterial and collector streets and, as much as possible, in areas with existing multi-family housing and provide residential opportunities in selected commercial areas through the Mixed Use Commercial ~~Overlay~~ District.
- (5) Provide areas that are suitable for manufactured dwelling parks and areas that are suitable for subdivisions that will accommodate manufactured homes.
- (6) Provide areas that will accommodate small lot subdivisions.
- (7) Develop specific and enforceable design standards for multi-family developments, townhouses, manufactured homes, manufactured dwelling parks and small lot subdivisions.
- (8) Encourage owner occupancy of multi-family developments and other housing units within the City.
- (9) Encourage subdividers and other residential developers to consider the need for solar access on residential construction sites.
- (10) Provide for the raising of agricultural animals and agricultural structures in areas that are presently used for this purpose and that are not buildable due to their location in the 100-year flood plain.
- (11) Require that all residential development adjacent to Expressways be buffered from the noise of such Expressways through the use of soundproofing devices such as walls, berms or distance. Density transfer to accommodate these techniques is acceptable.
- (12) Encourage the development of attached housing in accordance with the RML Planning District in the area of the Norwood Expressway/Boones Ferry Road intersection.
- (13) Provide truck routes for industrial traffic that provide for efficient movement of goods while protecting the quality of residential areas.

(14) Protect residential, commercial, and sensitive industrial uses from the adverse environmental impacts of adjacent industrial use.

(15) Protect adjacent land uses from noise impacts by adopting industrial noise standards.

(16) Protect the Tonquin Scablands from adverse impacts of adjacent development. This includes the main Scabland area in the vicinity of the Burlington Northern Railroad tracks which is preserved through the use of the Wetlands Protection District and the Greenway and Riverbank Protection District. This also includes other elements of the Scabland formations found farther to the east. These latter areas will be preserved on a case-by-case basis as development occurs through preservation in their natural state, allowing residential density transfer through the small lot subdivision, common wall housing, and condominium conditional use processes.

(17) Protect wooded areas identified on the Natural Features Map found in the Technical Memorandum by requiring their preservation in a natural state, by integrating the major trees into the design of the parking lots, buildings, or landscaping areas of multi-family complexes and non-residential uses, or in low density areas through the small lot, common wall, or condominium conditional use. If it is necessary to remove a portion or all of the trees, the replacement landscape features shall be subject to approval through the Architectural Review process, except for conventional single family subdivisions.

(18) Permit home occupations in a residence that do not detract from the residential character of an area.

Section 2. TDC 5.030 (General Objectives) is amended to read as follows:

TDC 5.030. - General Objectives.

The following are general objectives used to guide the development of the residential housing element of the Plan. ~~They describe the~~ The Plan's intent is to:

(1) Provide for the housing needs of existing and future City residents.

(2) Provide housing opportunities for residents with varied income levels and tastes that are esthetically and functionally compatible with the existing community housing stock.

(3) Cooperate with the Housing Authority of Washington County and the Housing Division of Clackamas County to identify sites, projects and developers to provide the City's fair share of assisted housing units for low and moderate income households, and participate in the region's Housing Opportunity Plan.

(4) Locate higher density development where it is convenient to the City's commercial core, near schools and transit corridors, adjacent to arterial and collector streets and, as much as possible, in areas with existing multi-family housing and provide residential opportunities in selected commercial areas through the Mixed Use Commercial ~~Overlay~~ District.

(5) Provide areas that are suitable for manufactured dwelling parks and areas that are suitable for subdivisions that will accommodate manufactured homes.

- (6) Provide areas that will accommodate small lot subdivisions.
- (7) Develop specific and enforceable design standards for multi-family developments, townhouses, manufactured homes, manufactured dwelling parks and small lot subdivisions.
- (8) Encourage owner occupancy of multi-family developments and other housing units within the City.
- (9) Encourage subdividers and other residential developers to consider the need for solar access on residential construction sites.
- (10) Provide for the raising of agricultural animals and agricultural structures in areas that are presently used for this purpose and that are not buildable due to their location in the 100-year flood plain.
- (11) Require that all residential development adjacent to Expressways be buffered from the noise of such Expressways through the use of soundproofing devices such as walls, berms or distance. Density transfer to accommodate these techniques is acceptable.
- (12) Encourage the development of attached housing in accordance with the RML Planning District in the area of the Norwood Expressway/Boones Ferry Road intersection.
- (13) Provide truck routes for industrial traffic that provide for efficient movement of goods while protecting the quality of residential areas.
- (14) Protect residential, commercial, and sensitive industrial uses from the adverse environmental impacts of adjacent industrial use.
- (15) Protect adjacent land uses from noise impacts by adopting industrial noise standards.
- (16) Protect the Tonquin Scablands from adverse impacts of adjacent development. This includes the main Scabland area in the vicinity of the Burlington Northern Railroad tracks which is preserved through the use of the Wetlands Protection District and the Greenway and Riverbank Protection District. This also includes other elements of the Scabland formations found farther to the east. These latter areas will be preserved on a case-by-case basis as development occurs through preservation in their natural state, allowing residential density transfer through the small lot subdivision, common wall housing, and condominium conditional use processes.
- (17) Protect wooded areas identified on the Natural Features Map found in the Technical Memorandum by requiring their preservation in a natural state, by integrating the major trees into the design of the parking lots, buildings, or landscaping areas of multi-family complexes and non-residential uses, or in low density areas through the small lot, common wall, or condominium conditional use. If it is necessary to remove a portion or all of the trees, the replacement landscape features shall be subject to approval through the Architectural Review process, except for conventional single family subdivisions.

Section 3. TDC 6.030 (Objectives) is amended to read as follows:

TDC 6.030. - Objectives. The following are general objectives used to guide the development of this Plan:

- (1) Encourage commercial development.
- (2) Provide increased employment opportunities.
- (3) Provide shopping opportunities for surrounding communities.
- (4) Locate and design commercial areas to minimize traffic congestion and maximize access.
- (5) Continue to utilize specific and enforceable architectural and landscape design standards for commercial development.
- (6) Encourage developers to consider solar access when designing commercial development projects.
- (7) Provide for limited and carefully designed neighborhood commercial centers.
- (8) Provide for the continued development of major medical services facilities in the City of Tualatin, especially at the Meridian Park Hospital site. The Medical Center Planning District shall be applied only to a property, or a group of contiguous properties, of no less than 25 acres and shall have frontage on an arterial as designated in TDC Chapter 11, Tualatin Community Plan.
- ~~(9) To work with the applicable jurisdictions and agencies to develop the Durham Quarry Site and Durham Quarry Area with high quality development. It is appropriate to apply an overlay district on the Durham Quarry Site and Durham Quarry Area to allow mixed commercial/residential uses. It is appropriate to enter into an intergovernmental agreement with the City of Tigard and Washington County to allow the City of Tualatin to review and decide land use applications and building permit applications for the portion of the Durham Quarry Site in the City of Tigard.~~

Section 4. TDC 6.040 (Commercial Planning District Objectives) is amended to read as follows:

TDC 6.040. - Commercial Planning District Objectives.

This section describes the purpose of each commercial planning district.

- (1) Office Commercial Planning District (CO). To provide areas suitable for professional office uses adjacent to or across from residential areas. Restaurants may be allowed by conditional use permit when designed as an integral part of a major office complex. It is the intent of this district to provide for office development ranging in size from small buildings with one or two tenants to large complexes housing business headquarters offices. In the design of development in this district, care shall be taken to preserve significant natural resources and to provide extensive perimeter landscaping, especially adjacent to residential areas and streets.

(2) Neighborhood Commercial Planning District (CN). To provide locations for commercial uses within close proximity to residential areas. It is to provide for opportunities to serve the needs of residents for convenience shopping and services. Such uses will be limited to professional offices, services, and retail trade that are oriented to the day-to-day commercial needs of the residential neighborhood. Neighborhood commercial uses are intended to be pedestrian oriented and should serve to reduce automobile trips and energy consumption. The purpose is also to assure that such development is of a scale and design so that it is compatible with the residential environment and is an enhancement to neighborhood areas. It is not the purpose of this district to create large scale commercial facilities that will compete with similar uses, such as large grocery or department stores, located in the downtown area.

(3) Recreational Commercial Planning District (CR). To recognize the unique and valuable physical, scenic, cultural, and historic character of the Roamer's Rest area located between the Tualatin River and Pacific Highway (99W) north of the highway's intersection with Tualatin Road. It is intended to preserve that area by allowing and encouraging commercial and related uses that are oriented to the traveler on the highway or that are oriented toward and relate well with the river.

(4) Central Commercial Planning District (CC). To provide areas for a full range of retail, professional and service uses of the kinds usually found in downtown areas patronized by pedestrians. Civic, social and cultural functions that serve the general community are also appropriate. The Central Commercial Planning District is almost entirely within the downtown portion of the urban renewal area. The Urban Renewal Plan contains extensive development policies and design standards that apply to this district. These policies and standards are intended to help create a village atmosphere in the downtown area. Multiple-family housing is appropriate in certain areas of this district, as specified in the Urban Renewal Plan.

(5) General Commercial Planning District (CG). To provide areas suitable for a full range of commercial uses, including those uses that are inappropriate for neighborhood, office or central commercial areas. This district is particularly suitable for automobile/service-oriented businesses, excluding automobile, truck and machinery sales and rental, located along the freeway and major arterials. Because of their location, these uses are highly visible to large numbers of passing motorists. Commercial development along the freeway provides perhaps the only lasting impression of Tualatin for many travelers. Therefore, careful attention shall be given to site and structure design for development in this district, including signs, choice of materials, and landscaping, particularly in and around parking areas. ~~This District is suitable for mixed commercial and residential uses through the Mixed Use Commercial Overlay District on the Durham Quarry Site and in the Durham Quarry Area.~~

(6) Mixed-Use Commercial Planning District (MUC). To provide areas suitable for a mix of office, retail commercial, and high-density housing. Development standards in this district shall encourage a range of complementary and integrated uses oriented toward pedestrian activity.

~~(6)~~ (7) Mid Rise/Commercial Office Planning District (CO/MR). To provide areas suitable for professional Class A Mid Rise offices. The CO/MR District shall be applied to appropriate lands west of Interstate 5 and south of the Tualatin River. Since the potential application of this district extends over most of the City's incorporated area, considerations such as proximity to

established residential districts and preservation of significant views and visual corridors shall be encouraged.

(7) (8) Medical Center Planning District (MC). To provide areas for major medical centers providing medical facilities and health care services for the residents of Tualatin and the surrounding area, and to provide limited supporting retail and service uses for the convenience of patients, patient visitors and staff. The Medical Center District shall be no less than 25 acres and front on an arterial as designated in TDC Chapter 11, Tualatin Community Plan.

Section 5. The following definitions are added to TDC 31.060 (Definitions):

Aisle. The corridor by which cars enter and depart parking spaces.

Buildable Area. The area of a lot remaining after the minimum yard and open space requirements of the zoning ordinance have been met.

Caliper. The diameter of a tree trunk measured at a prescribed height.

Drive-through Facility. A facility or structure that is designed and intended to allow drivers to remain in their vehicles before and during participation in an activity on the site.

Driveway. A private way providing ingress and egress from private property to a public or private street.

Floor area. The total floor area of a building, both above and below ground with a clear ceiling height of at least seven feet. Floor area is measured from the interior walls of a building or structure and does not include the following:

1. Roof area;

2. Roof top mechanical equipment;

3. Roofed porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two (42) inches in height, for fifty (50) percent or more of their perimeter; and

4. Vents, shafts, courtyards, stairwells, elevator shafts, rooms designed and used for the purpose of storage and operations of maintenance equipment and enclosed or covered parking areas.

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

Net acres. The area proposed for development measured to the property lines of the parcel(s) or development site boundary or lot after all deductions are made. Deductions include:

(1) The following sensitive land areas:

(a) Land within the 100-year floodplain that is preserved in a tract;

(b) Land exceeding 25 percent slope;

(c) Drainage ways; and

(d) Wetlands and associated buffers.

(2) Land dedicated to the public for park purposes; and

(3) Land dedicated to the public for rights-of-way and stormwater facilities. When actual information is not available, the following formulas may be used:

(a) Single-family development: allocate 20 percent of gross acres;

(b) Multi-family development including but not limited to apartments, condominiums and townhouses: allocate 15 percent of gross acres.

Section 6. TDC 38.060 (Sign Permit Required) is amended to read as follows:

TDC 38.060. - Sign Permit Required.

(1) Except as provided in subsection (2) below, no person shall erect, construct, modify, relocate, use or replace a sign, change a sign face, or alter a sign or sign structure unless a sign permit and any required building permit and electrical permit have been issued.

(2) The following signs are not required to obtain a sign permit; however, they shall comply with applicable sign regulations:

(a) Exempt signs in accordance with TDC 38.050;

(b) A directory sign's change of readerboard copy of two inches or less in height;

(c) Lawn signs;

(d) Temporary window signs and displays that do not meet the definition of a sign, for example, murals;

(e) Inlaid floor signs in the Mixed Use Commercial ~~Overlay~~ District; and

(f) Directional signs in the Mixed Use Commercial ~~Overlay~~ District.

Section 7. The following definitions in TDC 38.105 (Definitions) are amended to read as follows:

Inlaid Floor Sign. For the Mixed Use Commercial ~~Overlay~~ District only, a sign on private property that is incorporated into the floor/walkway area in a customer entry area. This sign is intended to be seen only by people looking down who are at a customer entry area and not to be seen by people in a public right-of-way or a public access parking lot. An Inlaid Floor Sign is not a wall sign or a freestanding sign.

Plaque Sign. For the Mixed Use Commercial ~~Overlay~~ District only, a type of wall sign associated with and located near a customer entry area.

Project Sign. For the Mixed Use Commercial ~~Overlay~~ District only, a type of sign to identify a project. For the purposes of this definition, a project is a functionally integrated and coordinated development on at least ten acres that may include more than one lot and be separated by a public street. The project is reviewed through the Architectural Review process as one application, as two or more simultaneous applications, or as two or more applications for phases of the same development.

Section 8. TDC 38.110(4) (Sign Types) is amended to read as follows:

TDC 38.110(4) *Shingle Sign, Blade and Small Projecting Sign Provisions.* Shingle signs and blade signs may be erected in the Mixed Use Commercial ~~Overlay~~ District subject to TDC 38.225. Shingle Signs, Blade Signs and Small Projecting Signs may be erected in the Central Design District and in Major Commercial Centers and on Multi-story Buildings in the Central and General Commercial Planning Districts subject to TDC 38.220(2) (b,e) and to the following limitations after first obtaining a sign permit.

(a) Location: Shingle signs and blade signs and Small Projecting Signs need not be placed within the primary sign band for wall signs. Shingle signs and blade signs and Small Projecting Signs shall be attached to a wall or the underside of an awning, canopy, marquee or building overhang.

(b) Shingle and Small Projecting Signs (Shingle-style) attached to the underside of an awning, canopy, marquee or building overhang shall not extend out beyond the outer edge of the element to which they are attached. Blade signs attached to a wall shall be perpendicular to that wall and shall extend no greater than four feet.

(c) Blade signs and Small Projecting Signs (Blade-style) attached to a wall shall be perpendicular to that wall and shall extend no greater than four feet. Number of Sides: No more than two.

(d) Guy wires cables and similar stabilization methods are not permitted.

Section 9. TDC 38.220(1) (Signs Permitted in the Central Commercial (CC) and General Commercial (CG) Planning Districts) is amended to read as follows:

TDC 38.220. - Signs Permitted in the Central Commercial (CC) and General Commercial (CG) Planning Districts

(1) ~~TDC 38.220 does not apply to the Mixed Use Commercial Overlay District, see TDC 38.225.~~ Additional sign types are allowed on Multi-story Buildings, on buildings within a Major

Commercial Center, and within the Central Design District. No sign shall be permitted in the CC or CG Planning Districts for permitted and conditional uses except the following:

(a) Monument signs are permitted. If used, the following standards apply:

(i) Number: One for a single frontage lot. Two for a single frontage lot with a minimum of 1.5-2.0 acres in lot area and 500 feet of frontage on one public street, provided the signs are not less than 300 feet apart from each other. Two for a corner lot with two or more frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided no more than one sign is on each frontage.

(ii) Number of Sides: No more than two.

(iii) Height Above Grade: No higher than eight feet, except a Major Commercial Center sign may be up to ten feet.

(iv) Area: No more than 40 square feet, except a Major Commercial Center sign may be up to 55 square feet.

(v) Letter, Symbol, Logo, Size: Letters, symbols and logos shall be at least one foot high measured from the top of the letter/symbol/logo to the bottom of the letter/symbol/logo. Numbers may be less than one foot high.

(vi) Illumination: Subject to Sign Design Review Standards of TDC 38.075, direct, indirect or internal.

(vii) Location: No greater than 30 feet from the frontage property line along the public right-of-way.

(viii) Design: Subject to Sign Design Review Standards of TDC 38.075.

(b) Monument signs in addition to those allowed in TDC 38.220(1)(a) above are permitted for separate buildings in Major Commercial Centers of greater than 3.0 acres. If used, the following standards apply:

(i) Location on Site: At least 150 feet shall separate additional monument signs from each other. At least 100 feet shall separate additional monument signs from the monument and pole signs permitted in TDC 38.220(1)(a) above and 38.220(1)(c) below.

(ii) Number: One per separate building up to a maximum of four buildings.

(iii) Number of Sides: No more than two.

(iv) Height Above Grade: No higher than six feet.

(v) Area: No more than 32 square feet.

(vi) Letter, Symbol, Logo, Size: See TDC 38.220(1)(a)(v).

(vii) Illumination: Subject to Sign Design Review Standards of TDC 38.075, indirect or internal.

(viii) Design: Subject to Sign Design Review Standards of TDC 38.075.

(c) Pole signs are permitted in place of the monument signs allowed in TDC 38.220(1)(a) above, except on an Arterial Street frontage. If used, the following standards apply:

(i) Number: One for a single Collector or Local Street frontage lot. Two for a corner lot with two or more Collector or Local Street frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more Collector or Local Street frontages, provided no more than one sign is on each frontage. Notwithstanding the preceding sentences in TDC 38.220(1)(c)(i), a Major Commercial Center is limited to one freestanding pole sign.

(ii) Number of Sides: There is no restriction, except Major Commercial Center Signs are limited to two sides.

(iii) Height Above Grade: No higher than 15 feet, except the Major Commercial Center Sign may be up to 20 feet.

(iv) Height of Sign Face: No higher than eight feet, except the Major Commercial Center Sign may be up to ten feet.

(v) Area: No more than 48 square feet, except the Major Commercial Center sign may be up to 100 square feet.

(vi) Letter, Symbol, Logo, Size: See TDC 38.220(1)(a)(v).

(vii) Illumination: Subject to Sign Design Review Standards of TDC 38.075, direct, indirect or internal, except the Major Commercial Center sign shall not be direct.

(viii) Mechanical Readerboard: For churches, cinemas and theaters, the sign may be a mechanical readerboard.

(ix) Design. Subject to Sign Design Review Standards of TDC 38.075.

(d) Wall Signs Are Permitted. If used, the following standards apply:

(i) Number: One on each owned or leased wall not to exceed four walls of a building. For walls not oriented toward and not located within 150 feet of the Wetland Protected Area or a Natural Resource Protection Overlay District (NRPO) as shown on Map 72-1, two wall signs are allowed on an owned or leased wall of 4,000-4,999.99 square feet provided the distance between the two

signs is greater than 25 feet, and three wall signs on an owned or leased wall equal to or greater than 5,000 square feet.

(ii) Number of Sides: No more than one.

(iii) Height Above Grade: No higher than the height of the sign band on the owned or leased space.

(iv) Height of Sign Face: No higher than four feet provided no letter or number (does not include logos, caricatures, scenes, non-letters and non-numerical symbols) shall be more than two feet when erected on owned or leased walls whose area is less than 4,000 square feet, and no higher than four feet for letters, numbers, logos, caricatures, scenes and symbols when erected on owned or leased walls equal to or greater than 4,000 square feet. If a sign's square footage is less than ½ the maximum area allowed, then the height of the sign can be doubled. If the sign height is doubled, the height of any logo, symbols, caricatures or scenes may be up to five feet.

(v) Area: For owned or leased walls whose area is 0 to 400 square feet, a sign area of at least 24 square feet or ten percent of the wall area is allowed, whichever is greater. For walls whose area is 400 to 3,999.9 square feet, a sign area of no more than 40 square feet is allowed. For walls not oriented toward and not located within 150 feet of the Wetland Protected Area or a NRPO District as shown on Map 72-1, a total sign area of up to 100 square feet is allowed for a wall 4,000-4,999.9 square feet provided that when two wall signs are erected neither sign is larger than 75 square feet, and for walls equal to or greater than 5,000 square feet, a sign area of up to 150 square feet is allowed.

(vi) Illumination: Direct, indirect or internal.

(vii) Mechanical Readerboard: For churches, cinemas and theaters the sign may be a mechanical readerboard.

Section 10. TDC 38.225(1) (Signs Permitted in the Mixed Use Commercial Overlay District) is amended to read as follows:

TDC 38.225. - Signs Permitted in the Mixed Use Commercial Overlay (MUC) Planning District.

(1) No sign shall be permitted in the ~~Mixed Use Commercial Overlay~~ MUC Planning District for permitted and conditional uses except the following:

(a) Monument signs are permitted. If used, TDC 38.110(1) and the following standards apply:

(i) Number: One for a single frontage lot. Two for a corner lot with two or more frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided no more than one sign is on each frontage.

- (ii) Number of Sides: No more than two.
- (iii) Height Above Grade: No higher than eight feet.

(iv) Area: No more than 40 square feet.

(v) Letter, Symbol, Logo, Size: Letters, symbols and logos shall be at least one foot high measured from the top of the letter/symbol/logo to the bottom of the letter/symbol/logo. Numbers may be less than one foot high.

(vi) Illumination: Direct, indirect or internal.

(vii) Location: No greater than 30 feet from the frontage property line along the public right-of-way.

(b) A project sign is permitted. If used, the following standards apply:

(i) Number: One for a project.

(ii) Number of Sides: One.

(iii) Height Above Grade: No higher than eight feet.

(iv) Sign Face Height: No higher than six feet.

(v) Sign Face Area: No more than 200 square feet.

(vi) Letter, Number, Symbol Size: No higher than four feet, except logos which can be up to six feet high.

(vii) Illumination: Direct, indirect or internal.

(viii) Location: At the intersection of two public streets. The sign shall be no greater than 60 feet from the frontage property line along the public right-of-way.

(ix) Type: The sign face shall be on a freestanding wall or a wall set into a slope.

(x) Separation: There shall be at least 100 feet separating the project sign from a sign allowed in TDC 38.225(1)(a).

(c) Wall signs are permitted. If used, TDC 38.110(3) and the following standards apply:

(i) Number: One on each owned or leased wall not to exceed four walls of a building. Two wall signs are allowed on an owned or leased wall of 3,000-4,999.9 square feet provided the distance between the two signs is greater than 25 feet. Three wall signs are allowed on an owned or leased wall equal to or greater than 5,000 square feet.

(ii) Number of Sides: No more than one.

(iii) Height Above Grade: No higher than the height of the sign band on the owned or leased space.

(iv) Height of Sign Face: No higher than ten feet, provided no letter or number (does not include logos, caricatures, scenes, non-letters and non-numerical symbols) shall be more than five feet.

(v) Area: For owned or leased walls whose area is 0 to 400 square feet, a sign area of at least 24 square feet or ten percent of the wall area is allowed, whichever is greater. For walls whose area is 400.1 to 3,999.9 square feet, a total sign area of no more than 125 square feet is allowed. For walls whose area is equal to or greater than 4,000 square feet, a total sign area of no more than 150 square feet.

(vi) Illumination: Direct, indirect or internal.

(d) Wall Mounted Plaque signs are permitted. If used, the following standards apply:

(i) Number: One at each customer entry area.

(ii) Number of Sides: No more than one.

(iii) Height Above Grade: No higher than the top of the door at a customer entry area.

(iv) Height of Sign Face: No higher than two feet.

(v) Sign Face Area: No more than four square feet. The area shall not be included in the area in TDC, 38.225(1)(c)(v) above.

(vi) Illumination: Indirect.

(vii) Location: To the side of a customer entry area. They need not be placed within the sign band for wall signs.

(viii) Sign Depth. The plaque may be flush with or inset into a wall, or may extend out from a wall no more than one inch.

(ix) Sign Face Orientation: The face shall be parallel to a wall.

(e) Shingle signs and blade signs are permitted. If used, the following standards apply:

(i) Location: Shingle signs and blade signs need not be placed within the sign band. Blade signs shall be attached to the wall of a building and shingle signs shall be attached to the underside of an awning, canopy, marquee or building overhang.

(ii) Number: In addition to the wall signs allowed in TDC, 38.225(1) (c), one shingle sign or one blade sign for each owned or leased wall, except as allowed in TDC 38.225(1)(k).

(iii) Number of Sides: No more than two.

(iv) Height of Sign Face: Shingle signs shall be no higher than three feet. Blade signs shall be no higher than ten feet, except as allowed in TDC 38.225(1)(k).

(v) Width of Sign Face: Shingle signs attached to the underside of an awning, canopy, marquee or building overhang shall not extend out beyond the outer edge of the element to which they are attached. Blade signs shall not extend greater than four feet beyond the building wall.

(vi) Sign Face Area: No more than 16 square feet, except as allowed in TDC 38.225(1)(k). The area shall not be included in the area in TDC 38.225(1)(c)(v).

(vii) Height of Sign: The distance from the sidewalk or grade up to the bottom of the sign shall be at least eight feet.

(viii) Illumination: Direct, indirect or internal.

(ix) Guy wires, cables and similar stabilization methods are not permitted.

(f) Inlaid Floor signs are permitted. If used, the following standards apply:

(i) Number: One for each customer entry area.

(ii) Height Above Grade: The surface of the sign shall not extend above the surface of the floor/walkway.

(iii) Sign Face Area: Not greater than 20 square feet.

(iv) Illumination: Direct, indirect or internal.

(v) Location: In a customer entry area on private property, set in the floor/walkway.

(g) Window signs are permitted. If used, the following standards apply:

(i) Location on Building: They shall be erected inside a building and located to be seen from the outside through a window.

(ii) Number: No limit provided the sign face area standard is met.

(iii) Sign Face Area: No more than 35 percent of the owned or leased window area.

(iv) Illumination: Direct or indirect.

(h) Awning, Canopy and Marquee signs are permitted. If used, the following standards apply:

(i) Number: No limit provided the sign face area standard is met.

(ii) Number of Sides: No more than one.

(iii) Height of Sign Face: No higher than the height of the awning or canopy. For marquees, no higher than the height of the fascia. For marquees with signage on top of the fascia, no more than 16 inches, except as allowed in TDC 38.225(1)(k).

(iv) Area: No more than 35 percent of the area of each awning, canopy and marquee provided the total signage of all awnings, canopies and marquees are on an owned or leased wall is no more than 40 square feet. For marquees with signage on top of the fascia, the area to be used in calculating the 35 percent is the allowed height of the sign, 16 inches, multiplied by the length of the front and sides of the marquee.

(v) Illumination: Direct, indirect or internal.

(vi) Location: For awnings and canopies, the signage shall be on the awning or canopy. For marquees the signage shall be on the fascia, or on top of the fascia provided it is individual letters, numbers or elements.

(i) Directional signs are permitted. If used, the following standards apply:

(i) They shall be permanent freestanding pole or monument signs.

(ii) Location on Site: If they are not 100 percent visually screened from the public right-of-way, they shall be erected at least 60 feet from the public right-of-way. If 100 percent visual screening is provided, they may be within 60 feet of the public right-of-way.

(iii) Location as Part of a Fence or Freestanding Wall: They may be affixed to and made part of a fence or freestanding wall.

(iv) Number: No more than four per vehicle or pedestrian aisle or aisle intersection.

(v) Number of Sides: No more than four.

(vi) Height of Sign: No higher than eight feet.

(vii) Sign Face Area: No more than four square feet per side. If affixed to a building wall the area shall not be included in the area in TDC 38.225(1)(c)(v).

(viii) Illumination: Indirect or internal.

(j) Directory signs are permitted. If used, the following standards apply:

(i) They shall be permanent wall or freestanding monument signs.

(ii) Location on Site: Wall directories need not be erected on sign bands. Monument directories shall be at least 60 feet from a public right-of-way and within 30 feet of a customer entry area.

(iii) Location as Part of a Fence or Freestanding Wall: They may be affixed to and made part of a fence or freestanding wall.

(iv) Number: One per customer entry area.

(v) Number of Sides: One for a wall directory and no more than four for a monument.

(vi) Height of Sign: No higher than three feet for a wall directory and six feet for a monument.

(vii) Sign Face Area: No more than six square feet for a wall directory and 24 square feet for a monument.

(viii) Illumination: Indirect or internal.

(ix) Height of Copy: No higher than two inches, except 20 percent of the sign face area may have copy up to five inches. Map size is not restricted by this subsection.

(x) The portion of the sign containing letters two inches in height or less may be a mechanical readerboard.

(k) Additional Blade and Marquee signage for eligible locations. This section allows an increase in the number, height, and sign face area of blade signs and an increase in the height of sign face area for marquee signs (with signage on top of the fascia) for business occupants which meet all of the criteria below. For blade signs, all other standards of TDC 38.225(1)(e) shall apply. For marquee signs all other standards of TDC 38.225(1)(h) shall apply.

(i) Criteria: This section applies only to business tenants which meet all of the following criteria (1) the building owned or leased by the business tenant is within a commercial development that is greater than 20 acres in size; (2) the total wall area owned or leased by the business tenant is greater than 1,000 square feet; (3) the building floor area owned or leased by the business tenant is greater than 15,000 square feet; and, (4) the building area owned or leased by the business tenant is not adjacent to the public right-of-way.

(ii) Blade Signs—Number: two signs on two owned or leased walls; one sign for all other owned or leased walls.

(iii) Blade Signs—Height of Sign Face: No higher than 16 feet.

(iv) Blade Signs—Sign Face Area: No more than 40 square feet. The area shall not be included in the area in TDC 38.225(1)(c)(v).

(v) Marquee Signs—Height of Sign Face Area: For marquees with signage on top of the fascia, no more than 36 inches.

Section 11. TDC 54.100 (Purpose) is amended to read as follows:

TDC 54.100. - Purpose.

The purpose of this district is to provide areas in the City that are suitable for the widest range of commercial uses and retail businesses. This district is particularly suitable for automobile-related businesses and businesses needing direct freeway access. ~~This zone is also suitable for the Mixed Use Commercial Overlay District to be applied in a specific area in accordance with TDC Chapter 57.~~

Section 12. TDC 54.310 (Additional Development Standards) is amended to read as follows:

TDC 54.310. - Additional Development Standards.

(1) Gateway Tower Elements. Gateway Tower Elements are permitted in the CG Planning District, subject to the following restrictions. ~~A Gateway Tower Element must not be located within a Mixed Use Commercial Overlay District (MUCOD).~~

(a) Location. The Gateway Tower element must be located within a 3.0 acre or larger commercial center development that is in a CG Planning District and within a 1,000 foot radius of:

(i) The intersection of the centerline of SW Nyberg Street with the centerline of Interstate I-5; and

(ii) The intersection of the centerline of SW Lower Boones Ferry Road with the centerline of Interstate I-5.

(b) Number. A maximum of two (2) Gateway Tower Elements are permitted within a commercial center development, with a minimum separation of 200 feet.

(c) Height. Gateway Tower Element feature must not exceed a structure height of 60 feet.

(d) Width and Depth. Gateway Tower Element must not have exterior width, depth, or diameter dimensions greater than 20 feet nor less than six feet.

(e) Design.

(i) Gateway Tower Elements must incorporate architectural details including, but not limited to, fenestrations; eaves; window openings; and variations in roofline, volume, massing, and exterior materials. Architectural materials and details must be of a high quality and must relate to the design elements used on other structures in the development site.

(ii) Gateway Tower Elements must include a gable, hip, dome or pitched roof form without a spire or pinnacle above. The roof material must be opaque and not transparent or translucent.

(iii) Clocks, bells and similar features are prohibited.

(f) Lighting. A Gateway Tower Element may be illuminated by indirect illumination. Direct illumination or internal illumination other than light emitted from approved windows or fenestrations is prohibited.

(g) Signage. Signs are prohibited on a Gateway Tower Element structure.

Section 13. TDC Chapter 57 Mixed Use Commercial Overlay District is deleted in its entirety.

Section 14. TDC Chapter 57 Mixed Use Commercial Zone (MUC) is created to read as follows:

TDC 57.010. - Purpose.

The purpose of this district is to provide areas of the City that are suitable for a mix of office, retail commercial, and high-density housing. Retail uses should be located on the ground floor to encourage an interesting and active streetscape. Buildings should be oriented toward the street with clearly marked entrances. The use of alternative modes of transportation such as transit, pedestrian, and bicycle activity are to be promoted within the district.

TDC 57.200. - Use Categories

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

Table 57-1
Use Categories in the MUC

<u>USE CATEGORY</u>	<u>STATUS</u>	<u>LIMITATIONS AND CODE REFERENCES</u>
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<u>RESIDENTIAL USE CATEGORIES</u>		
<u>Household Living</u>	<u>P/C</u>	<u>Permitted housing types subject to TDC 57.220</u>
<u>COMMERCIAL USE CATEGORIES</u>		
<u>Commercial Lodging</u>	<u>P</u>	--
<u>Commercial Recreation</u>	<u>P</u>	--
<u>Commercial Parking</u>	<u>P</u>	--
<u>Durable Goods Sales</u>	<u>P/C (L)</u>	<u>Permitted uses limited to:</u> <ul style="list-style-type: none"> • <u>Retail sale of furniture and large appliances, pursuant to TDC 57.210</u> <u>Conditional uses limited to:</u> <ul style="list-style-type: none"> • <u>Outdoor sales subject to TDC 57.210.</u>
<u>Eating and Drinking Establishments</u>	<u>P</u>	
<u>Medical Office</u>	<u>P (L)</u>	<u>Accessory research and development square footage must be less than the primary office use square footage.</u>
<u>Office</u>	<u>P (L)</u>	<u>Accessory research and development square footage must be less than the primary office use square footage.</u>
<u>Other Educational and Vocational Servicing</u>	<u>P</u>	--
<u>Quick Vehicle Servicing</u>	<u>C (L)</u>	<u>Conditional uses limited to:</u> <ul style="list-style-type: none"> • <u>Automobile service station subject to TDC 57.210.</u>
<u>Retail Sales and Services</u>	<u>P/C (L)</u>	<u>Pet day care without outdoor activity area is permitted outright.</u> <u>Mortuary not permitted.</u> <u>Conditional uses limited to:</u> <ul style="list-style-type: none"> • <u>Outdoor sales subject to TDC 57.210.</u>

		<u>All other retail sales and service uses permitted outright.</u>
<u>INSTITUTIONAL USE CATEGORIES</u>		
<u>Assembly Facilities</u>	<u>C (L)</u>	<u>Conditional uses limited to:</u> <ul style="list-style-type: none"> • <u>Religious institutions or major event entertainment.</u>
<u>Colleges, Universities, and Private Career Schools</u>	<u>C</u>	--
<u>Community Services</u>	<u>P</u>	--
<u>Medical Centers</u>	<u>C</u>	--
<u>Schools</u>	<u>C</u>	--
<u>INFRASTRUCTURE AND UTILITIES CATEGORIES</u>		
<u>Basic Utilities</u>	<u>P (L)</u>	<u>Permitted uses limited to:</u> <ul style="list-style-type: none"> • <u>Sewer and water pump stations;</u> • <u>Pressure reading stations.</u>
<u>Greenways and Natural Areas</u>	<u>P</u>	
<u>Parks and Open Space</u>	<u>P (L)</u>	<u>Golf courses and country clubs prohibited.</u> <u>All other uses permitted outright.</u>
<u>Public Safety Facilities</u>	<u>P/C (L)</u>	<u>Conditional uses limited to:</u> <ul style="list-style-type: none"> • <u>Fire stations; and publicly- and privately-operated ambulance facilities.</u> <u>All other uses permitted outright.</u>
<u>Transportation Facilities</u>	<u>P</u>	--
<u>Wireless Communication Facility</u>	<u>P (L)</u>	<u>Permitted uses limited to:</u> <ul style="list-style-type: none"> • <u>Wireless communication facility attached.</u>

TDC 57.210. - Additional Limitations on Uses.

(1) Durable Goods Sales. Uses limited to retail sale of furniture and large appliances subject to the following standards:

(a) The building footprint is less than 60,000 square feet of gross floor area.

(b) Incidental repair of appliances is permitted as an accessory use.

(2) Outdoor uses. All uses must be conducted wholly within a completely enclosed building, except off-street parking and loading, Basic Utilities, Wireless Communication Facilities, outdoor play areas of child day care centers, as required by state day care certification standards, and as provided in (a) - (b) below.

(a) Temporary Uses. Temporary outdoor sales, as defined in TDC 31.060, are permitted as a temporary use subject to TDC 33.090.

(b) Conditional Uses. Any outdoor storage, display, and sales use requires a conditional use permit and is subject to the following standards:

(i) The outdoor area must not exceed ten percent of the store's gross floor area or 15,000 square feet, whichever is less.

(ii) Not less than 50 percent of the outdoor area must be covered by a permanent roof.

(iii) The outdoor area must abut a wall of the store.

(iv) All sides of the outdoor area not abutting a wall of the store must be screened with a sight obscuring fence, wall, berm, or dense evergreen landscaping not less than six feet in height.

(v) Stored materials must not exceed the height of the sight obscuring barrier when viewed from street level.

(3) Major event entertainment. Requires a conditional use permit and are subject to the following standards:

(a) Excludes outdoor entertainment.

(4) Automobile Service Station. Requires a conditional use permit and are subject to the following standards:

(a) The minimum street frontage on each street on a corner lot is 120 feet.

(b) The minimum street frontage on an interior lot is 150 feet.

(c) The minimum building setback from any street right-of-way is 40 feet.

(d) The minimum pump island set-back from any lot line is 15 feet.

(e) Only two access points are allowed for an interior lot. A corner lot and a through lot are allowed only one access per street frontage.

(f) The storage and display of merchandise such as tires and batteries offered for sale must be conducted in the station building. However, small items such as oil and windshield wiper blades may be displayed outside the building.

(g) Outside storage or sale of any vehicles is not permitted.

(h) Must comply with TDC Chapter 34.200.

TDC 57.220. - Housing Types.

Table 57-2 lists housing types permitted in the Mixed-Use Commercial District. Housing types may be Permitted Outright (P), Conditionally Permitted (C), or Not Permitted (N).

Table 57-2
Housing Types in the MUC

<u>USE CATEGORY</u>	<u>STATUS</u>	<u>LIMITATIONS AND CODE REFERENCES</u>
<u>Single-Family Dwelling</u>	<u>N</u>	
<u>Accessory Dwelling Unit</u>	<u>N</u>	
<u>Duplex; Townhouse (or Rowhouse)</u>	<u>P</u>	
<u>Multi-Family Structure</u>	<u>P</u>	
<u>Manufactured Dwelling</u>	<u>N</u>	
<u>Manufactured Dwelling Park</u>	<u>N</u>	
<u>Retirement Housing Facility</u>	<u>C</u>	<u>Subject to TDC 34.400</u>
<u>Residential Home</u>	<u>N</u>	

TDC 57.300. - Development Standards.

Development standards in the MUC zone are listed in Table 57-3. Additional standards may apply to some uses and situations, see TDC 57.400.

Table 57-3
Development Standards in the MUC District

<u>STANDARD</u>	<u>REQUIREMENT</u>	<u>LIMITATIONS AND CODE REFERENCES</u>
<u>MINIMUM LOT SIZE</u>		
<u>All Uses</u>	<u>None</u>	
<u>MINIMUM SETBACKS</u>		
<u>Front</u>	<u>None</u>	
<u>Interior Side and Rear</u>	<u>0-20 feet</u>	<u>Setbacks are 20 feet where the site abuts a residential district.</u>
<u>Corner</u>	<u>None</u>	
<u>MAXIMUM SETBACKS</u>		
<u>Commercial Uses</u>		

<u>Front/ Corner</u>	<u>10 feet</u>	
<u>Residential Uses</u>		
<u>Front/ Corner</u>	<u>20 feet</u>	
<u>MINIMUM STRUCTURE HEIGHT</u>		
<u>All uses</u>	<u>20 feet</u>	<u>Except for theaters and cinemas which can be one story.</u>
<u>MAXIMUM STRUCTURE HEIGHT</u>		
<u>All uses</u>	<u>70 feet</u>	<u>Refer to Figure 57-1</u>
<u>MINIMUM FLOOR AREA RATIO</u>		
<u>All uses</u>	<u>0.5</u>	<u>Floor Area Ration does not apply to residential-only projects.</u>
<u>DENSITY</u>		
<u>All uses with a residential component</u>	<u>25-50 units per acre</u>	
<u>MAXIMUM LOT COVERAGE</u>		
<u>All uses</u>	<u>90%</u>	

Figure 57-1
100 Foot Maximum Structure Height



Section 15. TDC 73A.200 (Common Wall Design Standards) is amended to read as follows:

TDC 73A.200. - Common Wall Design Standards.

The following standards are minimum standard for all duplex, townhouse, and multi-family developments in all zones. These standards do not apply to development in the Central Design District and Mixed Use Commercial Overlay (MUC) zone District, which have separate standards and may be less than the minimums provided below.

(1) Private Outdoor Areas. Common wall uses must provide private outdoor area features as follows:

(a) A separate outdoor area of not less than 80 square feet must be attached to each ground level dwelling unit; and

(b) The private outdoor area must be separated from common outdoor areas in a manner that enables the resident to control access from common areas with elements, such as walls, fences or shrubs.

(2) Balconies, Terraces, and Loggias. Common wall uses must provide balconies, terraces, and loggias features as follows:

(a) A separate outdoor area of not less than 48 square feet in the form of balconies, terraces, or loggias must be provided for each unit located above the ground level; and

(b) The balconies, terraces, and loggias standard does not apply to duplexes and townhouses.

(3) Entry Areas. Common wall uses must provide entry area features as follows:

(a) A private main entry area must be provided as a private extension of each dwelling unit;

(b) The entry area must be separated from on-site parking areas and public streets with landscaping, change of grade, low fences, walls or other means that enable the resident to supervise and control access and to retain privacy;

(c) The entry area must be a minimum of 24 square feet in area for each dwelling unit;

(d) The entry area may be combined to serve more than one unit as determined by the City; and

(e) The entry area standard does not apply to duplexes and townhouses.

(4) Shared Outdoor Areas. Common wall uses must provide shared outdoor area features as follows:

(a) Must provide year round shared outdoor areas for both active and passive

recreation;

(b) The shared outdoor area must be a minimum of:

(i) Three hundred square feet per dwelling unit; or

(ii) Four hundred fifty square feet per dwelling unit for 55 and older communities.

(c) Gazebos and other covered spaces are encouraged to satisfy this requirement;

(d) The shared outdoor area must provide approximately the same accessibility to the maximum number of dwelling units possible;

(e) The shared outdoor area must allow residents to watch over these areas from windows in at least two adjacent dwelling units;

(f) The shared outdoor area must be separated from all entryway and parking areas with a landscaped transition area measuring a minimum of ten feet wide;

(g) The shared outdoor area must have controlled access from off-site as well as from on-site parking and entrance areas with features such as fencing, walls and landscaping;

(h) The shared outdoor area must provide both sunny and shady spots;

(i) The shared outdoor area must provide a usable floor surface (material such as lawn, decks, wood chips, sand and hard surface materials qualify); and

(j) The shared outdoor area must standard does not apply to:

(i) Duplexes and townhouses; and

(ii) Any development with less than 12 dwelling units.

(5) Children's Play Areas. Common wall uses must provide children's play area features as follows:

(a) The children's play area must provide year round shared outdoor areas for both active and passive recreation;

(b) The children's play area must be a minimum of 150 square feet per dwelling unit;

(c) The children's play area must provide approximately the same accessibility to the maximum number of dwelling units possible;

(d) The children's play area must allow residents to watch over these areas from windows in at least two adjacent dwelling units;

(e) The children's play area must provide a separation from all entryway and parking areas with a landscaped transition area measuring a minimum of ten feet wide;

(f) The children's play area must have controlled access to shared outdoor areas from off-site as well as from on-site parking and entrance areas with features such as fencing, walls and landscaping;

(g) The children's play area must provide both sunny and shady spots; and

(h) The children's play area must provide a usable floor surface (material such as lawn, decks, wood chips, sand and hard surface materials qualify); and

(i) The children's play area standard does not apply to:

(i) Duplexes and townhouses;

(ii) Fifty-five and older communities; and

(iii) Any development with less than 12 dwelling units.

(6) Storage. Common wall uses must provide storage features as follows:

(a) Enclosed storage areas are required and must be attached to the exterior of each dwelling unit to accommodate garden equipment, patio furniture, barbecues, bicycles, etc.

(i) Garages do not satisfy the storage requirements.

(b) Each storage area must be a minimum of six feet in height and have a minimum floor area of:

(i) 24 square feet for studio and one bedroom units;

(ii) 36 square feet for two bedroom units; and

(iii) 48 square feet for greater than two bedroom units.

(7) Walkways. Common wall uses must provide walkways as follows:

(a) Walkways for duplexes and townhouses must be a minimum of three feet in width;

(b) All other multi-family development must have walkways of a minimum of six feet in width;

(c) Walkways must be constructed of asphalt, concrete, or a pervious surface such as pavers or grasscrete (not gravel or woody material); and

(d) The walkways must meet ADA standards applicable at time of construction or

alteration.

(8) Accessways.

(a) When Required. Accessways are required to be constructed when a common wall development is adjacent to any of the following:

- (i) Residential property;
- (ii) Commercial property;
- (iii) Areas intended for public use, such as schools and parks; and
- (iv) Collector or arterial streets where transit stops or bike lanes are provided or designated.

(b) Design Standard. Accessways must meet the following design standards:

- (i) Accessways must be a minimum of eight feet in width;
- (ii) Public accessways must be constructed in accordance with the Public Works Construction Code;
- (iii) Private accessways must be constructed of asphalt, concrete or a pervious surface such as pervious asphalt or concrete, pavers or grasscrete, but not gravel or woody material;
- (iv) Accessways must meet ADA standards applicable at time of construction or alteration;
- (v) Accessways must be provided as a connection between the development's walkway and bikeway circulation system;
- (vi) Accessways must not be gated to prevent pedestrian or bike access;
- (vii) Outdoor Recreation Access Routes must be provided between the development's walkway and bikeway circulation system and parks, bikeways, and greenways where a bike or pedestrian path is designated; and
- (viii) Must be constructed, owned and maintained by the property owner.

(c) Exceptions. The Accessway standard does not apply to the following:

- (i) Where a bridge or culvert would be necessary to span a designated greenway or wetland to provide a connection, the City may limit the number and location of accessways to reduce the impact on the greenway or wetland; and
- (ii) Accessways to undeveloped parcels or undeveloped transit facilities need not

be constructed at the time the subject property is developed. In such cases the applicant for development must enter into a written agreement with the City guaranteeing future performance by the applicant and any successors in interest of the property being developed to construct an accessway when the adjacent undeveloped parcel is developed. The agreement recorded is subject to the City's review and approval.

(9) Carports and Garages. Common wall uses must provide Carports and Garage features as follows:

- (a) At least one garage space must be provided for each duplex or townhouse. The form, materials, color, and construction must be compatible with the unit served; and
- (b) If carports or garages are provided for multi-family development, the form, materials, color, and construction must be compatible with the complex they serve.

(10) Safety and Security. Common wall units must provide safety and security features as follows:

- (a) Private outdoor areas must be separated from shared outdoor areas and children's play areas with elements such as walls, buildings, landscaping, and changes in grade in a manner which enables residents to utilize these areas as an extension of their units;
- (b) Windows must be located to encourage watching over entry areas, shared outdoor areas, walkways and parking areas;
- (c) An outdoor lighting system must be provided which facilitates police observation and resident observation through strategic location, orientation and brightness without shining into residential units, public rights-of-way, or fish and wildlife habitat areas;
- (d) An identification system must be established which clearly orients visitors and emergency services as to the location of residential units. Where possible, this system must be evident from the primary vehicle entryway; and
- (e) The safety and security standard does not apply to duplexes and townhouses.

(11) Service, Delivery and Screening. Common wall uses must provide service, delivery, and screening features as follows:

- (a) Provisions for postal delivery must be conveniently located and efficiently designed for residents and mail delivery personnel;
- (b) Safe pedestrian access from unit entries to postal delivery areas, shared activity areas, and parking areas must be provided. Elements include, but not limited to:
 - (i) Concrete paths;
 - (ii) Raised walkways; and

(iii) Bark chip trails

(c) Above grade and on-grade electrical and mechanical equipment such as transformers, heat pumps and air conditioners must be screened with sight obscuring fences, walls or landscaping.

Section 16. TDC 73A.300 (Commercial Design Standards) is amended to read as follows:

TDC 73A.300. - Commercial Design Standards.

The following standards are minimum requirements for commercial development in all zones, except the Mixed-Use Commercial (MUC) zone, which has its own standards:

(1) Walkways. Commercial development must provide walkways as follows:

- (a) Walkways must be a minimum of six feet in width;
- (b) Walkways must be constructed of asphalt, concrete, or a pervious surface such as pavers or grasscrete (not gravel or woody material);
- (c) Walkways must meet ADA standards applicable at time of construction or alteration;
- (d) Walkways must be provided between the main building entrances and other on-site buildings, accessways, and sidewalks along the public right-of-way;
- (e) Walkways through parking areas, drive aisles, and loading areas must be visibly raised and of a different appearance than the adjacent paved vehicular areas;
- (f) Bikeways must be provided that link building entrances and bike facilities on the site with adjoining public right-of-way and accessways; and
- (g) Outdoor Recreation Access Routes must be provided between the development's walkway and bikeway circulation system and parks, bikeways and greenways where a bike or pedestrian path is designated.

(2) Accessways.

(a) When Required. Accessways are required to be constructed when a common wall development is adjacent to any of the following:

- (i) Residential property;
- (ii) Commercial property;
- (iii) Areas intended for public use, such as schools and parks; and
- (iv) Collector or arterial streets where transit stops or bike lanes are provided or

designated.

(b) Design Standard. Accessways must meet the following design standards:

- (i) Accessways must be a minimum of eight feet in width;
- (ii) Public accessways must be constructed in accordance with the Public Works Construction Code;
- (iii) Private accessways must be constructed of asphalt, concrete or a pervious surface such as pervious asphalt or concrete, pavers or grasscrete, but not gravel or woody material;
- (iv) Accessways must meet ADA standards applicable at time of construction or alteration;
- (v) Accessways must be provided as a connection between the development's walkway and bikeway circulation system;
- (vi) Accessways must not be gated to prevent pedestrian or bike access;
- (vii) Outdoor Recreation Access Routes must be provided between the development's walkway and bikeway circulation system and parks, bikeways, and greenways where a bike or pedestrian path is designated; and
- (viii) Must be constructed, owned and maintained by the property owner.

(c) Exceptions. The Accessway standard does not apply to the following:

- (i) Where a bridge or culvert would be necessary to span a designated greenway or wetland to provide a connection, the City may limit the number and location of accessways to reduce the impact on the greenway or wetland; and
- (ii) Accessways to undeveloped parcels or undeveloped transit facilities need not be constructed at the time the subject property is developed. In such cases the applicant for development must enter into a written agreement with the City guaranteeing future performance by the applicant and any successors in interest of the property being developed to construct an accessway when the adjacent undeveloped parcel is developed. The agreement recorded is subject to the City's review and approval.

(3) Drive-up Uses. Drive-up uses must comply with the following:

- (a) Provide a minimum stacking area clear of the public right-of-way and parking lot aisles from the window serving the vehicles as follows:
 - (i) Banks—Each lane must be 100 feet long;

(ii) Restaurants—Each lane must be 160 feet long; and

(iii) Other uses—Each lane must be between 80 and 160 feet long, as determined by the City.

(b) Stacking area must not interfere with safe and efficient access to other parking areas on the property.

(c) Drive-up aisles and windows must be a minimum of 50 feet from residential zones.

(d) The width and turning radius of drive-up aisles must be approved by the City.

(e) A wall or other visual or acoustic may be required by the City.

(4) Safety and Security. Commercial development must provide safety and security features as follows:

(a) Locate windows and provide lighting in a manner that enables tenants, employees, and police to watch over pedestrian, parking, and loading areas;

(b) Locate windows and interior lighting to enable surveillance of interior activity from the public right-of-way;

(c) Locate, orient, and select exterior lighting to facilitate surveillance of on-site activities from the public right-of-way without shining into public rights-of-way or fish and wildlife habitat areas;

(d) Provide an identification system which clearly locates buildings and their entries for patrons and emergency services; and

(e) Above ground sewer or water pumping stations, pressure reading stations, water reservoirs, electrical substations, and above ground natural gas pumping stations must provide a minimum six foot tall security fence or wall.

(5) Service, Delivery, and Screening. Commercial development must provide service, delivery, and screening features as follows:

(a) Above grade and on-grade electrical and mechanical equipment such as transformers, heat pumps and air conditioners must be screened with sight obscuring fences, walls or landscaping;

(b) Outdoor storage must be screened with a sight obscuring fence, wall, berm or dense evergreen landscaping; and

(c) Above ground pumping stations, pressure reading stations, water reservoirs; electrical substations, and above ground natural gas pumping stations must be screened with sight-obscuring fences or walls and landscaping.

(6) Adjacent to Transit. Commercial development adjacent to transit must comply with the following:

(a) Development on a transit street designated in TDC Chapter 11 (Figure 11-5) must provide either a transit stop pad on-site, or an on-site or public sidewalk connection to a transit stop along the subject property's frontage on the transit street.

(b) Development abutting major transit stops as designated in TDC Chapter 11 (Figure 11-5) must:

(i) Locate any portion of a building within 20 feet of the major transit stop or provide a pedestrian plaza at the transit stop;

(ii) Provide a reasonably direct pedestrian connection between the major transit stop and a building entrance on the site;

(iii) Provide a transit passenger landing pad accessible to disabled persons;

(iv) Provide an easement or dedication for a passenger shelter as determined by the City; and

(v) Provide lighting at the major transit stop.

Section 17. TDC 73A.400 (Mixed Use Commercial Design Applicability; Exceptions) is created to read as follows:

TDC 73A.400 – Mixed Use Commercial Design Applicability; Exceptions.

(1) Applicability. The mixed-use design standards apply to:

(a) New buildings in the Mixed-Use Commercial (MUC) zone.

(b) Expansion or substantial exterior remodeling of existing nonresidential development in the Mixed-Use Commercial (MUC) zone which is greater than fifty (50) percent of the building's gross floor area or alters any façade visible from a public or private street frontage by more than fifty (50) percent.

(2) Exceptions: The City Manager may allow exceptions to these standards as determined through the Architectural Review process, if the physical characteristics of the site or existing structure (e.g., steep slopes, wetlands, other bodies of water, trees or other significant natural features of the site, buildings or other existing development, utility lines and easements, etc.) make compliance with the standard impractical.

Section 18. TDC 73A.410 (Mixed Use Commercial Design Standards) is created to read as follows:

TDC 73A.410 - Mixed Use Commercial Design Standards.

The following are the minimum standards for development in the Mixed-Use Commercial zone.

(1) Walkways. Mixed-Use Commercial zone development must provide walkways as follows:

- (a) Walkways must be a minimum of six feet in width;
- (b) Walkways must be constructed with scored concrete or modular paving materials;
- (c) Walkways must meet ADA standards applicable at time of construction or alteration;
- (d) Walkways must be continuous and connect all building entrances within the development to one another and to: all public streets or private access abutting the site; all parking areas, storage areas, recreational facilities and common areas associated with the development; and adjacent development, transit stops, and public greenways and parks; and
- (e) Walkways must provide connection to an abutting street every 200 linear feet of frontage.

(2) Parking Location. Parking for all Mixed-Use Commercial zone uses must be provided within garages or parking lots as follows:

- (a) Parking and loading areas are prohibited between the public street and proposed building(s);
- (b) Parking is allowed on the side or rear of proposed building(s). If located on the side, the parking area may not exceed 50 percent of the total frontage of the site;
- (c) Parking must be setback a minimum of 50 feet from the front property line; and
- (d) Parking required for residential uses must be provided on the development site of the primary structure.

(3) Drive-up Uses. Drive-up uses must comply with the following:

- (a) Provide a minimum stacking area clear of the public right-of-way and parking lot aisles from the window serving the vehicles as follows:
 - (i) Banks—Each lane must be 100 feet long;
 - (ii) Restaurants—Each lane must be 160 feet long; and
 - (iii) Other uses—Each lane must be between 80 and 160 feet long, as determined by the City.
- (b) Stacking area must not interfere with safe and efficient access to other parking areas on the property.
- (c) Drive-up aisles and windows must be a minimum of 50 feet from residential zones.

(d) The width and turning radius of drive-up aisles must be approved by the City.

(e) A wall or other visual or acoustic may be required by the City.

(4) *Adjacent to Transit.* Mixed-Use Commercial zone development adjacent to transit must comply with the following:

(a) Development on a transit street designated in TDC Chapter 11 (Figure 11-5) must provide either a transit stop pad on-site, or an on-site or public sidewalk connection to a transit stop along the subject property's frontage on the transit street.

(b) Development abutting major transit stops as designated in TDC Chapter 11 (Figure 11-5) must:

(i) Locate any portion of a building within 20 feet of the major transit stop or provide a pedestrian plaza at the transit stop;

(ii) Provide a reasonably direct pedestrian connection between the major transit stop and a building entrance on the site;

(iii) Provide a transit passenger landing pad accessible to disabled persons;

(iv) Provide an easement or dedication for a passenger shelter as determined by the City; and

(v) Provide lighting at the major transit stop.

(5) *Building Location.* Buildings must occupy a minimum of 50 percent of arterial and collector street frontages. Buildings must be located at public street intersections on arterials and collectors.

(6) *Building Design Standards.* Mixed Use Commercial Zone development must meet the following building design standards.

(a) Non-residential buildings and mixed-use buildings where 50 percent or less of the gross floor area of the building is residential must comply with the following:

(i) *Ground floor windows.* Street-facing elevations must include a minimum of 50 percent of the wall area with windows that allow views into working areas or lobbies, pedestrian entrances, or display windows set into the wall. The ground floor wall area shall be measured from three feet above grade to nine feet above grade the entire width of the street-facing elevation. Up to 50 percent of the ground floor window requirement may be met on an adjoining elevation as long as all of the requirement is located at a building corner.

(ii) *Building Facade.* Street-facing facades must extend no more than 50 feet without providing at least one of the following features:

(A) A variation in building materials;

(B) A building offset of at least one foot;

(C) A wall area that is entirely separated from other wall areas by a projection, such as an arcade, or

(D) By other design features that reflect the building's structural system.

(iii) *Weather Protection.* Weather protection for pedestrians, such as awnings, canopies and arcades, must be provided at building entrances and extend a minimum of six feet over the sidewalk connection and must not obstruct or prevent the placement of street trees, tree canopies or other improvements within the public right-of-way. Weather protection is encouraged along building frontages abutting a public sidewalk.

(iv) *Building Materials.* The following are not permitted as exterior finish materials for building walls: plain concrete block, plain concrete, corrugated metal, plywood, sheet pressboard or vinyl siding.

(A) *Exceptions.* Foundation material may be plain concrete or plain concrete block where the foundation material is not revealed for more than two feet above grade.

(v) *Roof Lines.* Except in the case of a building entrance feature, roofs must be designed as an extension of the primary materials used for the building and should respect the building's structural system and architectural style. False fronts and false roofs are not permitted.

(vi) *Roof-mounted Equipment.* Roof-mounted equipment must be screened from view from adjacent public streets. Screening shall be integrated with exterior building design. Satellite dishes and other communication equipment must be set back or positioned on a roof so that exposure from adjacent public streets is minimized.

(b) *Residential-only, and mixed-use buildings where 50.1 percent or more of the gross floor area of the building is residential, must comply with the following:*

(i) *Front Facades.* All primary ground-floor common entries or individual unit entries must be oriented to the street, not to the interior or to a parking lot. The front facade of large structures must be divided into smaller areas or planes of 500 square feet or less. Trim must be used to mark all building roof lines, porches, windows and doors. Projecting features such as porches, balconies, bays and dormer windows and roof pediments are encouraged, to create visual interest.

(ii) Main Entrance. Primary structures must be oriented with their main entrance facing the street upon which the project fronts. If the site is on a corner, it may have its main entrance oriented to either street or at the corner.

(iii) Unit Definition. Each dwelling unit must be emphasized with a roof dormer or bay windows on the street-facing elevation, or by providing a roof gable or porch that faces the street. Ground-level dwelling units must include porches with no dimension less than six feet and an area of at least 48 square feet.

(iv) Building Materials. The following are not permitted as exterior finish materials for building walls: plain concrete block, plain concrete, corrugated metal, plywood, sheet pressboard or vinyl siding.

(A) Exceptions. Foundation material may be plain concrete or plain concrete block where the foundation material is not revealed for more than two feet above grade.

(v) Roof Lines. Roofline offsets must be provided at intervals of 40 feet or less to create variety in the massing of structures and to relieve the effect of a single, long roof. Offsets must be a minimum four foot variation, either vertically or horizontally, from the gutter line.

(vi) Roof-mounted Equipment. Roof-mounted equipment must be screened from view from adjacent public streets. Screening shall be integrated with exterior building design. Satellite dishes and other communication equipment must be set back or positioned on a roof so that exposure from adjacent public streets is minimized.

Section 19. TDC 73A.400 (Industrial Design Standards) is renumbered and amended to read as follows:

TDC 73A.400. 73A.500 - Industrial Design Standards.

The following standards are minimum requirements for industrial development in all zones, except the Mixed-Use Commercial (MUC) zone, which has its own standards:

(1) *Walkways.* Industrial development must provide walkways as follows:

- (a) Walkways must be a minimum of five feet in width;
- (b) Walkways must be constructed of asphalt, concrete, or a pervious surface such as pavers or grasscrete (not gravel or woody material);
- (c) Walkways must meet ADA standards applicable at time of construction or alteration;
- (d) Walkways must be provided between the main building entrances and other on-site buildings, accessways, and sidewalks along the public right-of-way;

(e) Walkways through parking areas, drive aisles, and loading areas must be of a different appearance than the adjacent paved vehicular areas; and

(f) Outdoor Recreation Access Routes must be provided between the development's walkway and bikeway circulation system and parks, bikeways and greenways where a bike or pedestrian path is designated.

(2) *Accessways.*

(a) *When Required.* Accessways are required to be constructed when a common wall development is adjacent to any of the following:

(i) Residential property;

(ii) Commercial property;

(iii) Areas intended for public use, such as schools and parks; and

(iv) Collector or arterial streets where transit stops or bike lanes are provided or designated.

(b) *Design Standard.* Accessways must meet the following design standards:

(i) Accessways must be a minimum of eight feet in width;

(ii) Public accessways must be constructed in accordance with the Public Works Construction Code;

(iii) Private accessways must be constructed of asphalt, concrete or a pervious surface such as pervious asphalt or concrete, pavers or grasscrete, but not gravel or woody material;

(iv) Accessways must meet ADA standards applicable at time of construction or alteration;

(v) Accessways must be provided as a connection between the development's walkway and bikeway circulation system;

(vi) Accessways may be gated for security purposes;

(vii) Outdoor Recreation Access Routes must be provided between the development's walkway and bikeway circulation system and parks, bikeways, and greenways where a bike or pedestrian path is designated; and

(viii) Must be constructed, owned and maintained by the property owner.

(c) *Exceptions.* The Accessway standard does not apply to the following:

(i) Where a bridge or culvert would be necessary to span a designated greenway or wetland to provide a connection, the City may limit the number and location of accessways to reduce the impact on the greenway or wetland; and

(ii) Accessways to undeveloped parcels or undeveloped transit facilities need not be constructed at the time the subject property is developed. In such cases, the applicant for development must enter into a written agreement with the City guaranteeing future performance by the applicant and any successors in interest of the property being developed to construct an accessway when the adjacent undeveloped parcel is developed. The agreement recorded is subject to the City's review and approval.

(3) Drive-up Uses. Drive-up uses must comply with the following:

(a) Must provide a minimum stacking area clear of the public right-of-way and parking lot aisles from the window serving the vehicles as follows:

(i) Banks—each lane must be 100 feet long;

(ii) Restaurants—each lane must be 160 feet long; and

(iii) Other uses—each lane must be between 80 and 160 feet long, as determined by the City.

(b) Stacking area must not interfere with safe and efficient access to other parking areas on the property;

(c) Drive-up aisles and windows must be a minimum of 50 feet from residential zones.

(d) The width and turning radius of drive-up aisles must be approved by the City; and

(e) A wall or other visual or acoustic may be required by the City.

(4) *Safety and Security*. Institutional development must provide safety and security features as follows:

(a) Locate windows and provide lighting in a manner that enables tenants, employees, and police to watch over pedestrian, parking, and loading areas;

(b) Locate windows and interior lighting to enable surveillance of interior activity from the public right-of-way;

(c) Locate, orient, and select exterior lighting to facilitate surveillance of on-site activities from the public right-of-way without shining into public rights-of-way or fish and wildlife habitat areas;

(d) Provide an identification system which clearly locates buildings and their entries for patrons and emergency services; and

(e) Above ground sewer or water pumping stations, pressure reading stations, water reservoirs, electrical substations, and above ground natural gas pumping stations must provide a minimum six foot tall security fence or wall

(5) *Service, Delivery, and Screening.* Industrial development must provide service, delivery, and screening features as follows:

(a) Above grade and on-grade electrical and mechanical equipment such as transformers, heat pumps and air conditioners must be screened with sight obscuring fences, walls or landscaping;

(b) Outdoor storage must be screened with a sight obscuring fence, wall, berm or dense evergreen landscaping; and

(c) Above ground pumping stations, pressure reading stations, water reservoirs; electrical substations, and above ground natural gas pumping stations must be screened with sight-obscuring fences or walls and landscaping.

(6) *Adjacent to Transit.* Industrial development adjacent to transit must comply with the following:

(a) Development on a transit street designated in TDC Chapter 11 (Figure 11-5) must provide either a transit stop pad on-site, or an on-site or public sidewalk connection to a transit stop along the subject property's frontage on the transit street; and

(b) Development abutting major transit stops as designated in TDC Chapter 11 (Figure 11-5) must:

(i) Locate any portion of a building within 20 feet of the major transit stop or provide a pedestrian plaza at the transit stop;

(ii) Provide a reasonably direct pedestrian connection between the major transit stop and a building entrance on the site;

(iii) Provide a transit passenger landing pad accessible to disabled persons;

(iv) Provide an easement or dedication for a passenger shelter as determined by the City; and

(v) Provide lighting at the major transit stop.

Section 20. TDC 73A.500 (Institutional Design Standards) is renumbered 73A.600 (Institutional Design Standards).

Section 21. TDC 73B.020 (Landscape Area Standards Minimum Areas by Use

and Zone) is amended to read as follows:

TDC 73B.020. - Landscape Area Standards Minimum Areas by Use and Zone.

The following are the minimum areas required to be landscaped for each use and zone:

Zone	Minimum Area Requirement*	Minimum Area Requirement with dedication for a fish and wildlife habitat*
(1) RL, RML, RMH, RH and RH/HR zones—Permitted Uses	None	None
(2) RL, RML, RMH, RH and RH/HR zones—Conditional Uses, except Small Lot Subdivisions	25 percent of the total area to be developed	20 percent of the total area to be developed
(3) CO, CR, CC, CG, ML and MG zones except within the Core Area Parking District—All uses	15 percent of the total area to be developed	12.5 percent of the total area to be developed
(4) CO, CR, CC, CG, <u>MUC</u> , ML and MG zones within the Core Area Parking District—All uses	10 percent of the total area to be developed	7.5 percent of the total area to be developed
(5) IN, CN, CO/MR, MC and MP zones—All uses	25 percent of the total area to be developed	22.5 percent of the total area to be developed
(6) Industrial Business Park Overlay District and MBP—must be approved through Industrial Master Plans	20 percent of the total area to be developed	Not applicable

* For properties within the Hedges Creek Wetland Protection District, which have signed the "Wetlands Mitigation Agreement," the improved or unimproved wetland buffer area may reduce the required landscaping to 12.5 percent as long as all other landscape requirements are met.

Section 22. TDC 73B.040 (Additional Minimum Landscaping Requirements for Commercial Uses) is amended to read as follows:

TDC 73B.040. - Additional Minimum Landscaping Requirements for Commercial Uses.

(1) General. In addition to requirements in TDC 73B.020, commercial uses, except those located in the Mixed-Use Commercial (MUC) zone, must comply with the following:

(a) All areas not occupied by buildings, parking spaces, driveways, drive aisles, pedestrian areas, or undisturbed natural areas must be landscaped.

(i) This standard does not apply to areas subject to the Hedges Creek Wetlands Mitigation Agreement.

(b) Minimum 5-foot-wide landscaped area must be located along all building perimeters viewable by the general public from parking lots or the public right-of-way, but the following may be used instead of the 5-foot-wide landscaped area requirement:

- (i) Pedestrian amenities such as landscaped plazas and arcades; and
- (ii) Areas developed with pavers, bricks, or other surfaces, for exclusive pedestrian use and contain pedestrian amenities, such as benches, tables with umbrellas, children's play areas, shade trees, canopies.

(c) Five-foot wide landscaped area requirement does not apply to:

- (i) Loading areas;
- (ii) Bicycle parking areas;
- (iii) Pedestrian egress/ingress locations; and
- (iv) Where the distance along a wall between two vehicle or pedestrian access openings (such as entry doors, garage doors, carports and pedestrian corridors) is less than eight feet.

(d) Development that abuts an RL or MP Zone must have landscaping approved through Architectural Review and must provide and perpetually maintain dense, evergreen landscaped buffers between allowed uses and the adjacent RL and MP zones.

(2) *Manufacturing Park (MP) —Wetland Buffer.* Wetland buffer areas up to 50 feet in width may be counted toward the required percentage of site landscaping, subject to the following:

- (a) Area counted as landscaping is limited to a maximum of two and one-half percent (of the total land area to be developed;
- (b) Area to be counted as landscape must be within the boundaries of the subject property;
- (c) No credit may be claimed for wetland buffer areas lying outside the lot lines of the subject parcel;
- (d) Where wetlands mitigation in the buffer has not yet occurred at the time of development, the developer must perform, or bear the cost of, all necessary mitigation work in the course of site development, in accordance with a Removal/Fill Permit or permits issued by the Oregon Division of State Lands and the US Army Corps of Engineers and the Unified Sewerage Agency; and
- (e) Where wetlands mitigation in the buffer has already been performed in accordance with a Removal/Fill Permit or permits issued by the Oregon Division of State Lands and the US Army Corps of Engineers, the developer must include an enhanced mitigation plan approved by the Oregon Division of State Lands and the Unified Sewerage Agency as part of the Architectural Review submittal. The developer must complete all work required by the enhanced wetland mitigation plan in conjunction with development of the site.

Section 23. TDC 73B.050 (Additional Minimum Landscaping Requirements for all uses in the Mixed Use Commercial Zone) is created to read as follows:

TDC 73B.050 – Additional Minimum Landscaping Requirements for all uses in the Mixed Use Commercial Zone.

(1) General. In addition to requirements in TDC 73B.020, all uses within the Mixed-Use Commercial (MUC) zone, must comply with the following:

(a) All areas not occupied by buildings, parking spaces, driveways, drive aisles, pedestrian areas, or undisturbed natural areas must be landscaped;

(i) This standard does not apply to areas subject to the Hedges Creek Wetlands Mitigation Agreement.

(b) A landscape area may be occupied by utilities, screening, sidewalks, bikeways; and

(c) Landscape screening provisions are superseded by the vision clearance requirements of Figure 73-2.

(2) Standards. The matrices in Tables 73B-1 and 73B-2 must be used in calculating widths of landscape buffer areas, as well as screening improvements to be installed between proposed uses and abutting uses. Landscape buffers are not required between abutting uses that are of a different type when the uses are separated by a street.

(a) Buffer. The minimum improvements within a buffer area must include landscaping and screening specified in Tables 73B-1 and 73B-2. Landscape improvements must meet the following specifications:

(i) At least one row of trees must be planted. Deciduous trees must be a minimum of two-inch caliper at four feet in height and evergreen trees must be a minimum height of five feet high at the time of planting. Spacing for trees must be as follows:

(A) Small or narrow-stature trees, under 25 feet tall or less than 16 feet wide at maturity must be spaced not more than 15 feet apart;

(B) Medium-sized trees between 25 feet to 40 feet tall and with 16 feet to 35 feet wide branching at maturity must be spaced not more than 30 feet apart;

(C) Large trees, over 40 feet tall and with more than 35 feet wide branching at maturity, must be spaced not more than 30 feet apart.

(ii) At least ten, five-gallon shrubs or 20, one-gallon shrubs must be planted for each 1,000 square feet of required buffer area;

(iii) The remaining area must be planted in lawn or other living ground cover.

(b) Screening. Where screening is specified in Tables 73B-1 and 73B-2, the following standards apply, in addition to those required for buffering:

(i) The prescribed heights of required screening must be measured from the actual adjoining level of finished grade, except that where parking, loading, storage or similar areas are located above finished grade, the height of fences, walls or landscaping required to screen such areas or space shall be measured from the level of such improvements. When the use to be screened is located downhill from the adjoining use, the prescribed heights of required fences, walls, or landscape screening must be measured from the actual grade of the adjoining property. In this case, fences and walls may exceed the permitted six foot height at the discretion of the City Manager, as a condition of approval. When steep grades make the installation of walls, fences, or landscaping to the required height impractical, a detailed landscape/screening plan must be submitted for approval.

(ii) A hedge of narrow or broad leaf evergreen shrubs must be planted which will form a four-foot high continuous screen within two years of planting; or

(iii) An earthen berm planted with narrow or broad leaf evergreen shrubs must be provided which will form a continuous screen of the height specified in Table 73B-2 within two years. The unplanted portion of the berm shall be planted in lawn or other living ground cover; or

(iv) A fence or wall of the height specified in Table 73B-2 must be constructed of materials commonly used in the construction of fences and walls such as wood, stone, rock or brick, or as determined in the Architectural Review process and provide a continuous sight obscuring screen.

(A) Walls must be a minimum of six inches thick.

(B) Fence or wall height may not exceed three feet in height in a required front yard or six feet in height in required front yards adjacent to designated arterial or collector streets.

(C) An evergreen hedge or other dense evergreen landscaping may satisfy a requirement for a sight-obscuring fence where required.

(D) An earthen berm and fence or wall combination must not exceed six-feet in height.

Table 73B-1
Required Landscape Buffer Between Uses

		<u>Proposed Improvement</u>				
		<u>Residential</u>	<u>Commercial</u>	<u>Institutional</u>	<u>Parking Lots 4-50 spaces</u>	<u>Parking Lots 50+ spaces</u>
<u>A</u>	<u>Residential</u>	-	<u>D</u>	<u>D</u>	<u>C</u>	<u>D</u>
	<u>Commercial</u>	<u>C</u>	-	<u>D</u>	-	-
	<u>Industrial</u>	<u>D</u>	<u>A</u>	<u>D</u>	-	-
	<u>Parking Lots</u>	<u>C</u>	-	-	-	-
	<u>Arterial Streets</u>	<u>A</u>	-	<u>A</u>	-	-

Table 73B-2
Required Landscaping and Screening

	<u>Options</u>	<u>Width (feet)</u>	<u>Trees (per linear feet of buffer)</u>	<u>Shrubs or Groundcover</u>	<u>Screening</u>
<u>A</u>	-	<u>10</u>	-	<u>Lawn/living groundcover</u>	-
<u>B</u>	-	<u>10</u>	<u>20 feet min/30 feet max spacing</u>	<u>Lawn/living groundcover</u>	-
<u>C</u>	<u>1</u>	<u>10</u>	<u>15 feet min/30 feet max spacing</u>	<u>Shrubs</u>	<u>4 feet hedges</u>
	<u>2</u>	<u>8</u>		<u>Shrubs</u>	<u>5 feet fence</u>
	<u>3</u>	<u>6</u>		<u>Shrubs</u>	<u>6 feet wall</u>
<u>D</u>	<u>1</u>	<u>20</u>	<u>10 feet min/20 feet max spacing</u>	<u>Shrubs</u>	<u>6 feet hedge</u>
	<u>2</u>	<u>15</u>		<u>Shrubs</u>	<u>6 feet fence</u>
	<u>3</u>	<u>10</u>		<u>Shrubs</u>	<u>6 feet wall</u>

Section 24. TDC 73B.050 (Additional Minimum Landscaping Requirements for Industrial Uses) is renumbered TDC 73B.060 (Additional Minimum Landscaping Requirements for Industrial Uses).

Section 25. DC 73B.060 (Additional Minimum Landscaping Requirements for Institutional Uses) is renumbered TDC 73B.070 (Additional Minimum Landscaping Requirements for Institutional Uses).

Section 26. TDC 73B.070 (Minimum Landscaping Standards for All Zones) is renumbered TDC 73B.080 (Minimum Landscaping Standards for All Zones).

Section 27. TDC 73B.080 (Minimum Standards Trees and Plants) is renumbered TDC 73B.090 (Minimum Standards Trees and Plants).

Section 28. TDC 73C.230 (Mixed Use Commercial Parking Lot Landscaping Requirements) is created to read as follows:

TDC 73C.230. – Mixed Use Commercial Parking Lot Landscaping Requirements.
Uses located within the Mixed Use Commercial zone must comply with the following landscaping requirements for parking lots in addition to those listed in TDC 73C.220.

(1) Screening. Additional specifications for parking and loading area screening are as follows:

(a) Landscaped parking areas must include special design features that effectively screen the parking lot areas from public right-of-way view. These design features may include the use of landscaped berms, decorative walls and raised planters; and

(b) Trees must be planted in landscaped islands in all parking areas, and must be equally distributed and on the basis of one tree for each seven parking spaces in order to provide a canopy effect.

Section 29. TDC 73C.230 (Industrial Parking Lot Landscaping Requirements) is renumbered TDC 73C.240 (Industrial Parking Lot Landscaping Requirements).

Section 30. TDC 73C.240 (Institutional Parking Lot Landscaping Requirements) is renumbered TDC 73C.250 (Institutional Parking Lot Landscaping Requirements).

Section 31. The Tualatin Community Plan Map 9-1 is amended as set forth in Exhibit 1, which is attached and incorporated by reference, to add the Mixed Use Commercial (MUC) zone.

Section 32. Findings. The Council adopts the Findings as set forth in Exhibit 2, which are attached and incorporated by reference.

Section 33. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision does not affect the validity of the remaining portions of this ordinance.

Section 34. Effective Date. As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

ADOPTED by the City Council this _____ day of June, 2020.

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: Nic Westendorf, Management Analyst II
Jeff Fuchs, Public Works Director

DATE: June 22, 2020

SUBJECT:

Consideration of Ordinance No. 1440-20 authorizing the City to enter into a Short Form Franchise Agreement with Portland General Electric (PGE).

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1440-20.

EXECUTIVE SUMMARY:

The existing franchise agreement between the City and Portland General Electric (PGE) expired December 31, 2019. The City and PGE decided not to extend the previous agreement and negotiate a new agreement.

On January 13, 2020 Council approved a six-month extension of the existing agreement to allow time for the City and PGE to negotiate the terms of the new short form franchise agreement. The extension expires June 30, 2020.

This new short-form franchise agreement is intended to supplement the Tualatin Municipal Code Section 3-6. The franchise agreement addresses sections of TMC 3-6 that would not practically work for PGE. PGE is subject to TMC 3-6 except where the franchise agreement supersedes.

In 2017 the City adopted our current right of way ordinance adding Tualatin Municipal Code (TMC) Section 3-6 Utility Facilities in the Right of Way. This code update replaced franchise agreements with right of way licenses. The intention was to have a uniform agreement for all utility providers operating in the right of way. As existing franchise agreements expire utility provider's transition to a right of way licensee and are subject to the terms in TMC 3-6.

Due to the services provided by PGE in partnership with the City, staff determined a supplemental agreement is needed to modify TMC 3-6 to reflect the unique partnership between PGE and the City. PGE is the only utility provider in the right of way that shares ownership of assets with the City and maintains a large number of city owned streetlights and poles. In December of 2019, Council directed staff to begin the conversion of City streetlights to LED using a shared ownership model with PGE. This will further the uniqueness of the relationship.

An important note on asset ownership. The ability to purchase back streetlights from PGE was not included in the short form franchise agreement. It was determined that would be better suited

for a separate agreement which specifically addresses the transfer of assets between PGE and the City.

City and PGE staff have agreed on terms of the new short-form franchise agreement (Attached as Ordinance 1440-20). The key areas in the agreement are described below.

Construction and Maintenance

The short-form agreement grants PGE a programmatic permit, allowing them to conduct routine construction and maintenance without going through the full permitting process for each project. The City and PGE share ownership of over 2,500 streetlights and 2,900 poles. The intent of the programmatic permit is to allow timely replacement and repair of streetlights. The City will still require traffic control and pedestrian access plans as needed to ensure ADA access and public safety is maintained during all work within the City.

Restoration

PGE often installs utilities in coordination with or ahead of other projects. The new agreement allows PGE to schedule the installation in coordination with the rest of the project limiting the overall cost and disruption to the project area. This will prevent tearing up of roads and right of way multiple times for one project.

Relocation

The short-form franchise agreement is more detailed on utility relocation due to the unique hazards and necessity of electric services. The intent of the agreement is to provide practical requirements for relocation for an electric utility. Some of the items include electrical utility specifics for undergrounding facilities, limiting the number of times the City can request relocation of power lines at PGE's expense to once per year per facility, and requiring temporary relocations when needed to accommodate projects.

Definition of Gross Revenue

The definition of Gross Revenue has been modified from TMC 3-6 to include revenue generated from the rental or lease of poles for small cell attachments. The new definition will generate more revenue for the City once small cell antennas are installed. The extent of the revenue increase is unknown at this time and is depending on lease agreements entered into by PGE and the other providers that are attaching to their poles.

All other PGE operations in the right of way not covered in the short form agreement are subject to TMC 3-6.

OUTCOMES OF DECISION:

Portland General Electric (PGE) continues to operate under Tualatin Municipal Code 3-6 and the terms of this short-form franchise agreement.

ALTERNATIVES TO RECOMMENDATION:

The City could decline to enter into this agreement with Portland General Electric (PGE). This would result in PGE operating under the terms and requirements of Tualatin Municipal Code 3-6. Due to the unique partnership between the City and PGE this is not recommended.

FINANCIAL IMPLICATIONS:

Approval of this short-form franchise agreement may increase the right of way revenue generated from Portland General Electric (PGE) due to the inclusion of revenue generated from small cell attachments. Since there are no current attachments in the City and rates are subject to negotiation the exact amount of this revenue increase is unknown.

ATTACHMENTS:

- Ordinance No. 1440-20

-

ORDINANCE NO. 1440-20

AN ORDINANCE GRANTING PORTLAND GENERAL ELECTRIC A FRANCHISE FOR FIVE YEARS TO ERECT, CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC LIGHT AND POWER SYSTEM WITHIN THE CITY OF TUALATIN

WHEREAS, the City adopted Tualatin Municipal Code (TMC) Chapter 3-6 (Utility Facilities in the Rights-of-Way) to permit and manage reasonable access to the City's rights-of-way for utility purposes;

WHEREAS, TMC 3-6-270 allows the City to enter into franchise agreements to clarify, enhance, expand, waive, or vary the provisions of TMC Chapter 3-6, consistent with applicable state and federal law; and

WHEREAS, the City and PGE negotiated a "short-form" franchise agreement;

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") grants Portland General Electric Company ("Utility") a non-exclusive franchise for five (5) years to erect, construct, maintain, repair, update and operate an electric light and power system within the City of Tualatin ("City"). Capitalized terms used in this Franchise that are not defined herein shall have the meanings provided in Tualatin Municipal Code ("TMC") Chapter 3-06.

Section 1. Nature and Term of Franchise.

(A) As permitted by TMC 3-6-270, the City grants to Utility and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade, and operate an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment and Utility Facilities. All requirements for Utility to obtain, maintain and renew a License under TMC Chapter 3-06 are hereby waived by City during the Term of this Franchise.

(B) This Franchise also includes the privilege to repair, maintain, upgrade and operate Utility Facilities located in City park and greenway property that are existing as of the effective date of this Franchise. Utility's right to install Utility Facilities in City park property on or after the effective date of this Franchise, and to repair, maintain, upgrade and operate such after-installed Utility Facilities, shall be subject to the City's permitting process. With respect to Utility Facilities located in City park or greenway property existing as of the effective date of this Franchise, and Utility Facilities installed in City park property on or after the effective date of this Franchise in accordance with the City permitting process, City park property shall be subject to the same terms and conditions of this Franchise, unless the provisions of this Franchise conflict with City Charter Article XI, then City Charter Article XI controls.

(C) All Utility Facilities in possession of Utility currently or during the Term (as defined in Section 2(B)) that are located within the Rights-of-Way are covered by this Franchise and the placement thereof is hereby subject to the Rights-of-Way License and this Franchise.

(D) To the extent subject matter is expressly covered under this Franchise and TMC Chapter 3-06, the provisions in this Franchise shall apply rather than the provisions set forth in TMC Chapter 3-06 (e.g., the relocation provisions in Section 5 of this Franchise apply during the Term of this Franchise and the provisions of TMC 3-6-340 shall not apply during the Term of this Franchise). TMC Chapter 3-06 shall govern all subject matter not expressly covered under this Franchise.

Section 2. Term and Effective Date.

(A) Effective Date. The effective date of this Franchise shall be thirty (30) days after the City Council passes an ordinance adopting this Franchise and both parties have executed this Franchise.

(B) Duration of Franchise. The term of this Franchise, and all rights and obligations pertaining thereto, shall be five (5) years from the effective date of the Franchise (“Term”) unless terminated earlier as provided in this Franchise. The Term shall automatically renew for an additional five (5) years after the expiration of the initial Term; unless either party provides the other party written notice, at least 180 days prior to the expiration of the initial Term, that it does not desire to renew this Franchise.

Section 3. Construction.

(A) Programmatic Permit. This Franchise grants PGE a blanket permit for all work related to Street Lighting maintenance and replacement in the Rights-of-Way performed on behalf of or in conjunction with the City. PGE will provide the City with a weekly notification spreadsheet, which itemizes all work locations for the week with associate project information. City staff may still require submission of Traffic Control Plans (including ADA compliant pedestrian accommodations), underground profiles, or any other construction related documentation deemed necessary by the City prior to work being performed by Utility in the Rights-of-Way.

(B) Construction. Subject to the NESC, Utility Facilities shall be constructed and maintained in such manner as to not interfere with sewers, water pipes, fiber, or any other property of the City, or with any other pipes, wires, conduits or facilities that may have been laid in the Rights-of-Way by or under the City’s, County’s, or State’s authority. Utility and the City shall work together during any design process affecting the Rights-of-Way to establish suitable locations for Utility’s Facilities using commercially reasonable efforts to minimize the cost impact to both parties. Assuming there is sufficient space in the Rights-of-Way, all poles shall be placed between the sidewalk and the edge of the Rights-of-Way unless the City Engineer approves another location. For any land use development in the City requiring Utility’s services, the City shall notify Utility of such pending land use development and Utility shall notify the City of Utility’s construction standards that are provided to the OPUC and NESC requirements that are applicable to the pending land use development. The City shall impose a

condition on its land use development approval, in accordance with Tualatin Development Code 74.330 and Tualatin Public Works Code Section 207.3.00, that the developer either (i) provide a sufficient location in the Rights-of-Way located in the land use development for Utility Facilities that meet the applicable construction standards and NESC requirements, or (ii) obtain an easement for Utility Facilities that meet the applicable construction standards and NESC requirements.

- (C) **Emergency Repairs.** In the event emergency repairs to Utility's Facilities are necessary, Utility shall as soon as reasonably possible notify the City of the need for such repairs. Utility may immediately initiate such emergency repairs and apply for appropriate permits the next business day or as soon as reasonably possible following discovery of the emergency. If emergency work has been completed by Utility in the Rights-of-Way and the City determines such work was not completed in a City approved location, the City shall notify Utility and provide Utility with sixty (60) days after the emergency passed to reperform the work in a City approved location in the Rights-of-Way.

Section 4. Excavation/Restoration. PGE shall not be required, at its expense, to pave a gravel street that was gravel prior to the excavation, nor install sidewalk panels or curbs that did not exist prior to the excavation. In the event that PGE's work is coordinated with other construction work in the Rights-of-Way, the City Engineer may excuse Utility from restoring the surface of the Rights-of-Way, provided that as part of the coordinated work, the Rights-of-Way is restored to City standards as defined in Public Works Construction Code. If a customer of Utility is required to make excavations that are located in the Rights-of-Way pursuant to Utility's tariff on file with the OPUC, the City agrees that Utility shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, or ordinances of the City and/or with City standards.

Section 5. Relocation.

(A) Permanent Relocation Required by City and Commission Projects. This subsection (A) covers permanent relocation of overhead Utility Facilities that will remain overhead, and underground Utility Facilities that will remain underground. When it is necessary or convenient in the interest of the public for a City or a Tualatin Development Commission project, the City has the right to require Utility to change the location of Utility Facilities located in the Rights-of-Way, and unless otherwise agreed Utility shall pay the expenses of the relocation. However, when the City requests a subsequent relocation of all or part of the same Utility Facilities less than one (1) year after the initial relocation that is necessary or convenient for a public project, and not at the request of or to accommodate a third party, the subsequent relocation shall be at the expense of the City. The City will not be responsible for relocation costs if either of the following is true: (1) the project or improvement necessitating the change in location will not be owned by the City or Commission; or (2) the majority of the funding for the project or improvement does not come from the City, state or federal government sources. If Utility fails to remove or relocate such Utility Facilities within ninety (90) days after the date established by the City, which, except in the event of a public emergency,

shall not occur sooner than ninety (90) days after the City provides written notice to remove/relocate to Utility, the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations and Utility's construction standards as provided to the OPUC, and Utility shall pay that expense.

In the event a public project is delayed and could result in damages to the City, City agrees to use its best efforts to convene a meeting with all parties who potentially could have caused the delay to discuss who is responsible for the delay. City shall provide notice to Utility of anticipated damages as a result of a public project delay as soon as reasonably practicable after City has received notice of such anticipated damages. Unless otherwise agreed to by the parties, Utility will not be liable for any delay damages before the delayed public project is completed. The City shall use commercially reasonable efforts to mitigate any damages it may incur as a result of a delay in the completion of a public project. If the City incurs delay damages as a result of Utility's negligence or willful misconduct, as determined by the City, Utility and City agree to negotiate a mutually agreeable settlement with the City. In the event a settlement is not reached between the City and Utility within ninety (90) days after the completion of the delayed public project, City may pursue any other remedies at law or equity available to City.

(B) Notice. The City will provide as much notice prior to requiring Utility to relocate Utility Facilities as is reasonably practical. The notice shall specify the date by which the existing Utility Facilities must be removed or relocated. Nothing in this provision shall prevent the City and Utility from agreeing, either before or after notice is provided, to another schedule for relocation. The City and Utility agree to cooperate in the design phase to minimize the economic impact of such relocation on Utility and the City.

(C) Permanent Relocation- Undergrounding. This subsection (C) applies to conversions of Utility Facilities from overhead to underground regardless of whether or not such conversion is made in conjunction with a public project. As permitted by, and in accordance with City Ordinance and any applicable law, administrative rule, or regulation, the City may require Utility to convert any overhead Utility Facilities to underground Utility Facilities at the same or different locations, subject to the NESC and Utility's engineering and safety standards. This subsection does not apply to Utility Facilities used for or in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other aboveground equipment. In the event aboveground equipment must be relocated as part of the conversion of overhead Utility Facilities, Utility agrees to provide City an opportunity to comment on the location and aesthetic design of such aboveground equipment. Such relocation shall be consistent with applicable long-term development plans or projects of the City or Commission, or as approved by the City. Utility shall pay the expense of such conversion, and Utility may recover its costs from its customers in accordance with state law, administrative rule, or regulation. The City agrees to provide a suitable location in the Rights-of-Way, as mutually agreed, that meets Utility's construction standards as provided to the OPUC and NESC requirements and if sufficient space is not available in the Rights-of-Way, then the City will obtain sufficient easements from private property owners to accommodate Utility Facilities in order to maintain service

and permit upgrades of Utility Facilities. Nothing in this subsection prevents the City and Utility from agreeing to a different form of cost recovery consistent with applicable statutes, administrative rules, or regulations on a case-by-case basis.

Within sixty (60) days, or as mutually agreed upon by the Utility and the City, the Utility shall remove the overhead facilities that have been replaced by underground facilities.

(D) Temporary Relocation at Request of City. This subsection (D) covers temporary relocation of overhead Utility Facilities that will remain overhead, as well as underground Utility Facilities that will remain underground. The City may require Utility to temporarily remove and relocate Utility Facilities by giving sixty (60) days notice to Utility. Prior to such relocation, the City agrees to provide a suitable location in the Rights-of-Way, as mutually agreed, that meets the Utility's construction standards as provided to the OPUC and NESC requirements, or a temporary construction easement that meets the Utility's construction standards as provided to the OPUC and NESC requirements, and that allows Utility to place Utility Facilities on the easement, in order to maintain sufficient service and permit upgrades to Utility Facilities until such time as the Utility moves such Utility Facilities to their permanent location. The City will assist in acquiring easements from private property owners if sufficient square footage is not available in the Rights-of-Way or the City has not obtained construction easements for the public project necessitating the temporary relocation of Utility Facilities. The cost of temporary removal or relocation of Utility Facilities that is necessary or convenient for public projects, as well as the cost of replacing Utility Facilities in their permanent location, shall be paid by Utility. However, when the City requests a subsequent relocation of all or part of the same Utility Facilities less than one (1) year after the initial relocation, that is necessary or convenient for a public project and not at the request of or to accommodate a third party request, the subsequent relocation shall be at the expense of the City.

(E) Permanent Relocation at Request of Third Party. If a relocation is requested by or is to accommodate a third party, Utility shall seek reimbursement from the third party and not from the City. Such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City; however, if relocation of Utility Facilities is caused or required by conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsections (A), (C) or (D) of this Section 5. The City and Utility agree to cooperate to minimize the economic impact of such relocation on each party.

(F) Temporary Relocation at Request of Third Parties. Whenever it is necessary to temporarily relocate or rearrange a Utility Facility in order to permit the passage of a building, machinery or other object, Utility shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall:

- (1) demonstrate that the third party has acquired at its expense all necessary permits from the City;
- (2) detail the route of movement of the building, machinery, or other object;
- (3) provide that the person requesting the temporary relocation is responsible for Utility's costs;
- (4) provide that the requestor shall indemnify and hold harmless the City and Utility from all damages or claims resulting either from moving the building,

machinery or other object or from the temporary relocation of Utility Facilities;
and

(5) be accompanied by a cash deposit or other security acceptable to Utility for the costs of relocation.

Utility in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Utility to cover Utility's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805.

Section 6. Use of Utility Facilities. City shall maintain attachment agreements and permits to string wires on Utility's poles or run wires in Utility's trenches and/or conduit for municipal purposes and to attach fire and police alarm and communication equipment to Utility's poles, provided that such wires and equipment: (a) do not unreasonably interfere with Utility's operations; (b) conform to the NESC; and (c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Utility shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible for paying for any make-ready and inspections Utility must perform in order to provide access to Utility Facilities for City wires and equipment in accordance with the NESC. If any of the City's attachments to Utility Facilities violate the NESC, the City shall work with Utility to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Utility harmless from loss or damage resulting from the presence of City's wires and equipment on or in Utility Facilities. For purposes of this Franchise, "make-ready" means engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

Section 7. Payment for use of Rights-of-Way

(A) Use of Rights-of-Way. In consideration for its use of the Rights-of-Way in accordance with the terms of this Franchise, Utility agrees to pay the City an amount equal to 3 ½ percent of the Gross Revenue as defined below. To the extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Utility and shall not be itemized or billed separately to consumers within the City.

(B) Definition of Gross Revenue. "Gross Revenues" shall include all revenues derived by Utility within the City from Utility providing Utility Service, and includes, but is not limited to, the sale and use of electricity and electric service, and the use, rental or lease of Utility Facilities, after adjustment for the net write-off of uncollectibles. "Gross Revenues" do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, any amounts collected from Utility customers that are subsequently passed through to one or more third party entities pursuant to law or a tariff or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate customer. "Gross Revenue" also does not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Utility from other franchisees, permittees, or licensees of the

City for the right to attach wires or cable to Utility's poles or places them in Utility's conduits. For purposes of this Franchise, revenue from joint pole use does not include rental or other similar revenue collected by Utility from other franchises, permittees, or licensees of the City for the right to pole attachments for small cell wireless antennas and distributed antenna systems (DAS).

(C) Privilege Tax. As permitted by Oregon law, the City retains the right, to charge a privilege tax based on a percentage of the Gross Revenue earned from Utility's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Utility at least ninety (90) days notice prior to such privilege tax becoming effective. Utility shall follow state regulations regarding inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City. In no event shall any amounts of privilege tax collected from Utility customers in accordance with state regulation be treated or otherwise considered Gross Revenue for purposes of this Franchise.

(D) Remittance of Annual Payment. Utility shall remit the annual 3 ½% franchise fee payment, as well as payment of any additional privilege tax, to the Finance Director on or before the first (1st) day of April of each year. The payment for each year shall be based on the Gross Revenue collected by Utility during the previous calendar year from Utility's customers and shall be paid on an annual basis. Payment shall be made in immediately available federal funds. With its annual payment, Utility shall provide the City a statement under oath showing the Gross Revenue for the preceding year.

(E) Late Payments. Interest on late payments shall accrue from the due date based on PGE's cost of debt as approved by the OPUC plus 100 basis points (1%) as of the due date, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency.

Section 8. Supplying Maps and Records. Upon providing Utility with five (5) business days' prior notice, the City has the right to inspect, at any time during normal business hours, all non-propriety or otherwise highly confidential books, records, maps, plans, tax returns, financial statements, service complaint logs, performance test results, record of requests for service and other like materials, in read-only format that relate to Utility's operation of Utility Service in the Rights-of-Way. Upon request of the City and without charge, Utility shall furnish current maps to the City by electronic data in read-only format showing the general location of Utility Facilities, excluding Utility proprietary information. Unless required by law, the City will not sell or provide Utility prepared maps or data to third parties without written permission from Utility. Upon request of Utility, the City will make available to Utility any relevant City prepared maps or data at no charge to Utility.

Section 9. Financial Assurance. City shall not require PGE to provide a performance bond or other form of surety or financial security unless PGE has demonstrated a pattern of failing to correct material violations of applicable provisions of TMC Chapter 3-06. For purposes of this Section 9, a "pattern" shall consist of three (3) or more

incidents of PGE's failure to correct material violations within the Term after notice from the City and a reasonable opportunity to cure such violations.

Section 10. Termination. City may terminate this Franchise under the same terms as provided in TMC 3-6-265 for termination of a License. Such termination shall not affect PGE's right to provide electric service in the City, which shall be determined in accordance with Oregon statutes and regulations.

Section 11. Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) by email to the contacts listed below, 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, or to such other address as the receiving party hereafter shall specify in writing:

**If to the City: City Manager
City of Tualatin, Oregon
18880 SW Martinazzi
Tualatin, Oregon 97062
FAX # (503) 692-5421**

**With a copy to: City Attorney
City of Tualatin, Oregon
18880 SW Martinazzi
Tualatin, OR 97062**

**With a copy to: Right of Way Manager
City of Tualatin, Oregon
18880 SW Martinazzi
Tualatin, OR 97062**

**If to the Grantee: Regional Manager
Portland General Electric Company
2213 SW 153rd Drive
Beaverton, Oregon 97006
FAX: (503) 672-5595**

**With a copy to: Portland General Electric Company
Attn: General Counsel
One World Trade Center, 17th Floor
121 SW Salmon Street
Portland, Oregon 97204
FAX: (503) 464-2200
Portland General Electric,**

**Attn: Local Government Affairs
One World Trade Center, 3rd Floor
121 SW Salmon Street
Portland, Oregon 97204**

**Portland General Electric, Beaverton Line Center
Attn: Manager of Line Design and Crew Coordination
2213 S.W. 153rd Dr.
Beaverton, OR 97006**

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after deposition in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

The parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF TUALATIN

BY: _____
NAME: Brad Jenkins
TITLE: Vice President, Utility Operations
DATE:

BY: _____
NAME: Frank Bubenik
TITLE: Mayor
DATE:

BY: _____
NAME: Sherilyn Lombos
TITLE: City Manager
DATE:

INTRODUCED AND ADOPTED by the City Council this 22nd day of June, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



City of Tualatin

Portland General
Electric (PGE)
Short-Form
Franchise
Agreement

City Council General Business

June 22, 2019



CITY OF

TUALATIN OREGON

Overview



How we got here

Why a Short-Form Franchise Agreement

Overview of agreement

Recommendation

Discussion



How we got here

City passed current Right of Way (ROW) Ordinance in 2017

Moved from Franchise Agreements to

PGE Franchise expired at the end of 2019

PGE requested Short-Form Franchise Agreement to supplement ROW Ordinance for flexibility

Council approved 6 month extension to June 2020





City of Tualatin

Why a Short-Form Franchise Agreement?

The City and PGE have a strong partnership

Shared streetlight ownership

PGE maintain our lights

**Hybrid LED approach – increased shared
ownership and maintenance**

**The municipal code allows supplemental
agreements to meet
needs of individual utilities**

PGE requested Short-Form Agreement to





Short-Form Franchise

~~Agreement~~

Focused on partnership and responsiveness

The Short-Form Agreement supplements

Tualatin Municipal Code (TMC)

TMC applied except where Short-Form

Agreement conflicts

Agreement provides practical approach unique

to PGE partnership and services

Short-Form Franchise Agreement



City of Tualatin

Created Programmatic permit to expedite work in Tualatin

Allows PGE to work in ROW without permit for each occurrence

Americans w/ Disabilities Act and tra plans still required as needed

High volume of maintenance activity

Shared ownership of streetlights





Agreement overview ~~continued~~

Gross Revenue

Staying the same *except* now includes revenue from pole attachment leases – small cell

A green rectangular sign with the words "Gross Revenue" written in large, bold, black, hand-drawn style letters.



Recommendation

Staff recommend approval of Ordinance 1440-20 authorizing the City to enter into a short-form franchise agreement with PGE



Discussion

Questions, comments, concerns?

