



TUALATIN CITY COUNCIL MEETING

MONDAY, NOVEMBER 14, 2022

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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, November 14. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

Work Session

- 1. 5:30 p.m. (60 min) – TriMet's Forward Together Service Concept.** TriMet has embarked on *Forward Together*, a comprehensive service analysis to respond to dramatic shifts in ridership and travel demand that have occurred since the beginning of the COVID-19 pandemic. Representatives of TriMet will provide an update on the draft service concept and discuss how the proposed changes impact Tualatin.
 - 2. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications, and Roundtable.** Council will review the agenda for the November 14 City Council meeting and brief the Council on issues of mutual interest.
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7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Public Health Announcement
2. New Employee Introduction- Police Services Technician Lindsay Nations
3. Employee Promotion- Police Captain Jeremy Rankin
4. Proclamation Declaring November 26, 2022 as Small Business Saturday

Public Comment

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

Consent Agenda

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda.

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of October 10 and 24, 2022
2. Consideration of **Resolution No. 5651-22** Authorizing the City Manager to Execute an Encroachment Agreement for the Private Encroachment of a City Public Utility Easement on 19551 SW 56th Court
3. Consideration of **Resolution No. 5656-22** Authorizing the City Manager to Execute a Professional Services Agreement with Northwest Geotechnical Consultants, Inc. for Materials Testing and Inspection Services for the City's Capital Projects and for Private Development
4. Consideration of **Resolution No. 5657-22** Authorizing the City Manager to Execute Deeds Granting an Easement to PGE for Utilities Associated with the EV Charging Infrastructure at the Tualatin City Services Site at 10699 SW Herman Road
5. Consideration of Approval of a Change in Liquor License Application for Baja Fresh
6. Consideration of Approval of a New Liquor License Application for Fiasco Enterprises

Public Hearings - Legislative or Other

1. Consideration of **Ordinance No. 1471-22** Making Certain Determinations and Findings Relating to and Approving the Core Opportunity and Reinvestment Area Plan and Directing the Notice of Approval to be Published

Public Hearings - Quasi-Judicial

1. Consideration of **Ordinance No. 1470-22** Vacating a Portion of the Right-of-Way Located at the East Terminus of Myslony Street and Authorizing the City Manager to Take Any and All Actions Necessary to Implement the Ordinance

Special Reports

1. Quarterly Financial Report - 1st Quarter of FY 2022/2023

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. Republic Services Request to Consider a Rate Adjustment and Two Additional Solid Waste and Recycling Programs

Items Removed from Consent Agenda

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

Council Communications

Adjournment

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at www.tualatinoregon.gov/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: Cody Field, Management Analyst II
DATE: November 14, 2022

SUBJECT:
TriMet Forward Together Presentation

EXECUTIVE SUMMARY:

TriMet has embarked on *Forward Together*, a comprehensive service analysis to respond to dramatic shifts in ridership and travel demand that have occurred since the beginning of the COVID-19 pandemic. TriMet has seen a significant drop in ridership as well as a change in the places riders are travelling to. Rush hour commuting is a much smaller share of TriMet's ridership than it was pre-pandemic.

Forward Together aims at taking a "fresh look" at the transit network and planning for the future by thinking about three key changes that have affected TriMet and the communities it serves:

- Changes in goals and priorities
- Changes in need and demand
- Changes in financial resources

TriMet released a draft Service Concept on September 28th, 2022, in addition to the existing conditions report and technical report, both of which were released in spring of 2022:

- [Draft Service Concept – Summary by Area](#)
- [Transit Existing Conditions Executive Summary](#)
- [Transit Existing Conditions Report](#)
- [Trends and Transit and Mobility Report](#)

Kate Lyman, Service Planning and Development Manager, will provide an update on the draft service concept and will discuss how the proposed changes impact Tualatin. This is an opportunity for Council to ask questions and provide feedback on TriMet's draft service concept.

ATTACHMENTS:

- TriMet Presentation



November, 2022

Service Concept Overview



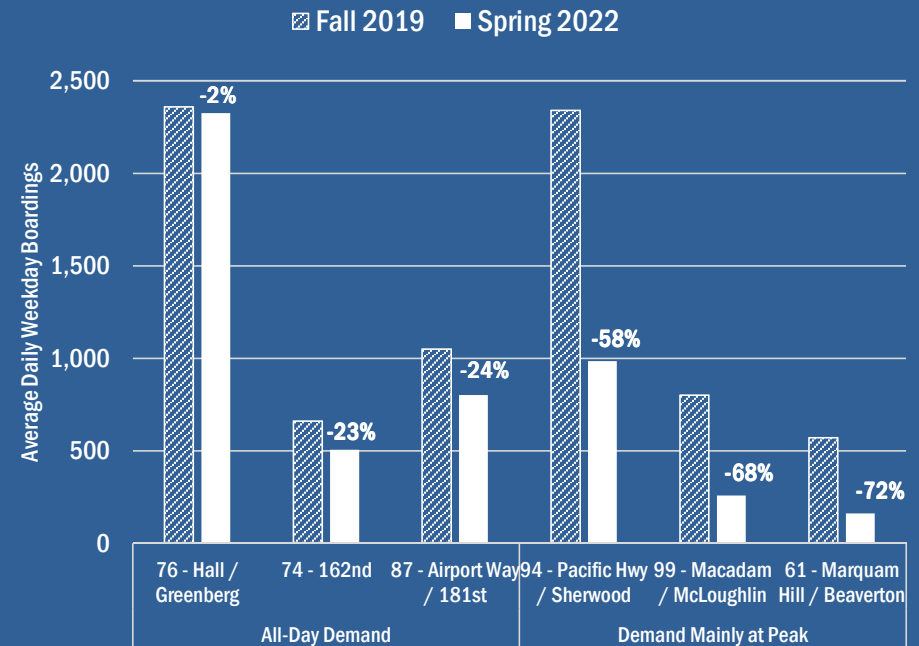
- TriMet's new post-pandemic service concept.
- Network changes that respond to:
 - Changes in demand.
 - Changes in goals and expectations.
 - Changes in resources available to operate bus service.

The COVID-19 pandemic has changed the way people travel, so we're evaluating our plans to move forward together.

Changes in Demand

- Since 2020, the pattern of ridership on TriMet's services has changed.
- Peak commute ridership, driven by more affluent workers, has declined the most and stayed low.
- Ridership in other places has fallen less, and recovered faster
 - Commercial and educational destinations,
 - Retail/industrial/service job centers
 - Areas high on TriMet's equity index.

Change in Ridership 2019 - 2022



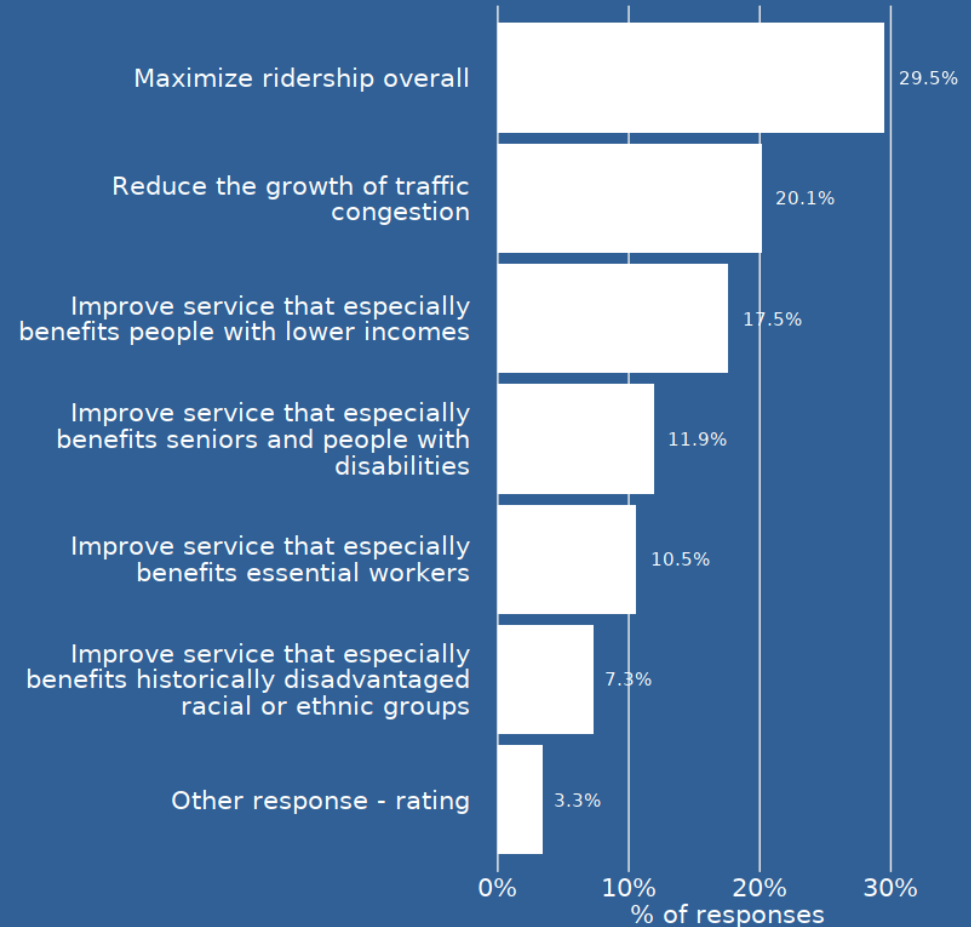
Want to learn more about how TriMet's network and ridership has changed since 2020?

Read the Transit Existing Conditions report, available at trimet.org/forward/.

Changes in Goals

- In spring 2022, TriMet engaged in a public outreach effort intended to guide its service recovery planning.
- This survey focused on asking about what TriMet's priorities should be as it restores service. Over 5,500 people responded.
- The three most popular responses:
 - Restore ridership.
 - Reduce congestion.
 - Improve services for lower-income people.

Forward Together Survey
Top Service Restoration Priority



Changes in Financial Resources

- TriMet has the resources to restore and expand service. But the staffing shortage means that we can't deploy all those resources today.
- How quickly this happens will depend on TriMet's success recruiting and retaining operators.
- Eventually we anticipate being able to increase TriMet's overall service level by:
 - +38%, compared to existing levels.
 - Over +10% compared to 2019 levels.



Access to Opportunity

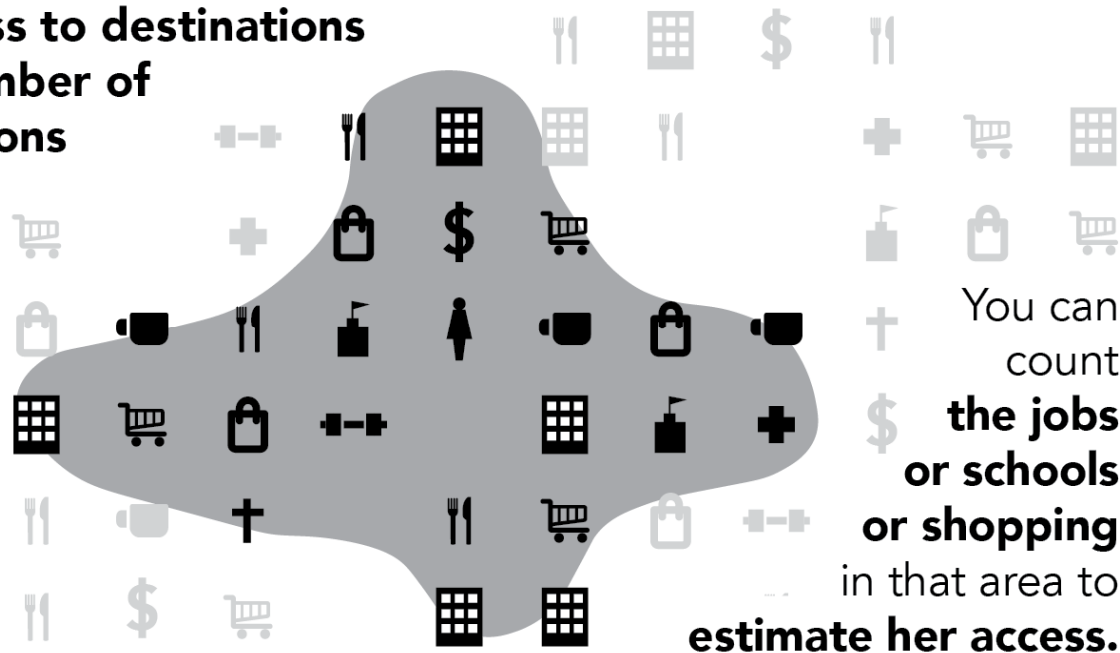
Here is a person.



JARRETT
WALKER
+ ASSOCIATES

Access to Opportunity

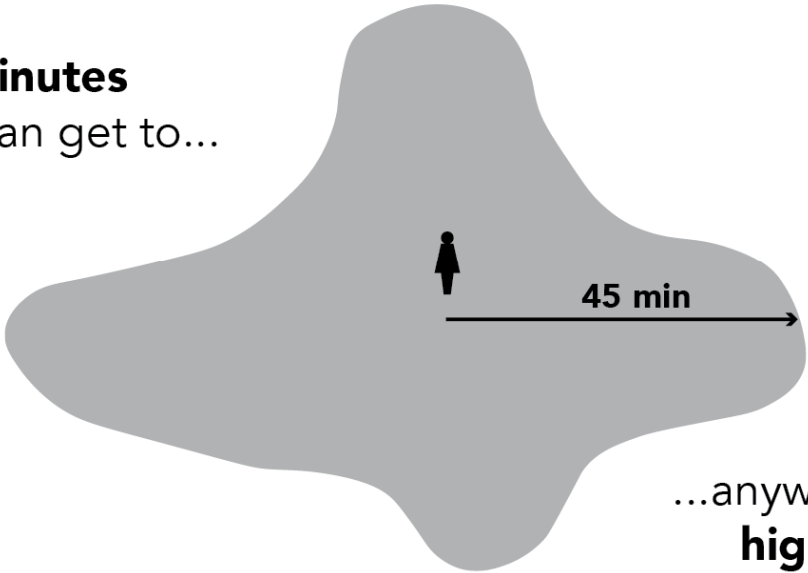
Her **access to destinations** is the **number of destinations in that area.**



You can count **the jobs or schools or shopping** in that area to **estimate her access.**

Access to Opportunity

In **45 minutes**
she can get to...



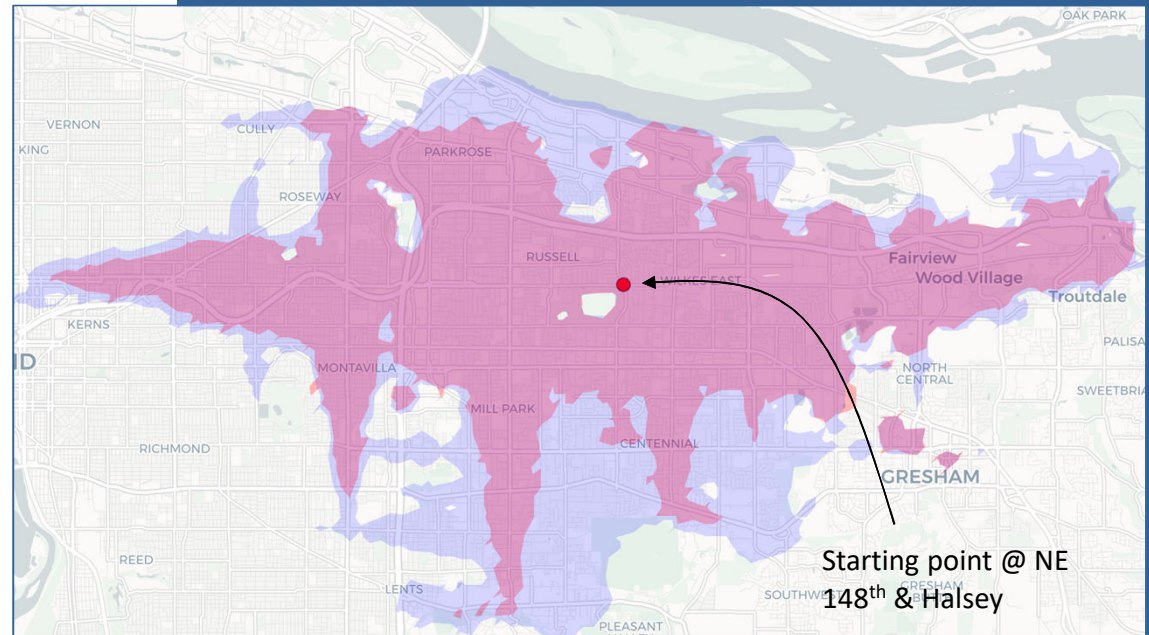
JARRETT
WALKER
+ ASSOCIATES

...anywhere in the
highlighted area.

A more useful network

- The median number of jobs reachable by service area residents in **45 minutes** would increase by over **45%**.
- Over **80%** of service area residents would see some improvement in access to jobs.
- Access to other important destinations increases as well:
 - e.g. +4 more grocery stores reachable in 45 minutes by median resident

Where could I reach in 45 minutes from NE 148th & Halsey using transit?



Purple = reachable with Existing Network
Blue = newly within reach with Forward Together.

This is a network concept.

- It is not yet a proposal.
- Its purpose is to start a conversation.

We're saying:

- Based on the values and goals that the community expressed in the survey, the network would look something like this.
- Do we have the balance of goals right?
- And are there other good ideas for improving the design?

Focus on equity

The concept addresses gaps in the network and prioritizes Frequent Service in areas with more

- lower-income people.
- people of color.
- retail, service and industrial workers.

+35%

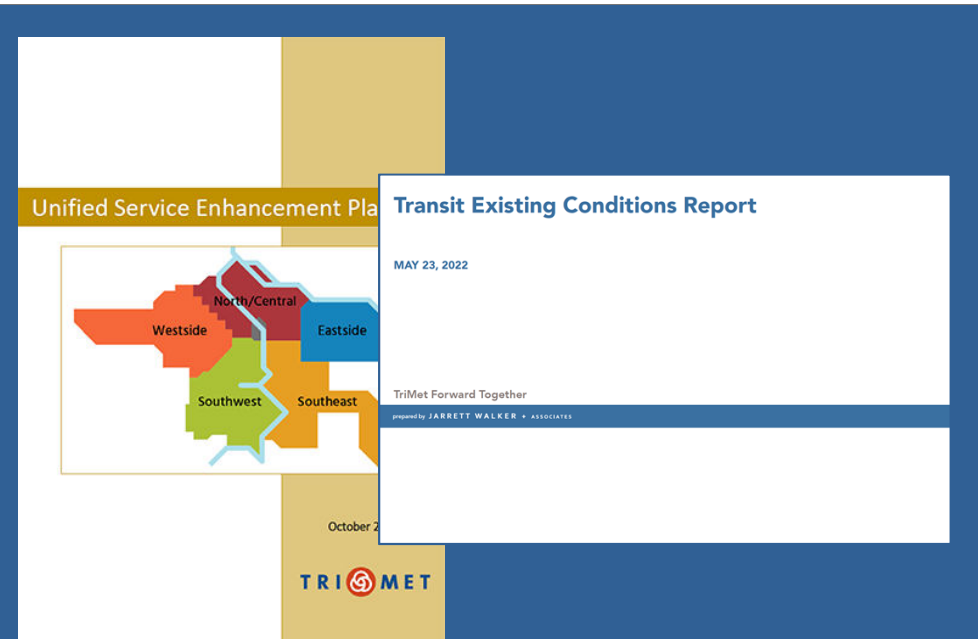
Median number of jobs reachable by a person living in any of TriMet's Equity Areas

+50% for residents of the Equity Areas outside of the Central City

+50k more lower-income residents and +33k more people of color would be near Frequent Service than today.

What's in the service concept?

- An expanded Frequent Network.
- Extending the grid to new areas.
- More local services running every 30 minutes.
- Expanded weekend service.
- New lines serving areas that are far from transit today.
- Reduced service to some low-demand, mostly higher-income areas.



Where did these ideas come from?

Many of the ideas come from the TriMet's Service Enhancement Plans (2011-2016).

The Forward Together "Transit Existing Conditions Report" added more recent data and insights.

Municipal staffs helped us with an earlier draft.

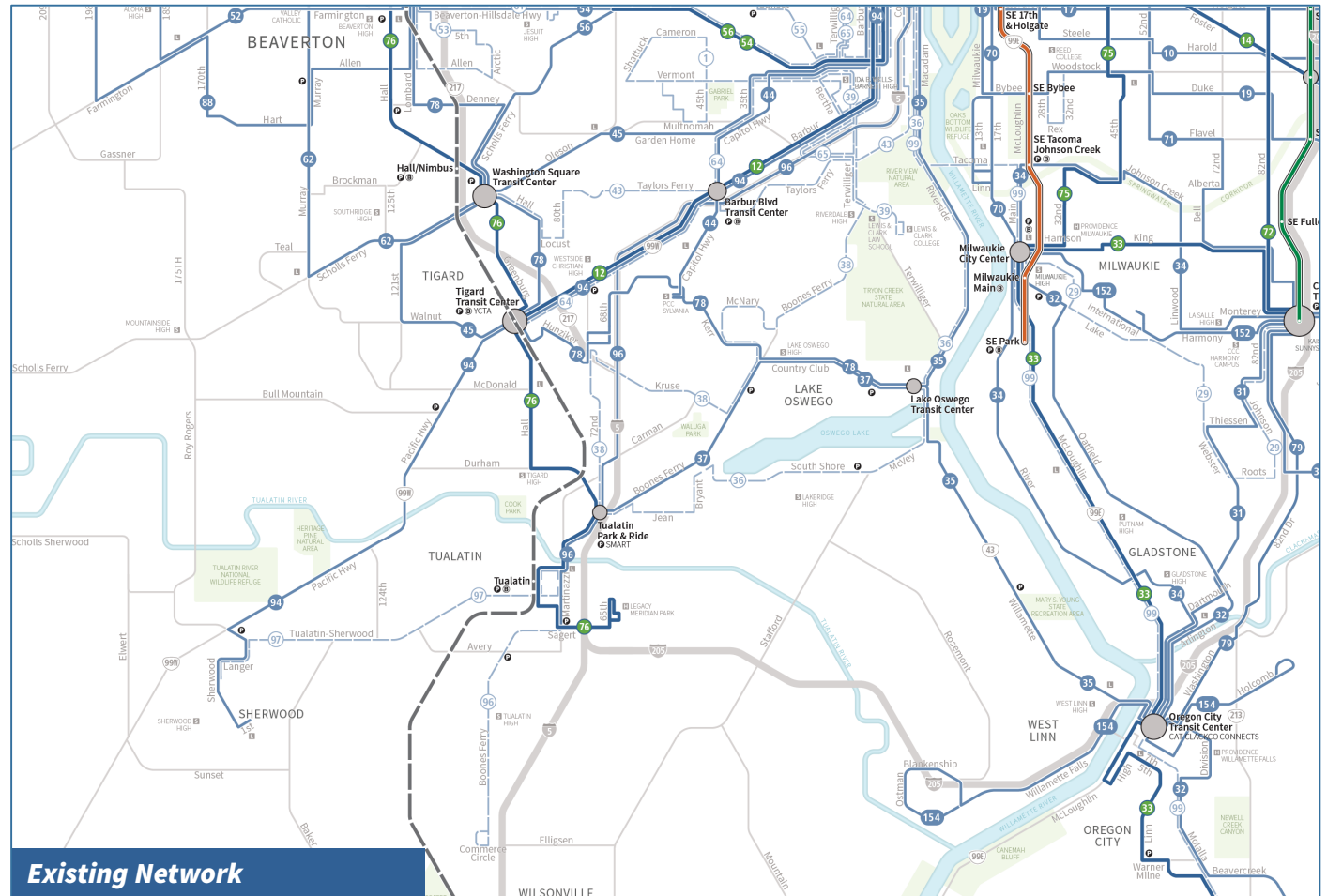
Southwest

Key connections

- Peak only services replaced by all-day.
 - Hillsdale-OHSU
 - Boones Ferry
 - Tualatin to Sherwood
- Better access to 72nd Ave jobs.
- Access to PCC Sylvania from Tualatin
- New Wash. Co. – Oregon City service.

New Frequent Service in this area:

- Line 35 – Macadam
- Line 54 – Beaverton Hwy to Beaverton



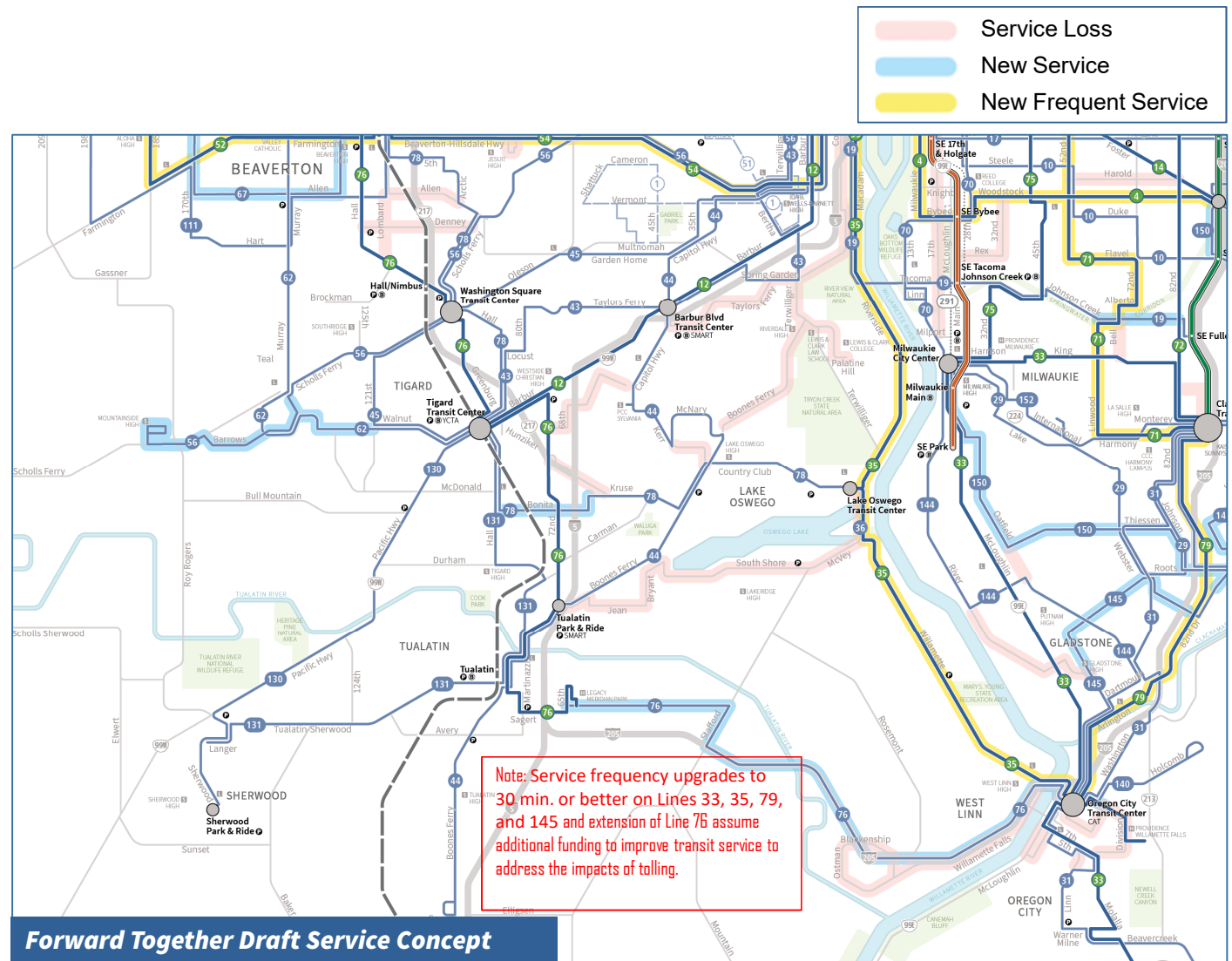
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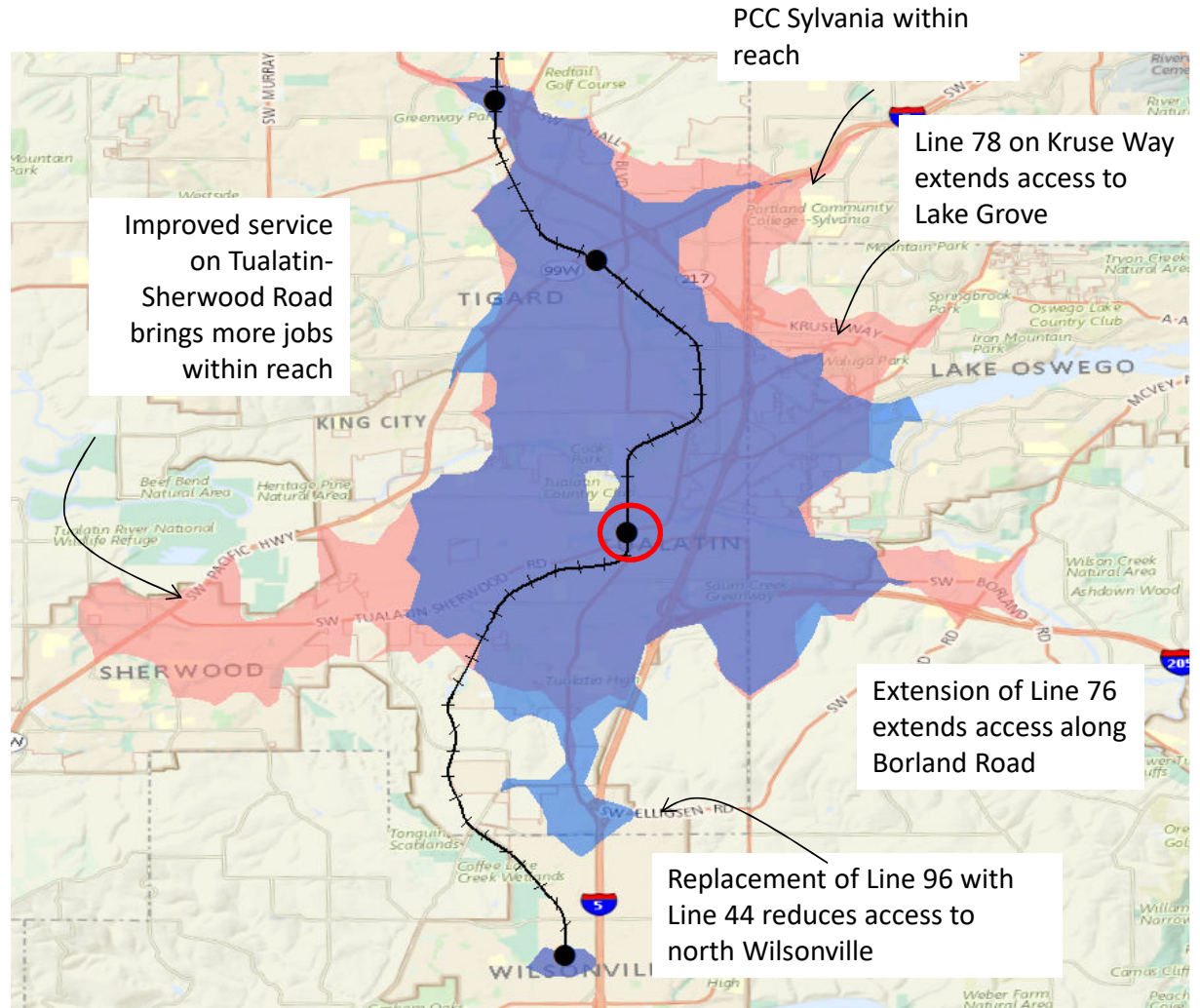


Specific Tualatin Line Concepts

- Line 76:
 - North of Bridgeport, move to 72nd Ave to serve Tigard Triangle
 - Extend to Oregon City via Borland Road/I-205
- Line 94: replaced with new line “130”, serves Sherwood-Tigard with 20 minute all day service
- New Line 44 service on Boones Ferry; Line 96 discontinued
 - Provides new connection from PCC Sylvania to Tualatin
 - Provides connection into downtown Portland
- Line 97: replaced with new line “131”, hourly all-day service
 - Extends to Tigard

Where could I travel in 45 minutes from Tualatin WES Station?

- Reachable with Existing Network
- Newly reachable with Forward Together Concept



Summary

**+38% more
resources.**

**+45% more
jobs
reachable by
the median
resident.**

**+50% more
people and
jobs near
Frequent
Service.**

**+50,000
more
residents
near service.**

**New routes
serving new
areas in all 3
counties.**

**+100,000
people near
service
running on
the weekend.**

Next Steps

- This is not a proposal. It's a draft concept to start the conversation.
- Refined full network presented at the December 14 TriMet Board Meeting.
- First changes in 2023, subject to an additional round of outreach and Board review. Visit trimet.org/forward

Discussion



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Jonathan Taylor, Economic Development Manager
Anneleah Jaxen , CEO Tualatin Chamber of Commerce

DATE: November 14, 2022

SUBJECT:
Small Business Saturday Proclamation

RECOMMENDATION:
Review and accept proclamation designating November 26, 2022 as Small Business Saturday in the City of Tualatin.

EXECUTIVE SUMMARY:
Proclaiming the Saturday after Thanksgiving as Small Businesses Saturday is an annual tradition in the City of Tualatin that provides a platform to show support for our small business community, the entrepreneurial efforts of our residents, and honor the large workforce they employ. It also further demonstrates to our community that the City of Tualatin strongly supports our small businesses as they continue to navigate the economic challenges of the COVID-19 Pandemic.

ATTACHMENTS:

- Proclamation

Proclamation

Declaring November 26, 2022 as Small Business Saturday

WHEREAS, the City of Tualatin, Oregon, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there were 31.7 million small businesses in the United States, representing 99.9 percent of all firms with paid employees, and are responsible for 65.1 percent of net new jobs created from 2000 to 2019; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, the City of Tualatin also recognizes the impacts the COVID-19 Pandemic has had on our small businesses and those they employ, and dedicated \$1.2 million to our local economic recovery efforts in 2020 and 2021, and

WHEREAS, consumers have also continued to support locally owned businesses during COVID-19; with 86% of Americans spending almost \$100 a week at local businesses – a 16% increase before the crisis with a record of \$19.8 billion in 2020, and

WHEREAS, Tualatin, Oregon strongly supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE BE IT RESOLVED, that the City of Tualatin does hereby proclaim November 26, 2022 as Small Business Saturday and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

INTRODUCED AND ADOPTED this 14th day of November, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: November 14, 2022

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of October 10 and 24, 2022.

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of October 11, 2022
- City Council Regular Meeting Minutes of October 11, 2022
- City Council Work Session Meeting Minutes of October 24, 2022
- City Council Regular Meeting Minutes of October 24, 2022



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR OCTOBER 10, 2022

Present: Mayor Frank Bubenik (virtual), Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier, Councilor Christen Sacco

Council President Grimes called the meeting to order at 5:33 p.m.

1. Tualatin's Transportation System Plan Update

Management Analyst Cody Field provided a brief background on Transportation System Plan (TSP), a 20 year master plan for the city's transportation network (vehicles, pedestrians, bike, freight, and transit). He stated it establishes the long-range vision and transportation goals, noting it was last updated in 2014. Analyst Fields stated these plans are usually update every 7-10 years to help identify and refine additional project needs and funding sources. He stated updating the plan also allows the city to connect with the community to ensure future efforts reflect the right priorities. Analyst Fields stated the current need for updating is to align the plan with the Climate Friendly and Equitable Community Rules (CFEC) adopted by the state rules as they will influence future TSP updates. He stated DLCD has committed to working collaboratively with local jurisdictions on these updates.

Assistant Director Steve Koper stated previously the TSP was designed to ensure our roads would be adequate to meet the needs for 20-year projected volumes of traffic. He stated CFEC changed some of those rules and it now needs to be designed to ensure it can deduce vehicle miles traveled (VMT) per capital (miles per person) over the 20-year planning period. Director Koper stated there is a lot of employment in our city that passes through traffic in relationship to I-5, which gives us a unique position relative to other cities. He stated it will be best for the City to work with DLCD and partners to find a solution to our traffic issues.

Councilor Brooks asked how these updates help to inform the Climate Action Plan. Director Koper stated staff is meeting with the Climate Action team as it is a natural action flowing out of that plan. He states staff seems the Climate Action Plan also flowing into the comprehensive plan amendments providing guiding policy on how to update the TSP.

Councilor Books asked about carbon mitigation swaps allowing the city to create offsets in the Transportation Planning. Director Koper stated there are factors in how measuring greenhouse gases are done and it makes sense to consider them in the communication phase of planning. He also mentioned that DLCD has committed to helping and considering out-of-the-box solutions toward the goals of meeting the Governor's Executive Order.

Councilor Pratt asked if the timeframe will match since there are so many undefined objectives in CFEC. Director Koper stated they will and that staff has met with region partners on the timing of these updates and everyone agreed these should move forward.

City Engineer Mike McCarthy stated the ideas mentioned are things that will be considered in the TSP update. He stated rules are always changing; and no matter what time we choose to update the TSP, there will always be some key rule, order, or legislation that is being done.

Councilor Brooks asked if money available from County and Federal sources will be utilized towards this work. Analyst Field stated the city has not pursued funding as ODOT is working on getting funding down to local jurisdictions. Engineer McCarthy explained that IJJA is intended for large road infrastructure projects and he would recommend funding locally so the plan can match the City's vision. Councilor Brooks asked why IJJA wouldn't be a good option. City Manager Lombos stated it typically increases project costs significantly because it required the City to do a National Environmental Policy Act (NEPA) study on a local project. Councilor Brooks stated she would still like to explore all of the funding abilities even if NEPA is involved since some cities are getting a second round of funding.

Analyst Field shared next steps and a preliminary timeline for the TSP update project. He stated at the end of October/early November they will issue a RFP seeking a consultant to manage the process and by Summer 2023 be working on plan project refinement with Council and Advisory Committees.

Council President Grimes asked if there was a possibility to work with the same consultant as last time. Analyst Field responded it is a possibility but the city still has to go through the RFP process.

Councilor Pratt asked who chooses the consultants. Engineer McCarthy explained the RFP process does.

Council President Grimes asked about how to reduce vehicle miles traveled per resident and if the mandate which came down requires any work with TriMet or public transportation plan that helped to reach that goal. Engineer McCarthy suggested looking at vision planning by adopting the TSP to have more weight before reaching out to request better transit service in our area.

Councilor Brooks asked if there is a possibility to link both the comprehensive plan and TSP more concretely. Director Koper stated they are integrated within each other already.

Council consensus was reached to proceed with the RFP process to find a consultant for this project.

2. Allocation of Funds to Outside Agencies.

Deputy City Manager Megan George stated the Council allocated \$40,000 for Outside Agency Grants this year. She stated the city received 16 applications with requests totaling approximately \$124,170.

The Council deliberated and allocated funding for selected recipients.

Councilor Brooks requested consideration of increasing future funding for outside agencies in the next budget cycle. Manager Lombos mentioned it did come up during budget discussions

this past year, and the Budget Committee decided to keep it at \$40,000, but it will be noted to discuss it again at next year's budget meetings.

3. Council Meeting Agenda Review.

Councilor Sacco stated she attended the Equity Committee Planning Group meeting. She stated the group will present their discussion to Council at the end of November/early December.

Councilor Brooks stated she attended the Tualatinos meeting and the League of Oregon Cities Women's Caucus.

Councilor Hillier stated she attended the Equity Committee Planning Group.

Councilor Pratt stated she attended the Clackamas County Climate Committee and the Police Department Faith and Blue Open House.

Councilor Reyes stated she attended the Tualatinos meeting.

Adjournment

Council President Grimes adjourned the meeting at 6:53 p.m.

Sherilyn Lombos, City Manager

_____ / Teresa Ridgley, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR OCTOBER 10, 2022

Present: Mayor Frank Bubenik (virtual), Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier, Councilor Christen Sacco

Call to Order

Council President Grimes called the meeting to order at 7:01 p.m.

Pledge of Allegiance

Announcements

1. Public Health Announcement

Councilor Brooks reminded citizens about the availability of the updated COVID and flu vaccinations and encouraged them to get theirs. .

2. Swearing in of Police Chief Pickering.

Manager Lombos swore in Police Chief Greg Pickering. The Council congratulated him.

3. Consideration of Proclamation Declaring October 23-31, 2022, Red Ribbon Week in the City of Tualatin.

Councilor Hillier read the proclamation declaring October 23-31, 2022, as Red Ribbon Week in the City of Tualatin.

4. Consideration of Proclamation of Declaring the month of October 2022 Domestic Violence Awareness month in the City of Tualatin.

Councilor Sacco read the proclamation declaring October 2022 as Domestic Violence Awareness Month in the City of Tualatin.

Public Comment

Dale Potts shared the Veterans Appreciation Breakfast on Friday, November 4, at 8:00 a.m. at the Juanita Pohl Center. He stated reservations are required and booked on the Juanita Pohl website.

Consent Agenda

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of September 26, 2022
2. Consideration of **Resolution No. 5646-22** Authorizing the City Manager to Execute a Maintenance and Operations Agreement with Randall and Karen Alvstad for Basalt Creek Parkland

Motion to approve the consent agenda made by Councilor Brooks, Seconded by Councilor Pratt.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco
MOTION PASSED

Special Reports Announcements

1. Tualatin Police Department Updates

Police Chief Greg Pickering shared data regarding Police Use of Force and traffic stops. He described use of force, what it is, and what is reported and documented. He stated Tualatin Police Department's Use of Force Policy 300 encapsulates all current legal standards for reasonable use of force by Tualatin Police Officers. Chief Pickering stated it reflects all of the reform work that has been done throughout the country recently. He shared numbers from the Tualatin Police Use of Force Data from January 1-September 1, 2022. Chief Pickering stated there were over 11,000 calls of service with 115 threshold events. He stated of the 115 threshold events, there were 42 uses of physical force, 4 wrap restraints, 3 Taser uses, and 1 punch/kick. Chief Pickering stated all of the incidents were reviewed and found to be within law and policy. He stated the report of Use of Force Data shows more uses of force due to an increase in crime coming from the metropolitan areas.

Chief Pickering stated STOP Data is statistical transparency in policing that was established by the state in 2017 (HB2355) and requires law enforcement agencies to report demographic data on all traffic or investigative pedestrian stops. He stated data reported is race, sex, stop type, search findings, and the disposition of those findings. Chief Pickering shared a chart identifying demographics of the stops done by police and how they fall in line with the demographics of our community.

Councilor Brooks asked if threshold events calls have gone up. Chief Pickering stated they have been going up in the last couple of years as people are going out and about more after the pandemic.

Councilor Brooks also asked if there is a report on the different call types. Chief Pickering stated they are broken down in their annual report. Councilor Brooks asked how many life-saving calls they respond to where they need defibrillators. Chief Pickering stated they don't have that specific data.

Councilor Brooks asked if the body camera program has been rolled out. Chief Pickering stated the body camera program is fully operational.

Councilor Reyes asked about the possibility of making Narcan available. Chief Pickering stated the department has Narcan available to its Officers.

Council Hillier asked how the new Mental Health Provider program is going. Chief Pickering stated the clinician is an asset to the department and the program is going successfully.

Councilor Pratt asked about catalytic converter theft and break-ins of unlocked cars. Chief Pickering suggested citizens hide valuables, park in well-lit areas, and keep windows up. He stated catalytic converter theft is still a problem in the area, and the Washington County Precious Metal Task Force is working to make stricter rules for those who accept precious metals.

Mayor Bubenik asked for an update on the Washington County POD that was shut down due to staffing. Chief Pickering said it is still closed.

Councilor Sacco mentioned she was at Fire Station 34 where they sang praises of their partnership with the Police Department. She stated she went on a call while she was there and was impressed by the professionalism of both departments working together.

Council Communications

Councilor Pratt stated she attended the Pumpkin Regatta. She stated the Police Foundation will be holding their annual duck raffle and information is available on their website.

Councilor Sacco stated the Parks Bond is on the ballot and encouraged citizens to get out and vote.

Councilor Brooks stated Rotary is sponsoring a 5k Run or Walk at the Pumpkin Regatta. She also mentioned the Tualatin Sustainability Network will be holding a plant sale on Saturday and Sunday on Boones Ferry Road.

Councilor Hillier stated there is a job fair at Bridgeport Elementary on Saturday from 4:00 p.m. - 6:30 p.m. She stated more information is available on the Tualatin Together website.

Adjournment

Council President Grimes adjourned the meeting at 7:57 p.m.

Sherilyn Lombos, City Manager

_____ / Teresa Ridgley, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR OCTOBER 24, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Christen Sacco

Absent: Councilor Valerie Pratt, Councilor Cyndy Hillier

Mayor Bubenik called the meeting to order at 5:45 p.m.

1. Introduction to Tualatin's Strategic Equitable Housing Funding Plan.

Assistant Community Development Director Steve Koper, EcoNorthwest Consultants Beth Goodman, Kryn Sausedo, and Mary Chase presented an update on the Tualatin Strategic Equitable Housing Fund Plan. Consultant Goodman recapped the project to date stating they have completed the Housing Needs Analysis and Housing Production Strategy. She reviewed Tualatin's key housing needs by tenure to cost burden and the disproportionate levels of groups of cost burden people. Consultant Goodman spoke to affordable housing costs by income stating half of Tualatin's residents are low income to extremely low income. She stated Tualatin can directly influence public policy, land, and infrastructure. Consultant Goodman stated strategic actions for this project include a Local Construction Excise Tax (CET), Urban Renewal revenue, Nonprofit Low Income Tax exemptions, Multiple Unit Property Tax exemptions, System Development Charge exemptions, homeownership assistance, and other tools including the Affordable Housing Trust Fund. She stated affordable housing often falls short of the funding necessary for new construction so these strategies help to fill that gap. Consultant Goodman stated they analyzed the Construction Excise Tax (CET) which could add revenue to the City through new local regulations. She stated a CET at 0.5-1% would bring in between \$50,000-\$200,000/per year in tax revenue on commercial and industrial development in Tualatin. She stated the city has already adopted a Nonprofit Low Income Tax Exemption which forgoes revenue to the City for targeted housing types to incentivize affordable housing. Consultant Goodman spoke to the Multiple Unit Property Tax exemption stating it would provide a partial property tax exemption for private developers of mixed-income housing helping those at or below 80% of area median income. She stated a System Development Charge exemption would reduce upfront development fees for developers who provide new affordable units, but the City would then need to backfill the forgone revenue potentially using a CET. Consultant Goodman stated Urban Renewal revenue will provide funding for capital projects to support housing. She stated they are still evaluating other funding tools such as homeownership assistance, other new taxes, targeted fee increases, and an Affordable Housing Trust Fund. Consultant Goodman stated strategic actions are looking to reduce financial and regulatory impediments, creation of financial and regulatory incentives, and providing resources to increase the availability and affordability of needed housing. She stated next steps include a public workshop, Planning Commission meetings, advisory committee meetings, and future Council updates.

Councilor Brooks asked if there are population numbers for Tualatin citizens who are seniors or have disabilities. Consultant Goodman stated 16% of Tualatin's population are over 60 and 10% of the population has one or more disabilities.

Councilor Brooks asked if there are any strategies around protecting mobile home parks and keeping them affordable. Consultant Goodman stated other local cities have made mobile home parks zones to protect that type of building. She stated non-profits have worked with mobile home parks to buy them so the residents can in turn buy the park back keeping it low cost.

Councilor Brooks asked what happens when the tax credits sunsets for affordable housing units and the risks associated with them becoming unaffordable after that. Consultant Goodman stated when low-income tax credits expires the state works with the owners to get them credits to reinvest in the housing so it stays affordable. She stated the Council will need to consider if the incentives they put in place are enough to keep the units affordable over the long range.

Council President Grimes asked how the city could get updated information on cost burden households since the pandemic. Consultant Goodman stated they could pull 2016-2020 census data and noted that she would not expect the data to change significantly.

Mayor Bubenik asked how any legislative changes will be incorporated into this document. Consultant Goodman stated they could make an addendum to the strategy based on what comes from the legislative session.

Mayor Bubenik asked what the final product will be for the Council to review. Consultant Goodman stated there will be a memorandum discussing all the tools available to the Council and how to implement them to make the housing market more equitable.

Councilor Reyes asked what a Multiple Unit Property Tax looks like and what type of development it would assist. Consultant Goodman stated the Multiple Unit Property Tax exemption would benefit those with a median family income from \$46,000-74,000.

Councilor Reyes asked what home repairs council be covered under the Affordable Housing Trust Fund. Consultant Goodman stated it could cover things like roof repair or foundation issues.

Councilor Brooks stated she has spoke to residents that are supportive of densified building but become concerned when transportation infrastructure is not solved. She wants to be sure this plan is strong when working in that direction. Consultant Goodman stated densification would mostly be seen in the downtown and urban renewal areas. She stated the transportation will be addressed in the Transportation System Plan (TSP). Director Koper stated updates to the TSP are forthcoming.

2. Council Meeting Agenda Review.

Councilor Brooks asked for the Tualatin Investment Policy to be pulled off consent for a briefing. Director Hudson stated there are no proposed changes to the current policy. He stated it is required to come to the Council annually for adoption. Councilor Brooks asked if the city is investing in green items. Director Hudson stated the Advisor looks at those options but is unsure if there is anything in the portfolio at this time. Councilor Brooks stated she is fine with it staying on consent.

Councilor Sacco stated she attended the WRWC meeting and the Pumpkin Regatta.

Councilor Brooks stated she attended the Pumpkin Regatta, the native plant sale for the Tualatin Sustainability Network, and the ribbon cutting for Live Hydration Spa. She wished everyone a Happy Diwali.

Councilor Reyes stated she attended many local events including the Pumpkin Regatta.

Council President Grimes stated she attended the Live Hydration Spa ribbon cutting and the Pumpkin Regatta.

Mayor Bubenik stated he attended the Pumpkin Regatta, the Washington County Coordinating Committee, the Clackamas County Commissioner meeting to present the CORA presentation for the Urban Renewal zone, the GPI Small Cities Consortium meeting, the IBACH CIO meeting, the Regional Tolling Advisory Committee meeting, and the Washington County Coordinating Committee meeting to prepare for the JPAC meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 6:55 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR OCTOBER 24, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Christen Sacco

Absent: Councilor Valerie Pratt, Councilor Cyndy Hillier

Call to Order

Mayor Bubenik called the meeting to order at 7:03 p.m.

Pledge of Allegiance

Announcements

1. Public Health Announcement

Council President Grimes stated October is National Breast Cancer Awareness Month. She stated early detection is important and she encouraged people to get a mammogram.

Councilor Brooks stated COVID boosters are now available for children ages 5-12.

Public Comment

None.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of **Resolution No. 5647-22** Awarding the Contract for Construction of the 65th /Nyberg Sanitary Sewer Trunk Main Rehabilitation Project
2. Consideration of **Resolution No. 5648-22** Awarding the Contract for Construction of the 2022 Neighborhood Traffic Safety Projects Phase 1 Project, Part of the Tualatin Moving Forward Program
3. Consideration of **Resolution No. 5649-22** Awarding the Contract for Construction of the B-Level Water Main Project
4. Consideration of **Resolution No. 5650-22** Authorizing the City Manager to Execute a Collective Bargaining Agreement with the Tualatin Police Officers Association
5. Consideration of **Resolution No. 5652-22** to Adopt the City of Tualatin Investment Policy

6. Consideration of **Resolution No. 5654-22** Awarding Fiscal Year 2022-23 Outside Agency Grant Funds to Provide Services to the Tualatin Community
7. Consideration of Approval of a New Liquor License Application for Sunny's Diner

General Business

1. Scheduling of a Public Hearing on a Petition for the Vacation of Right-of-Way Located at the East Terminus of Myslony Street

Community Development Director Kim McMillian and Assistant Community Development Director Steve Koper brought forward a street vacation request for Myslony Street. Director Koper stated the street vacation process is governed by ORS Chapter 271. He stated a street vacation removes a portion of a public street back to the private property owner who owns the underlying land. Director Koper stated if the city initiates the process they must notice the property owner, the public, utility providers, publish in the newspaper, and post of the city's website. If the Council finds in favor of the of street vacation at a public hearing they would need to adopt an ordinance. Director Koper shared maps of the proposed street vacation. He stated staff is requesting direction to proceed with a public hearing to consider the adoption of an ordinance to accomplish the proposed street vacation.

Councilor Brooks asked if there is an anticipated increase in traffic through the area. Director McMillian stated they can review the traffic impact study that was submitted with the application for that information and follow-up.

Motion to schedule the public hearing for consideration of the vacation of the right-of-way made by Councilor Brooks, Seconded by Councilor Sacco.

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

MOTION PASSED

2. Consideration of **Resolution No. 5653-22** Authorizing the City Manager to Execute a Purchase and Sale Agreement for the Acquisition of Real Property Located at 23465 SW Boones Ferry Road

Rich Mueller presented the purchase and sale agreement for land located near the Basalt Creek Parkland. He shared a map showing a parcel directly north of the new city property in the area. Manager Mueller stated site attributes include natural areas, flat land for active recreation, adjacency to residential properties, alignment with Council goals, future access to Boones Ferry Road, and would expand the Basalt Creek Parkland to 14.04 acres. He stated this purchase aligns with Council goals related to being an inclusive community, creating gathering places, sustainable neighborhoods, and being environmentally active by protecting natural resources. Manager Mueller stated the owners are interested in selling to the city as parkland. He stated the purchase and sales agreement terms allow for a sale price to be negotiated upon completion of the appraisal report. Manager Mueller stated cost estimates range between \$900,000-\$1,000,000.

Councilor Reyes asked how the purchase price will be determined. Manager Mueller stated it will be based off the appraisal.

Councilor Brooks thanked staff for aligning these types of purchases with Council goals. She stated the appraising industry for the first time is seeing a dip in the market so the price may come in lower than estimated.

Councilor Sacco stated she is glad to see the city piece together what will be 14 acres of natural area for the Basalt Creek Area.

Council President Grimes acknowledged the landowners who are selling these parcels to the city and the legacy they are leaving.

Motion to adopt Resolution No. 5653-22 authorizing the City Manager to execute a purchase and sale agreement for the acquisition of real property located at 23465 SW Boones Ferry Road made by Council President Grimes, Seconded by Councilor Brooks.

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

MOTION PASSED

Councilor Brooks asked how this purchase will be funded. Director Hoover stated funding for future potential purchases will come from Parks SDC charges.

Council Communications

Councilor Brooks acknowledged city staff who are working on the crosswalks and paths along Boones Ferry Road. She stated the Police Department is hosting a Drug Takeback event on October 29th. Councilor Brooks stated the ribbon cutting for Bella Tu will be on October 26th. She stated the Library Day of the Dead event will be on October 26th at 1pm. Councilor Brooks stated the Veteran's Day Breakfast will be held on November 4th and you can register online. She encouraged citizens to register to vote and vote on November 8th.

Councilor Sacco reminded citizens of the Parks Bond that is on the ballot and encouraged citizens to vote.

Mayor Bubenik stated there has been concerns with Portland Mayor Wheelers plans asking for 70-80% of Metro's houseless dollars to be reallocated to Multnomah County. He stated he will be following this proposal as Washington County Mayors are not in favor of this.

Adjournment

Mayor Bubenik adjourned the meeting on 7:39 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: Mike McCarthy P.E., Interim City Engineer
DATE: November 14, 2022

SUBJECT:

Consideration of Resolution No. 5651-22 Authorizing the City Manager to Execute an Encroachment Agreement for the Private Encroachment of a City Public Utility Easement on 19551 SW 56th Court

RECOMMENDATION:

Staff recommends Council authorize the City Manager to sign the agreement

EXECUTIVE SUMMARY:

Larz and Robin Malony, owners of the home at 19551 SW 56th Ct, hired Premier Pools and Spas to construct a pool in their backyard. The pool was inadvertently located two feet into a five-foot easement that exists along the property lines of this lot. Attached is a letter from Premier Pools with more information about the pool layout and construction.

Staff reviewed the situation and, seeing that this easement is not likely to be used for public utility purposes in the near future, worked with the city's contract attorney on the attached Encroachment Agreement. Larz Maloney has signed this agreement and returned it to the City for signature. Among other conditions and requirements, this agreement allows the pool to remain, but requires the owner to remove it within 60 days of receiving written notice from the City to do so.

OUTCOMES OF DECISION:

If Council chooses to authorize agreement and the City Manager executes it, among other conditions and requirements, the pool would be allowed to remain, but the owner would be required to remove it within 60 days of receiving written notice from the City to do so.

ALTERNATIVES TO RECOMMENDATION:

Council could decide not to authorize this agreement.

ATTACHMENTS:

- Resolution 5651-22 Authorizing this Agreement
- Agreement
- Vicinity Map
- Letter from Preferred Pools and Spas

RESOLUTION NO. 5651-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT FOR THE PRIVATE ENCROACHMENT OF A CITY PUBLIC UTILITY EASEMENT ON 19551 SW 56TH COURT

WHEREAS, the City has a public utility easement that exists across the side and backyard of the property located at 19551 SW 56th Court, among other properties; and

WHEREAS, the owner of the property located at 19551 SW 56th Court requested approval to allow a partially constructed deck and edge of a pool to remain within the City's public utility easement; and

WHEREAS, permitting the encroachment will not adversely impact the ability of the City to use the public utility easement, partly because the permit allows the City to require removal of the encroachment if the City deems such removal necessary.

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

Section 1. The City Manager is authorized to execute an Encroachment Agreement, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to terminate the Agreement for any reason and at any time with 60 days prior notice.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 14th day of November, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092



**ENCROACHMENT AGREEMENT
(Private Encroachment of a City Public Utility Easement)**

Subject to the terms and conditions contained herein, the City of Tualatin ("City"), pursuant to Resolution No. 5651-22, hereby grants to Malony Laurence, the owner of 19551 SW 56th Court within Fox Hill No. 1 subdivision ("Owner") the right to encroach upon and occupy a portion of public utility easement, as more particularly described in Exhibit A ("Lot 51 of Fox Hill No. 1 subdivision plat") for the purpose of constructing and maintaining the deck and edge of a pool ("Encroachment").

In consideration of the rights granted by this Agreement, Owner and its heirs, successors and assignees agrees to the following terms, conditions, and restrictions:

1. The Encroachment as constructed must pass inspection by the City confirming it complies with all applicable Codes of the City of Tualatin including, but not limited to, structural safety, traffic, sanitation, land use, and fire requirements.
2. In constructing and maintaining the Encroachment, Owner agrees to comply with the plans and specifications approved by the City and all applicable permits.
3. Owner must maintain the Encroachment in good order and must immediately notify the City of any dangers to person or property, or any dangerous conditions, that exist with regard to the Encroachment, which are either known or discovered by Owner.
4. Owner assumes all risk of damage to its Encroachment, and any buildings, structures, utilities, or other appurtenances connected to the Encroachment, resulting from, or arising out of, any and all uses of the public utility easement by the City, its officers, employees, agents, utilities and the general public. Owner

further releases, waives, discharges and covenants not to sue City for any and all claims, demands, losses, lost profits, costs, expenses or causes of action arising out of, or connected with the Encroachment.

5. Owner is responsible for the timely repair or replacement of any City-owned improvements disturbed in the public utility easement as the result of Owner's and its agent's use of rights granted in this Agreement.
6. Owner agrees to reimburse City for all expenses that the City would not have incurred, but for the Owner's construction, use maintenance, repair or replacement of the Encroachment.
7. By accepting and recording this Agreement, Owner agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, damages or liabilities of any kind arising from or alleged to have arisen from the Encroachment permitted by this Agreement, whether such claim, loss, damage or liability results from normal operation or accident or any other cause. Owner shall maintain insurance levels in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.
8. The placing of the Encroachment in a portion of the aforesaid public utility easement will not give to Owner, or anyone else, any permanent right to its continued or exclusive occupancy. Owner agrees to cooperate with the City and any utility company in the event that such entity needs access to the public utility easement to install, construct, service, maintain, or repair utilities.
9. This Agreement may be terminated by the City, in its sole discretion, for any reason and at any time. City will provide Owner at least 60 days prior written notice of termination and provide the specific effective date of the termination in the notice. On or before the effective date of the revocation, Owner, at its sole expense, must remove the Encroachment from City's public utility easement; and, failing to do so, the City may cause removal of the Encroachment at the cost and expense of Owner, including any and all legal costs and attorney fees. Owner expressly grants the City permission to enter Owner's property for the purposes of removing the Encroachment along with any supporting structures, restore the public utility easement, and assess a lien on Owner's property benefited by this Agreement for the costs expended by the City in taking such actions. City will have no obligation to restore Owner's property or remove other portions of facilities making up the Encroachment if City removes the Encroachment pursuant to the authority granted by this paragraph.
10. It is further agreed between the parties, their heirs, successors and assigns that this Agreement shall continue only so long as the Encroachment is maintained within the public utility easement as indicated on Exhibit A. All rights and privileges

granted to Owner by the City under this Agreement shall terminate upon relocation or reconstruction of the Encroachment or discontinuance of its use. All rights and privileges granted to Owner by the City under this Agreement shall also terminate if Owner's use of the Encroachment fails to comply with applicable federal, state and local laws, statutes, ordinances, codes or regulations.

11. It is agreed between the parties hereto that this Agreement, unless and until terminated, shall be held to run with and bind the property described herein, and shall extend to and include the heirs, successors, assigns, devisees, lessees, and holders of every kind of and under Owner.
12. In the event Owner includes more than one person or entity, all such persons or entities are jointly and severally liable for all conditions herein.
13. Owner agrees and acknowledges that this Agreement is solely for the purpose of permitting Owner to maintain and locate the Encroachment within the City's public utility easement and is not a conveyance of any right, title or interest in or to the easement nor is it meant to abandon any easement rights conveyed to the City. Owner further agrees and acknowledges that this Agreement does not convey any right to use or occupy any property in which a third party may have an interest. Owner agrees that it will obtain all necessary permissions before occupying any such other property.
14. Owner covenants and agrees that it will not assign all or any of its rights, privileges or duties under this Agreement independent of a conveyance of the real property adjacent to the Encroachment without the prior written approval of the City, and any attempted assignment without such written approval shall be void, provided however, that in the event Owner conveys the real property on which the Improvement is situated, Owner's rights and obligations under this Agreement will be deemed to have been automatically assigned to the new owner and no approval of the City shall be required.
15. The provisions of this Agreement related to Owner's duty to defend and indemnify City as well as to remove the Encroachment and restore the public utility easement shall survive termination of this Agreement unless this the rights granted by this Agreement are assigned per the terms of this Agreement, in which case Owner's duty to defend and indemnify City as well as to remove the Encroachment and restore the public utility easement shall extend to any such assigns.
16. This Agreement is governed by and construed in accordance with the laws of the State of Oregon. Any action or suit brought by the Parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Washington County for the State of Oregon, United States of America. The Parties hereby consent to the in personal jurisdiction of such courts, waive any objection to venue in such courts, and waive any claim that such forum is an inconvenient forum; provided, however, that if a claim must be brought in a federal

forum, then it will be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

17. Failure of the City at any time to require performance of any provision of this Agreement shall not limit the City's right to enforce the provision, nor shall any waiver of any breach of any provision of the Agreement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. No amendment or modification of this Agreement shall be valid unless in writing and signed by the parties and re-recorded against the property.

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ACCEPTED, and the conditions hereof acknowledged and agreed to the 13
day of October, 2022.

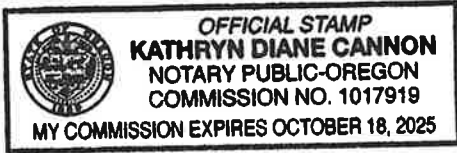
Permitee:

Owner of 19551 SW 56th Court

By: Jamene E. Malony

STATE OF OREGON)
) ss.
County of Clatsop)

This instrument was acknowledged before me on October 13, 2022, by Lawrence E Malony, known to me to be the owner of 19551 SW 56th Ct, Lot 51, Fox Hill No. 1 Subdivision.



[Handwritten Signature]

Notary Public—State of Oregon
My commission expires: Oct 18, 2025

Witness my hand this _____ day of _____, 20__.

By: _____
City Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by Sherilyn Lombos, as the City Manager for the City of Tualatin, Oregon.

Notary Public—State of Oregon
My commission expires: _____



OR CCB # 174389/WA VICTOCL924DE

Victory Construction, LLC
DBA Premier Pools and Spas of Oregon
9150 SW Pioneer Ct., Suite G
Wilsonville, OR 97070
Ph. (503) 855-4117
Email: natashas@ppas.com, vitaliys@ppas.com

Job Site Address:
Larz and Robin Malony
19551 SW 56th Court
Tualatin, OR 97062

Permit # POOL21-1593

Date: 06/27/2020

Dear Tualatin City Council,

First, please allow me, on behalf of Premier Pools, to offer our humble apology for what looks to be a pool project whose perimeter is inside the easement lines established by the Tualatin City Council by 20-24 inches. We acknowledge the issue that the City of Tualatin has pointed out. Our promise to you is that we will fully cooperate with you in the solution of this issue.

You have requested that we professionally and respectfully address the genuine issues that you have brought up. Per your communication and request, please allow me to address below:

The issued permit and its requirements:

Premier Pools hired a professional to go through the permitting process and do what was necessary to acquire a permit based on the City of Tualatin's requirement. It was Premier Pools' understanding that a three foot is standard for setbacks.

What went wrong that resulted in non-conformance:

The gentleman contracted to go through the permitting process proceeded and advised Premier Pools that all was in order based on the proposed installation diagram. Premier Pools only became aware of any requested amendments after the first inspection was made.

The circumstances are outlined below:

The person contracted to go through the permitting process received adjustment requests from the City of Tualatin. We have come to find out that this person then did not remeasure. They simply made a notation on Premier Pools' proposed installation diagram but did not notify Premier Pools of the update. Therefore Premier Pools made the assumption that all was well proceeded with the installation of the pool for the home owner. This action was based on the original advice of the permitting individual and without being aware that this individual had received amendments from the city regarding the easement.

Premier Pools installs pools in the Oregon and Washington area regularly based on a three ft setback therefore, without any further advice or update from the permitting individual, we made an ill-advised assumption and proceeded with the installation of the pool. After the first inspection was made Premier Pools received notification that the pool was set inside the city easement line. Due to the individual, tasked with the responsibility of the permitting process not advising Premier Pools of the amendments requested by the City of Tualatin, we were not aware that there was any problem until the first inspections were made and it was at this time that Premier pools first became aware of the issue.

We are deeply sorry for this miscommunication that resulted poor judgment and in the non-conformance advice by the City of Tualatin.

What can be done to correct the entire non-conformity:

Premier Pools, based on our experience, believes that we can address and professionally correct the non-conformity issue by utilizing an underground boring system. This procedure would be the best solution, least invasive and the most ideal way to address the issue that the city has pointed out. This procedure would minimize any potential issues with fence line and hardscaping in the future and allow for efficient installation of utilities if required in the future.

What magnitude of correction you are proposing and amount of encroachment:

Referring to above, Premier Pools is confident that the corrective boring measures would address and achieve resolution of the non-conformity issues. This would allow for access for future utilities to be installed if required. Premier Pools is experienced and fully capable of performing this boring procedure if required in the future.

1

Re: Neighbor Communication: The homeowners at 19551 SW 56th Court, Tualatin, OR 97062 have addressed the setback/easement non-conformity issue with their affected neighbors at 19577 SW 56th Court and have taken time to make sure that their neighbors are fully aware of the concerns of the City of Tualatin. The homeowners at 19577 SW 56th Court have confirmed that it is not a problem for them and have signed a statement confirming their position. We humbly include this signed statement for your reference.

Sincerely,

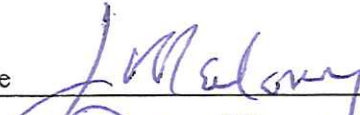
Premier Pools and Spas of Oregon
Natasha Shavlovskiy
Owner-Manager


Signature  Date 06/27/22

Homeowner

Name Laurence and Robin Malony

Address: 19551 SW 56th Court Tualatin, OR 97062

Signature  Date 6/27/22

Signature  Date 6/27/22



Date: 6-24-22

During the construction of a swimming pool at the residence of:

Buyer: Laurence and Robin Malony

Address: 19551 SW 56th Ct.

City: Tualatin, OR Phone: 503-691-8988

The property of: 19577 SW 56th Ct. Tualatin, OR 97062

Name: Gary and Janel Buskuhl

Address: 19577 SW 56th Ct.

City: Tualatin, OR Phone: 503-702-3007

will have to be used for access during the construction:

By signing this agreement, I am giving my permission to let Premier Pools & Spas® use my property for access to construct a swimming pool. I am also aware that my neighbor, for whom the pool is being built, will assume all responsibility for damages, if any, during the normal construction of the swimming pool.

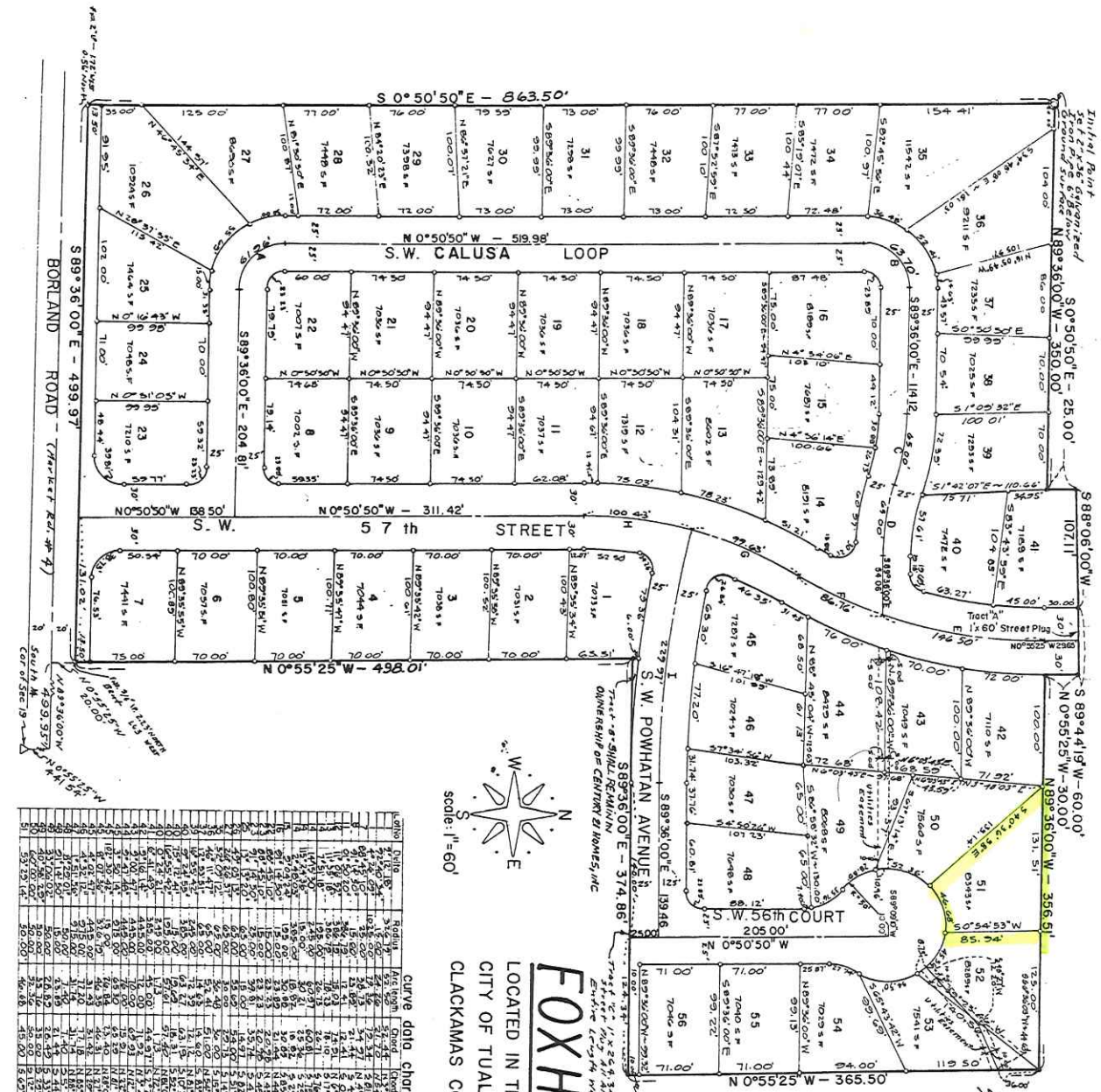
Property Owner: [Signature] 6/24/2022

Property Owner: [Signature] 6/24/2022

I do hereby agree to assume all responsibility for any damages incurred during normal construction of the swimming pool to both my own and my neighbor's property.

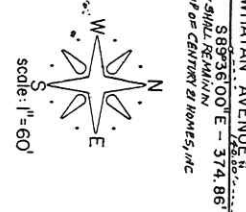
Buyer: [Signature] 6/24/22

Buyer: [Signature] 6/24/22



curve data chart

Station	Angle (Deg)	Radius (ft)	Chord (ft)	Chord Bearing	Area (sq ft)
1+00.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
1+10.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
1+20.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
1+30.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
1+40.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
1+50.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+00.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+10.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+20.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+30.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+40.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
2+50.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+00.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+10.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+20.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+30.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+40.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
3+50.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+00.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+10.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+20.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+30.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+40.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
4+50.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+00.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+10.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+20.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+30.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+40.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00
5+50.00	90.00	100.00	100.00	N 0° 00' 00" W	10000.00



FOX HILL NO. 1

LOCATED IN THE S.W. 1/4, SECTION 19 T2S, R1E, W1M.

CITY OF TUALATIN

CLACKAMAS COUNTY, OREGON

SURVEYED NOVEMBER 1983

PAUL J. DEARING, THE SOUTH LINE OF SECTION 19, CLACKAMAS COUNTY, OREGON, IS HEREBY DEEDED TO THE CITY OF TUALATIN AS SHOWN ON THIS PLAT.

Indicates the 5/8" x 50" Iron Rod Set at the corner of the 1/4 Section 19, T2S, R1E, W1M, Clackamas County, Oregon, as shown on the record of No. 47495 Survey Plat.

PLAT RESTRICTIONS:

1. A utility easement is hereby granted to be 5 feet along side and rear lot lines and 6 feet along front lot lines. Utility purposes include sanitary sewer and drainage, also water, gas, phone, electrical and cable television utilities.

2. Lots 7, 23, 24, 25 and 26 shall have no direct vehicular access to S.W. Borland Road.

REGISTERED LAND SURVEYOR

PAUL J. DEARING

1000 N. 10th St., Tualatin, Oregon 97146

DATE: NOV 1983

SCALE: 1" = 60'

I certify this copy is a true and exact copy of Fox Hill No. 1

Paul J. Dearing

SIDE 1 OF 2

86/19

2/1.57

FOXHILL NO. 1

LOCATED IN THE SOUTHWEST QUARTER, SECTION 19, 12S, R1E, W.1N,
CITY OF TUALATIN
CLACKAMAS COUNTY, OREGON

BY: BURTON ENGINEERING AND SURVEYING
302 TIGARD PLAZA
TIGARD, OREGON 97223
83-160

SIDE 2 OF 2

SURVEYED, NOVEMBER, 1983

APPROVALS

APPROVED THIS 20th DAY OF May, 1984
CITY OF TUALATIN
BY: Ray Rogers Mayor
ATTEST THIS 20th DAY OF May, 1984
CITY OF TUALATIN
BY: Stephen A. Rhodes City Recorder
PURSUANT TO O.R.S. 195, I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID TO 6-30-84
George E. Melin
ASSESSOR AND TAX COLLECTOR
BY: Pat Brown Deputy
BY: Elisabeth Taylor Deputy

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CENTURY 21 HOMES, INC., AN OREGON CORPORATION, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED PLAT OF "FOXHILL NO. 1", AS PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREMTO ATTACHED, A TRUE MAP AND PLAT THEREOF. ALL LOTS BEING THE DIMENSIONS SHOWN ON SAID PLAT AND ALL STREETS AND AVENUES BEING OF THE WIDTHS THEREON SETFORTH, THE ABOVE NAMED LOTS HEREBY DEDICATE TO THE PUBLIC ALL STREETS, AVENUES AND EASEMENTS SHOWN THEREON TO THE PUBLIC FOR PUBLIC USE FOREVER.
TRACY S. BARNETT, Director of the City of Tualatin for Street and Purposes.
BY: Tracy S. Barnett Mayor
CITY OF TUALATIN, PRESIDENT
JANUARY 21, 1983, INC.

ACKNOWLEDGEMENT
STATE OF OREGON) S.S.
COUNTY OF CLACKAMAS)

THIS IS TO CERTIFY: THAT ON THIS 22nd DAY OF December, 1983, TRACY S. BARNETT, Mayor of the City of Tualatin, Oregon, appeared before me, a Notary Public, and acknowledged to me that he is the President of the Corporation named in the above dedication, who being first duly sworn did say that he is the President of the above said Corporation and that his signature affixed to said instrument was his own free act and deed.
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC FOR STATE OF OREGON
MY COMMISSION EXPIRES _____

Victoria A. Palmer
NOTARY PUBLIC - OREGON
My Commission Expires 10-27-86

SURVEYORS CERTIFICATE

I, THOMAS H. BURTON, BEING FIRST DULY SWORN, DO HEREBY DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF FOXHILL NO. 1, AND THAT SAID LAND HEREAFTER DESCRIBED IS IN THE S.W. 1/4 OF SECTION 19, AND THE S.W. 1/4 OF SECTION 19, T12S, R1E, W.1N, WILLAMETTE MERIDIAN, CITY OF TUALATIN, CLACKAMAS COUNTY, OREGON, AND THAT FOR THE INITIAL POINT I SET A 1 INCH X 3/8 INCH GALVANIZED IRON PIPE WITH AN ALUMINUM CAP SCRIBED "T. BURTON P. L.S. 590" ON THE POINT OF BEGINNING IS LOCATED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, THENCE N 89° 36' 00" W 41.50 FEET TO THE LINE DIVIDING THE E. 1/2 OF SAID SECTION 19 INTO NORTH AND SOUTH HALVES, SAID LINE AS BEING THE CENTERLINE OF COUNTY MARKET ROAD NO. 4, THENCE N 89° 36' 00" W ALONG SAID COUNTY MARKET ROAD NO. 4, THENCE N 89° 36' 00" W TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, 20 FEET TO THE NORTH LINE OF MARKET ROAD NO. 4, THENCE N 89° 36' 00" W PARALLEL TO THE SAID COUNTY MARKET ROAD NO. 4, 99.97 FEET TO THE WEST LINE OF SAID COUNTY MARKET ROAD NO. 4, THENCE N 89° 36' 00" W ALONG SAID WEST LINE 865.50 FEET TO THE INITIAL POINT AND FROM SAID INITIAL POINT, THENCE S 89° 36' 00" E 50.00 FEET, AND FROM SAID POINT OF BEGINNING, THENCE S 89° 36' 00" E 50.00 FEET, AND FROM SAID POINT, THENCE N 89° 36' 00" W 55.51 FEET TO THE WEST LINE OF THE TIGARD SCHOOL DISTRICT PROPERTY RECORDED IN BOOK 621, PAGE 529 OF O.R.S. THENCE S 0° 35' 25" E ALONG THE WEST LINE OF SCHOOL PROPERTY 55.92 FEET TO THE STATE-ORDERED CENTERLINE OF THAT PARCEL DESCRIBED IN PARAGRAPH 1 OF THE STATE-ORDERED DEED OF THAT PARCEL L. MANSFIELD, RECORDED IN BOOK 568, PAGE 248 CLACKAMAS COUNTY RECORDS, THENCE N 89° 36' 00" W ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID MANSFIELD TRACT 374.86 FEET TO THE NORTHWEST CORNER THEREOF, 498.01 FEET TO THE NORTH LINE OF SAID MANSFIELD PARCEL, THENCE N 89° 36' 00" W ALONG THE NORTH LINE OF SAID COUNTY MARKET ROAD NO. 4, 493.97 FEET TO THE WEST LINE OF THE EAST HALF OF A TRACT OF LAND IN THE DONATION CLAIM DESCRIBED IN PATENT TO O.P. GOODALL, THENCE N 89° 36' 00" W ALONG SAID WEST LINE 865.50 FEET TO THE INITIAL POINT OF BEGINNING. BY THE FOREGOING SAID LINES, I CERTIFY THIS COPY IS A TRUE & EXACT COPY OF FOXHILL NO. 1.
THOMAS H. Burton
REGISTERED OREGON LAND SURVEYOR
NO. 150

NOTARY PUBLIC FOR STATE OF ORE.
MY COMMISSION EXPIRES 12-17-84

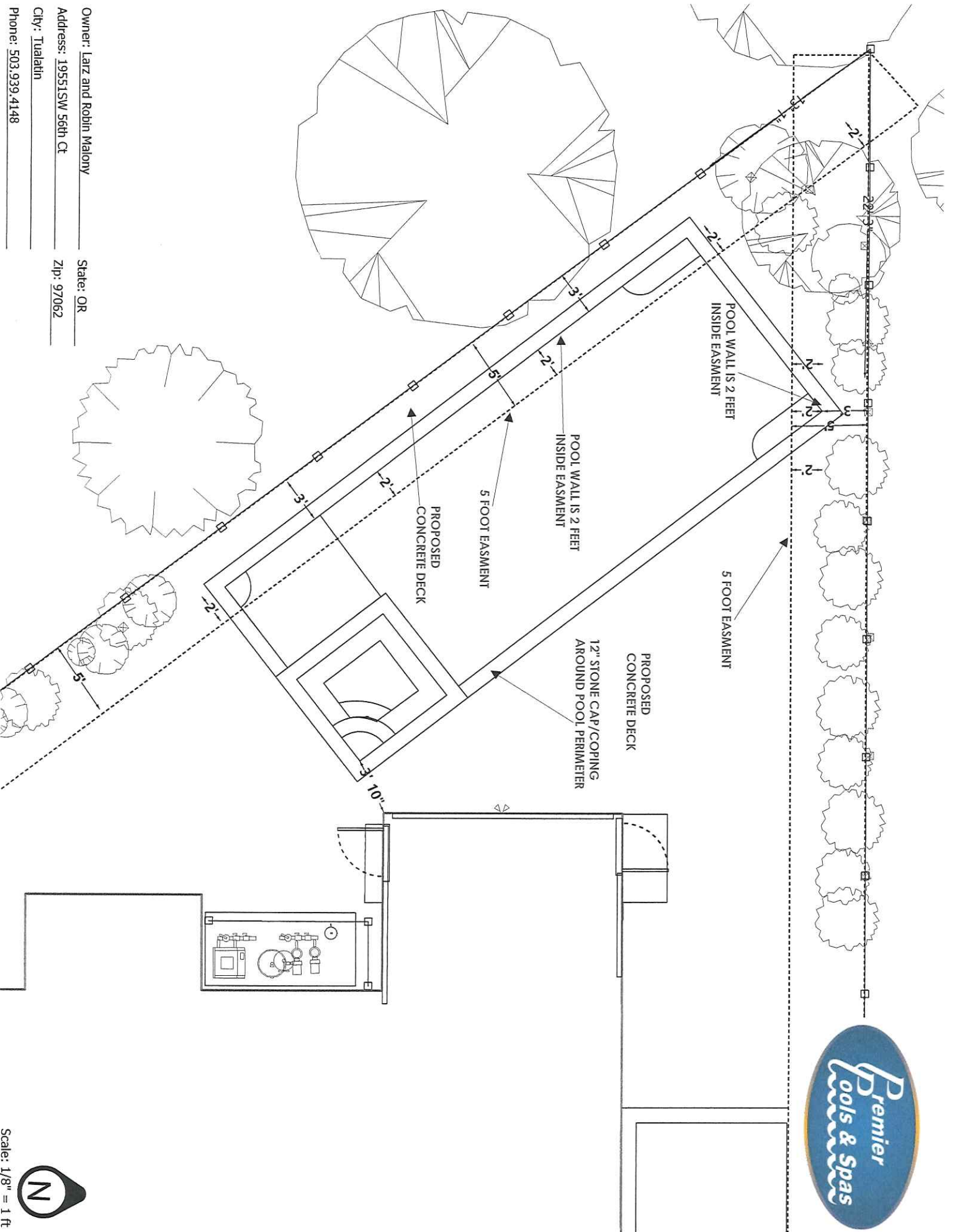
David O. Burton
NOTARY PUBLIC FOR STATE OF ORE.
My Commission Expires 12-17-84

Thomas H. Burton
REGISTERED OREGON LAND SURVEYOR
NO. 150

86/10

FOXHILL

2657



Owner: Latz and Robin Malony
Address: 19551SW 56th Ct
City: Tualatin
State: OR
Zip: 97062
Phone: 503.939.4148





Premier Pools and Spas of Oregon
OR-CCB 174389 / WA-VICTOCL924DE
9150 SW Pioneer Ct Ste G
Wilsonville, OR 97070
T 503-855-4117 F 503-582-8564



2 FEET

5 FT

3 FT



Premier Pools and Spas of Oregon
OR-CCB 174389 / WA-VICTOCL9224DE
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Premier Pools and Spas of OR



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Cody Field, Management Analyst II
Kim McMillan, Community Development Director

DATE: November 14th, 2022

SUBJECT:

Consideration of Resolution 5656-22 Authorizing the City Manager to Execute a Professional Services Agreement with Northwest Geotechnical Consultants, Inc. for materials testing and inspection services for the City's capital projects and for private development.

RECOMMENDATION:

Staff recommends Council adopt the resolution.

EXECUTIVE SUMMARY:

Resolution 5656-22 authorizes the City Manager to execute a professional services agreement with Northwest Geotechnical Consultants, Inc., with a not to exceed price of \$100,000 per year for a total of \$300,000 during the initial three-year term of the contract.

The City has utilized the services of Northwest Geotechnical Consultants, Inc. for the past eight year to provide in-house laboratory services, field-testing services, and special inspection services for the City's capital projects, and for private development; however, the City has never entered into a formal agreement with the contractor for this work. The City of Portland has a permissive cooperative agreement with Northwest Geotechnical Consultants, Inc. and ORS 279A.215 allows the City of Tualatin to purchase these services under said agreement without competitive procurement. Authorizing the City Manager to execute a professional services agreement with the contractor will formalize the agreed upon statement of work and current fee schedule for an initial three-year period, with an option to renew for two additional years.

FINANCIAL IMPLICATIONS:

The total fiscal impact will not exceed \$100,000 per year, with a maximum total of \$300,000 for the initial three-year term of the contract.

ATTACHMENTS:

- Resolution 5656-22
- Professional Services Agreement

RESOLUTION NO. 5656-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NORTHWEST GEOTECHNICAL CONSULTANTS, INC. FOR MATERIALS TESTING AND INSPECTION SERVICES.

WHEREAS, the City has a need for on-call materials testing and inspection services; and

WHEREAS, the City of Portland issued Request for Proposals #00001762 and entered into a permissive cooperative agreement with Northwest Geotechnical Consultants, Inc. for on-call materials testing and inspection services, and ORS 279A.215 allows the City of Tualatin to purchase services under said agreement without competitive procurement; and

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

Section 1. The City Manager is authorized to execute a contract with Northwest Geotechnical Consultants, Inc. for on-call materials testing and inspection services in an amount not to exceed \$300,000 during the 3-year term of the contract; and

Section 2. The City Manager, or the City Manager's designee, is authorized to execute Amendments totaling up to 10% of the original contract amount; and

Section 3. This resolution is effective upon adoption.

ADOPTED by the Tualatin City Council this 14th day of November, 2022

ATTEST:

TUALATIN CITY COUNCIL

BY _____
City Manager

BY _____
Mayor



CITY OF TUALATIN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is by and between the CITY OF TUALATIN, a municipal corporation of the State of Oregon ("City"), and NORTHWEST GEOTECHNICAL CONSULTANTS, INC., an Oregon corporation dba Northwest Testing, Inc. ("Contractor").

Section 1. Contract Documents. The Contract Documents, which together form the complete Agreement between the parties, consists of the following documents in descending order of precedence:

- (i) This Agreement;
- (ii) Any documents specifically referenced in this Agreement;
- (iii) The attached Statement of Work (Exhibit A);
- (iv) The attached Construction Services Fee Schedule (Exhibit B);
- (v) The attached Laboratory Testing Services Fee Schedule (Exhibit C); and
- (vi) The Tualatin Public Works Design Standards

To the extent there is any conflict between the Contract Documents, the conflict is resolved by the order of precedence above. There are no other Contract Documents other than those listed.

Section 2. Work.

- A. Completion.** Contractor must complete all Work that is generally described as set forth in Exhibit A, which is incorporated into this Agreement as if fully set forth.
- B. Authenticity by Contractor.** All written documents, drawings, and plans submitted by Contractor in completing the Work must be stamped with the engineer, land surveyor, architect, or design professional's professional stamp and bear that professional's signature or initials.
- C. Qualified Professionals.** All Work must be performed by professionals that are properly licensed under the laws of the State of Oregon.
- D. City Standards.** All design work must be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. Solely Responsible.** Contractor is solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.
- F. Sufficient Plans.** Contractor warrants that the Agreement specifications and plans, if any, prepared by Contractor will be adequate and sufficient to accomplish the purposes of the project and that review or approval by the owner of the plans and specifications does not diminish the warranty of adequacy.
- G. Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.
- H. Subsurface Investigations.** City acknowledges Contractor makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.

- I. **Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- J. **Additional Work.** If City requests Contractor to provide additional services not included in the Work described on Exhibit A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work will not exceed Contractor's rates as agreed to in Exhibit B and Exhibit C. No compensation for additional services will be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. Effective Date; Term; Renewal.

- A. **Effective Date.** The effective date of this Agreement is November 15, 2022 ("Effective Date").
- B. **Term.** The term of this agreement begins on the Effective Date and terminates on November 14, 2025, unless otherwise renewed.
- C. **Renewal.** The Parties may renew this agreement for an additional two (2) year term upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond five (5) years.

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

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

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

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

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

- D. Anti-Kickback.** Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

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

Section 9. Agreement Price.

- A. Rates.** City agrees to pay Consultant per the rates shown on Exhibit B and Exhibit C, which are attached hereto and incorporated into this Agreement as if fully set forth.
- B. Prices and Price Changes.** Initial Contract rates shall remain firm through the first year of the Agreement. At the end of the one-year period following the date of acceptance, rate changes may be allowed but may only be requested once per twelve-month period unless approved by City. Following the end of the one-year period referenced above, City and Consultant acknowledge that prices for services furnished by Consultant under this Agreement may need to be adjusted during the term of the Agreement. Such price changes shall be documented in writing between Consultant and City as amendments.

Consultant shall submit any proposed pricing revisions in writing to the City's Project Manager for consideration at least thirty (30) days before the proposed effective date. Price adjustments will only become effective by fully executed amendments, following receipt by the City's Project Manager of the requested price adjustment.

- C. Maximum Fee.** City agrees to pay Consultant the not to exceed price of \$100,000 per year for a total of \$300,000 during the initial three-year term of this Contract, which is inclusive of all hours necessary to complete the Work.

Section 10. City Funds for Payment. Contractor understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 11. Payment Process.

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

Section 12. Contractor's Representations.

- A.** In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:
- (i) Contractor has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, is a valid and binding obligation of

Contractor enforceable in accordance with its terms;

- (iii) Contractor has examined and carefully studied all Contract Documents and the other related data identified in the Contract Documents;
- (iv) Contractor has become familiar with all conditions that may affect cost, progress, and performance of the Work;
- (v) Contractor has the skill and knowledge possessed by well informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
- (vi) Contractor must, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (vii) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

B. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

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

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

1. **City's Project Manager**
Hayden Ausland, Principal Engineer
10699 SW Herman Rd., Tualatin, OR 97062
(503) 691-3037, hausland@tualatin.gov

2. **Contractor's Project Manager**
Mike Ginsbach, Construction Services Manager / Special Inspector
9120 SW Pioneer Ct., Ste. B, Wilsonville, OR 97070
(503) 682-1880, mike@nwgeotech.com

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

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

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

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

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

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

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

Section 21. Ownership of Intellectual Property.

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

Product is the property of the Contractor-Architect, by execution of this Agreement, the Contractor-Architect grants to City an exclusive and irrevocable license to use the Work Product.

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

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

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

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

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

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

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

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

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

eliminate such a cause of delay or default and must diligently pursue performance of its obligations under this Contract.

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

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

Section 32. Indemnification.

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

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

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employers, agents, or subcontractors, with \$1,000,000 per occurrence and a \$2,000,000 umbrella.

- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and in the aggregate. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- E. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 34. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.
- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:
 - (i) Termination of this Agreement;
 - (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - (iv) Exercise of its right of setoff.

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

- C. Default by City.** City is in default under this Agreement if:
 - (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- D. Contractor's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an

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

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

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

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

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

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

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

Section 35. Dispute Resolution.

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

- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
- (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
- (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.
- (iv) If Contractor is in disagreement with the City's Project Manager's decision, Contractor may seek review of the decision by the City's Public Works Director, or designee, by filing a request for review within 10 days of the City's Project Manager's written decision.
- (v) The City's Public Works Director will have 14 days to review the request and make a decision. If Contractor is agreeable with the City's Public Works Director, a Change Order will be processed consistent with the decision.

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

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

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

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

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

Section 39. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them.

BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED INTO BY:

Northwest Geotechnical Consultants, Inc.

City of Tualatin

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Provider's Federal ID Number or
Social Security Number

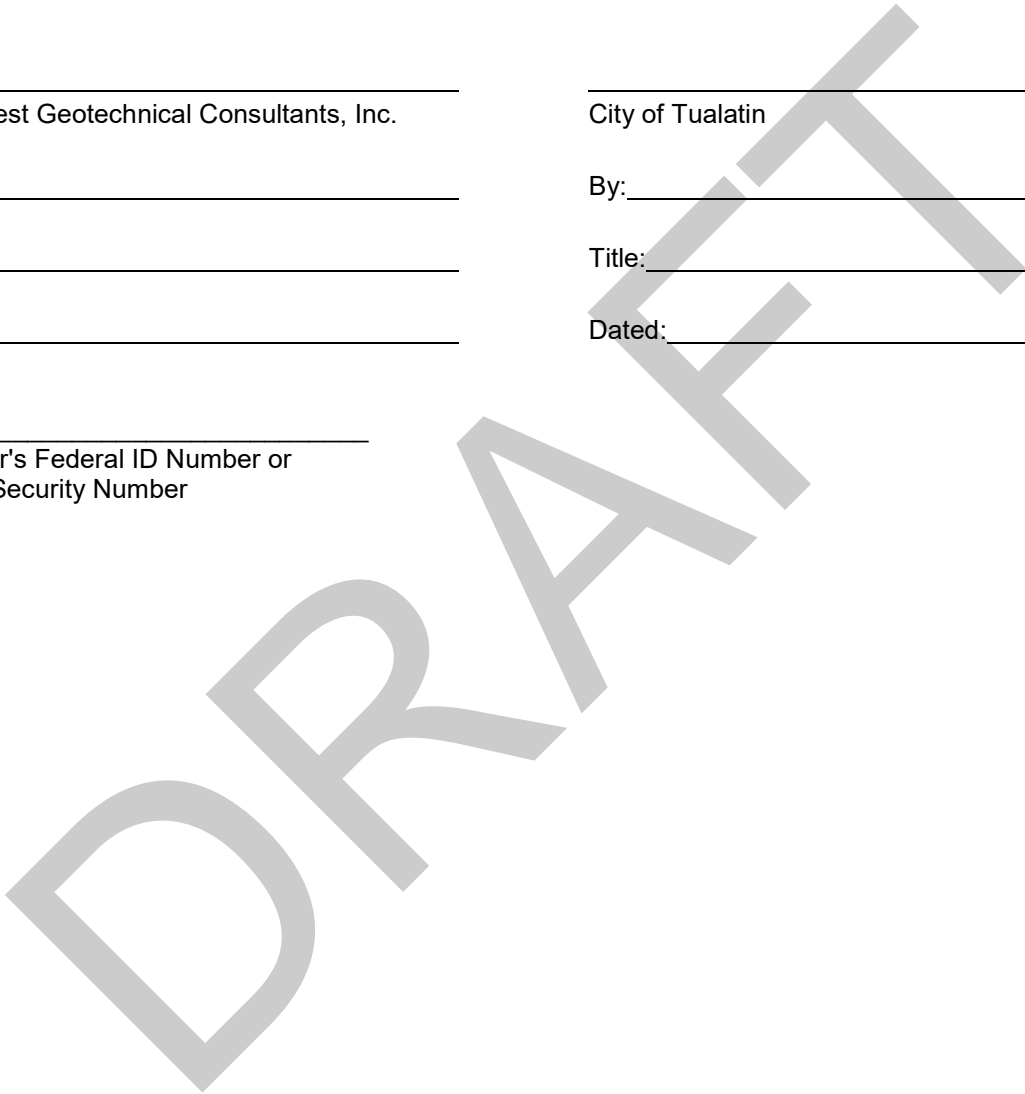


EXHIBIT A
CONTRACT #2223-025
STATEMENT OF WORK

Consultant shall perform the following Materials Testing and Inspection Services (for the City's capital projects and for private development) at the request of City:

Contractor shall provide the following in-house laboratory services:

1. Sieve analysis to determine soil and aggregate gradation and classification (ASTM C13, C117, D2487, & D2488).
2. Moisture-Density Relations (Proctors) of Soils and Soil Aggregate mixtures (ASTM D1557, D698).
3. Lab Determination of Soil Moisture (ASTM D2216).
4. Testing of Concrete (ASTM C39, & C617).
5. Extraction and Gradation Tests on Asphaltic Concrete Mixes (ASTM C136, D2041, D2172, and D4125) and AASHTO TP 53).
6. Mechanical Testing (Charpy V-notch, steel tensile testing, etc.)
7. LA abrasion testing (ASTM C131 & C535)
8. Oregon air degradation (ODOT TM 208)
9. Soundness of Aggregates (ASTM C88)
10. Linear Shrinkage of Concrete (ASTM C157)
11. Consolidation Testing (ASTM D2435)
12. Soil Direct Shear Testing (ASTM D3080)
13. Soil Triaxial Testing (ASTM D2450 & D4767)

The Contractor shall provide the following field-testing services:

Contractor shall perform the following testing and sampling services (ASTM standard or AASHTO equivalent):

- a) Sampling and testing of soils/aggregates (ASTM D75 and D6938)
- b) Sampling and testing of concrete (ASTM C 31, C138, C143, C172, C173, and C231).
- c) Sampling and testing of asphalt (ASTM D979, and D2950).

The Contractor shall provide the following special inspection services:

- a) Structural High Strength Bolt Testing
- b) Reinforced Concrete Inspection
- c) Prestressed / Post-Tensioned Concrete Inspection
- d) Structural Masonry Inspection
- e) Structural Steel and Bolting Inspection
- f) Structural Steel Welding Inspection
- g) Non-Destructive Testing (Ultrasonic Testing, Magnetic Particle Testing, Liquid Penetrant Testing, Radiography, GPR)
- h) Proprietary Anchors Inspection
- i) Fireproofing Inspection
- j) Shotcrete Inspection
- k) Wood Diaphragm/ Shear Wall Inspection
- l) Construction Vibration Monitoring
- m) Geophysical Site Investigation

Consultant may provide additional special testing services not otherwise listed. Contractor may use a subcontractor to meet any of the needs identified above or those needs not otherwise listed so long as they guarantee that the Services are performed by a laboratory which meets the minimum qualifications listed.

TIMELINES: Contractor must agree to the following minimum timelines:

- a) Standard in-lab testing: results within one week after sample delivery for laboratory services 1, 2, and 3.
- b) Hardened concrete testing: results within one week after curing period.
- c) Field testing: must perform testing within three days of request. Individual results time will vary.
- d) Special inspection: must perform services within three days of request. Individual results time will vary.

e) Non-defined services: per mutual agreement at the time the service is provisioned.

TRANSPORTATION AND EQUIPMENT REQUIREMENTS: Transportation to and from work sites, transportation of materials for field testing, and all equipment is the sole responsibility of Consultant.

Other than mileage as specified below, City shall not reimburse any expenses in excess of \$100 per assignment, unless agreed to in advance in writing by the City's Project Manager.

The City shall reimburse Consultant for mileage at the standard rate published by the Internal Revenue Service, which is 62.5 cents per miles as of July 1, 2022.

DRAFT

**EXHIBIT B
CONSTRUCTION SERVICES 2023 FEE SCHEDULE**

PERSONNEL

PER HOUR

Inspection and Testing Services

Earthwork Inspection and Testing (includes nuclear gauge)	\$ 84.00
Asphaltic Concrete Density Testing and Sampling (includes nuclear gauge)	\$ 84.00
Reinforced Concrete Inspection and Sampling	\$ 84.00
Prestressed Concrete Inspection	\$ 89.00
Masonry Inspection and Sampling	\$ 84.00
Epoxy and Expansion Anchor Inspection	\$ 84.00
Shotcrete Inspection and Sampling	\$ 89.00
Fireproofing Inspection and Sampling	\$ 89.00
Firestopping Inspection	\$ 110.00
Seismic Attachment Inspection	\$ 89.00
Structural Steel Inspection – Welding/Bolting	\$ 89.00
Cold-Formed Steel Framing Inspection	\$ 89.00
Structural Wood Inspection	\$ 89.00
Non-Destructive Weld Examination (UT, MT, PT)	\$ 110.00
ASNT Level III Services	\$ 155.00
Miscellaneous Field / Laboratory Technician Time	\$ 84.00
40-Hour HAZWOPER / Respirator-Trained / Confined Space Entry Technician	\$ 120.00
ODOT Certified Technician	\$ 95.00
ODOT Certified Mix Design Technician (CMDT, QCCS)	\$ 155.00
Radiography (Two Man Crew)	\$ 265.00
Ground Penetrating Radar (Two Man Crew)	\$ 375.00

Engineer Evaluation, Inspection & Testing Services & Miscellaneous Support Services

Principal Engineer / Geologist	\$ 195.00
Senior Engineer / Geologist	\$ 180.00
Technical Director	\$ 195.00
Project Engineer II / Geologist II	\$ 170.00
Project Engineer I / Geologist I	\$ 150.00
Construction Services/Laboratory Manager	\$ 150.00
Staff Engineer II / Geologist II	\$ 120.00
Staff Engineer I / Geologist I	\$ 110.00
Senior Engineering Technician/Lead Inspector	\$ 110.00
Engineering Technician	\$ 84.00
Draftsperson / CAD Technician	\$ 90.00
Administrative Support	\$ 65.00
Clerical Support	\$ 50.00

A minimum of two (2) hours per site visit will normally be charged for inspection and testing services Monday through Friday. A minimum of four (4) hours per site visit will normally be charged for all off-shift, Saturday, Sunday, and holiday work. Engineering technician rates include the use of nuclear density testing equipment, concrete slump, air content, and sampling equipment. Overtime is charged at a rate of 1.5 times the rates indicated above. Overtime is defined as work in excess of eight (8) hours per day or forty (40) hours per week, work after 6 pm or before 6 am, and all Saturdays, Sundays, and holidays. Overtime typically applies to inspectors/technicians and not to management or engineering staff. Time may be invoiced at 1.5 times the rates indicated if scheduling requests are less than the customary 24-hour notice.

EQUIPMENT

Vehicle Expense	\$ 0.65 per mile
Cargo/Flatbed Trailer	\$140.00 per day / \$ 385.00 per week
Coring Machine	\$ 165.00 per day
Mobile Coring Rig	\$ 250.00 per day
Generator	\$ 45.00 per day
Trash Pump	\$ 50.00 per day
Reinforcing Steel Locator	\$ 130.00 per day
Skidmore-Wilhelm Bolt Tension Verification Device	\$ 70.00 per day
Dynamic Cone Penetrometer	\$ 55.00 per day
Anchor Pull Test Device (Maximum 3/4" Diameter)	\$ 140.00 per day
Anchor Pull Test Device (Greater than 3/4" Diameter)	Quoted on Request
Torque Wrench (2,000 ft./lb. capacity)	\$ 130.00 per day
Torque Wrench (600 ft./lb. capacity)	\$ 55.00 per day
Torque Wrench (250 ft./lb. capacity)	\$ 40.00 per day
Rebound Hammer	\$ 110.00 per day
Fiber Optic Scope	\$ 45.00 per day
Wood Moisture Meter	\$ 25.00 per day
Non-Destructive Weld Examination Equipment (UT, MT, PT)	\$ 45.00 per day
Speedy Moisture Tester	\$ 40.00 per day
Manometer (Water Level)	\$ 55.00 per day
Floor Flatness/Floor Levelness Device	\$ 305.00 per day
Moisture Test Kit	\$ 35.00 each
Supplied Air Respirator System	\$ 240.00 per day
Oxygen Monitor	\$ 35.00 per day
Large Format Printing / Reproduction	\$ 0.60 per ft ²
Radiography Film	Quoted on Request

OUTSIDE SERVICES

Outside services are charged at cost plus 15 percent (no surcharge if billed directly to and paid by client). Typical outside services include: heavy equipment rental, travel and transportation, lodging, shipping charges, analytical laboratory testing, and expendable items. Necessary on-site facilities, utilities, parking, and access to the jobsite are presumably the responsibility of the Contractor or Client at no cost to NGI.

Sustenance will normally be charged at a rate of \$59.00 per day plus lodging when the project requires an overnight stay.

**EXHIBIT C
LABORATORY TESTING SERVICES 2023 FEE SCHEDULE**

SOIL AND ROCK TESTING

Atterberg Limits ASTM D4318; AASHTO T89/T90.....	\$ 250.00
Dry Prep Method Default, Wet Prep Additional.....	\$ 75.00
California Bearing Ratio (CBR)	
ASTM D1883; AASHTO T193.....	\$ 975.00
Constant Head Permeability of Granular Soils	
ASTM D2434.....	\$ 545.00
Consolidation (with Two Time Rates)	
ASTM D2435; AASHTO T216.....	\$ 645.00
Additional Load or Time Rate.....	\$ 65.00
Collapse Potential of Soils ASTM D5333.....	\$ 450.00
Direct Shear (3 points)	
ASTM D3080; AASHTO T236.....	\$ 735.00
Residual Direct Shear (Per Point).....	\$ 360.00
Expansion Index	
ASTM D4829; AASHTO T258.....	\$ 490.00
Flexible Wall Permeability	
ASTM D5084.....	\$ 470.00
Moisture Content ASTM D2216; AASHTO T265.....	\$ 30.00
Moisture Content and Dry Density ASTM D7263	
Method B, Direct Measurement.....	\$ 40.00
Method A, Water Displacement.....	\$ 79.00
Moisture Density Relationship - Modified	
ASTM D1557; AASHTO T180.....	\$ 360.00
Moisture Density Relationship - Standard	
ASTM D698; AASHTO T99.....	\$ 360.00
No. 200 Wash ASTM D1140; AASHTO T11.....	\$ 140.00
Organic Content ASTM D2974; AASHTO T267.....	\$ 145.00
Particle Size Analysis of Soil	
Without Hydrometer ASTM D6913/D1140	
(20 kg Maximum).....	\$ 240.00
With Hydrometer ASTM D422.....	\$ 305.00
With Hydrometer ASTM D7928.....	\$ 445.00
Oversized Sieve Analysis	
(per Additional 5 kg Processed).....	\$ 84.00
pH CalTrans 643; AASHTO T289.....	\$ 120.00
Resistance R-Value ASTM D2844; AASHTO T190.....	Quoted
Resistivity – Minimum	
ASTM G57; CalTrans 643; AASHTO T288.....	\$ 290.00
Specific Gravity of Soil	
ASTM D854; AASHTO T100.....	\$ 165.00
Swell or Settlement (One-Dimensional) Potential	
of Cohesive Soils ASTM D4546.....	Quoted
Triaxial Compression Test	
Unconsolidated-Undrained ASTM D2850.....	\$ 285.00
Consolidated Undrained ASTM D4767.....	Quoted
Unconfined Compression of Soil (Up to 8,000 lbs)	
ASTM D2166; AASHTO T208.....	\$ 160.00
Unconfined Compression of Rock Cores	
ASTM D4543/D7012 Method C.....	\$ 195.00
With Stress/Strain Measurements.....	\$ 260.00
Point Load Strength of Rock (Per Specimen)	
ASTM D5731.....	\$ 195.00
Splitting Tensile Strength of Rock - Brazilian	
ASTM D3967.....	\$ 195.00

AGGREGATE TESTING

Accelerated Expansion US ACOE CRD-C148.....	\$ 405.00
Clay Lumps & Friable Particles (Per Sieve)	
ASTM C142; AASHTO T112.....	\$ 150.00
Elongated Materials ODOT TM229; ASTM D4791.....	\$ 150.00
Fractured Faces ASTM D5821 (Each Size).....	\$ 150.00
L.A. Abrasion ASTM C131/C535; AASHTO T96.....	\$ 365.00
Lightweight Pieces ASTM C123; AASHTO T113	
(1½" Nominal Aggregate Size or Smaller)	
(2.0 Specific Gravity).....	\$ 370.00
(2.4 Specific Gravity).....	\$ 470.00

Moisture Density Relationship - Modified	
ASTM D1557; AASHTO T180.....	\$ 360.00
Moisture Density Relationship - Standard	
ASTM D698; AASHTO T99.....	\$ 360.00
No. 200 Wash ASTM C117; AASHTO T11.....	\$ 140.00
Oregon Air Degradation; ODOT TM208.....	\$ 345.00
Organic Impurities ASTM C40.....	\$ 130.00
Sand Equivalent ASTM D2419; AASHTO T176.....	\$ 180.00
Sieve Analysis ASTM C136; AASHTO T27	
(1½" Nominal Aggregate Size or Smaller,	
20 kg Maximum).....	\$ 190.00
Sieve Analysis Combined with No. 200 Wash	
ASTM C136/C117; AASHTO T27/T11	
(1½" Nominal Aggregate Size or Smaller,	
20 kg Maximum).....	\$ 240.00
Oversized Sieve Analysis	
(per Additional 5 kg Processed).....	\$ 84.00
Soundness - Magnesium or Sodium, 5 cycles	
ASTM C88; AASHTO T104.....	\$ 470.00
Specific Gravity and Absorption Coarse Aggregate	
ASTM C127; AASHTO T85.....	\$ 190.00
Specific Gravity and Absorption Fine Aggregate	
ASTM C128; AASHTO T84.....	\$ 180.00
Uncompacted Void Content of Fine Aggregate	
ASTM C1252; AASHTO T304.....	\$ 240.00
Unit Weight and Voids in Aggregate ASTM C29;	
AASHTO T19.....	\$ 165.00
Wood Particles; ODOT TM225.....	\$ 120.00

CONCRETE AND MASONRY TESTING

Concrete or Grout Mix Design.....	Quoted
Compression Test, 4" x 8" or 6" x 12" Cylinder	
ASTM C39; AASHTO T22 (up to 6,000 psi).....	\$ 30.00
Compression Test, 4" x 8" or 6" x 12" Cylinder	
ASTM C39; AASHTO T22 (over 6,000 psi).....	\$ 50.00
Compression Test, Core ASTM C42; AASHTO T24.....	\$ 125.00
Compression Test, Grout Prism	
ASTM C1019.....	\$ 40.00
Compression Test, Mortar Cube or 2" x 4"	
Cylinder ASTM C109/C780;	
AASHTO T106.....	\$ 40.00
Compressive Strength of Masonry Block	
ASTM C90.....	\$ 150.00
Compressive Strength of Masonry Prism –	
Grouted or Ungouted ASTM C1314.....	\$ 150.00
Density, Absorption, and Voids in Hardened	
Concrete ASTM C642.....	\$ 225.00
Flexural Test, 6" x 6" x 22"	
ASTM C78; AASHTO T97.....	\$ 125.00
Moisture Content, Unit Weight, Percent Net	
Area & Absorption of Masonry Block	
ASTM C140 (Each).....	\$ 150.00
Split Tensile Testing of Concrete ASTM C496.....	\$ 150.00
Potential Alkali Reactivity of Aggregates	
(Mortar-Bar Method) ASTM C1260/C1567.....	\$ 985.00

ASPHALTIC CONCRETE TESTING

Asphaltic Concrete Mix Design.....	Quoted
Core Density and Thickness ASTM D2726/D1188.....	\$ 95.00
Theoretical Maximum Specific Gravity	
ASTM D2041; AASHTO T209.....	\$ 165.00
Oil Content/Gradation Ignition	
ASTM D6307; AASHTO T308.....	\$ 295.00
Oil Content Calibration Ignition ASTM D6307;	
ODOT TM323 (Per Each Temperature).....	\$ 465.00
(With RAP).....	\$ 685.00
Asphaltic Concrete Mix Design Superpave Verification Set	
(VMA, VFA, Bulk Density) ASTM D6925;	
AASHTO T312.....	\$ 635.00

EXHIBIT C
LABORATORY TESTING SERVICES 2023 FEE SCHEDULE

NOTES & POLICIES

- Services and fees not listed will be quoted upon request.
- Turn-around times can vary greatly depending upon sample condition, workload, and the number of tests requested. Please consult the Laboratory Supervisor when samples arrive.
- “Rush” lab services requiring overtime will be charged at a rate of 1.5 times the rates indicated. Overtime is defined as work after 6 pm or before 6 am, and all Saturdays, Sundays, and holidays. Overtime typically applies to inspectors/technicians and not to management or engineering staff.
- “Rush” lab services guarantees priority. Super “Rush” lab services may be negotiated.
- Samples requiring additional processing time, remolding, longer saturation times, alternate test cycles/schedules, early or special reporting, saw cutting, capping, grinding, photographing, logging, classification, etc., beyond what is normally required for the test will be invoiced at the Laboratory Technician rate of \$84.00 per hour or Senior Technician rate of \$110.00 per hour.
- Additional processing time may be invoiced for testing of aggregate over 1½” nominal size.
- Laboratory test rates are for uncontaminated materials delivered to our office. Charges for testing of contaminated materials will be provided on a case-by-case basis. Contaminated (or suspected contaminated) materials shall be collected by the Client for disposal after testing unless otherwise established.
- All ODOT and USACE materials testing will incur a 15 percent surcharge.
- Outside services are charged at cost plus 15 percent (no surcharge if billed directly to and paid by Client).
- Laboratory Manager rate of \$150.00 per hour will be charged when applicable.
- Sample storage for aggregate and asphaltic concrete samples is 30 days after testing typically and 90 days for geotechnical/soil samples. Extended sample storage may be invoiced the greater of \$150.00 per month or 5 percent of the associated laboratory fee.
- A minimum charge of \$500.00 will be required to establish a new Client services agreement. Any unused balance will be credited for future testing.
- A minimum of \$200.00 will apply for a testing assignment scheduled on a Saturday, Sunday, or holiday.
- Fees are based on standard sample sizes.
- Soil descriptions and identifications are not provided with test results unless requested and appropriate classification tests (i.e., Atterberg, grain size, etc.) are also assigned.

DRAFT



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Clay Reynolds, Maintenance Services Manager
DATE: November 14, 2022

SUBJECT:

Consideration of **Resolution No. 5657-22** Authorizing the City Manager to Execute Deeds Granting an Easement to PGE for Utilities Associated with the EV charging infrastructure at the Tualatin City Services Site at 10699 SW Herman Road.

RECOMMENDATION:

Staff recommends the Council approve the resolution.

EXECUTIVE SUMMARY:

Resolution No. 5657-22 authorizes the city manager to execute legal documents to grant PGE an easement needed to construct and maintain the utilities associated with EV infrastructure at the Tualatin City Services site.

The easement affects a strip of land approximately 21.00 foot wide located in the northeast one quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin and more particularly described in Exhibit "A" (Easement Legal Description) and as depicted in Exhibit "B" (Map) attached hereto. The City's operations will not be impacted by the utilities or granting of this easement from the south of the property to Building B.

In order to have space for construction, and access for future maintenance of the utilities, PGE needs to acquire one (1) easement as follows:

City of Tualatin (Tax Lot 2S122AD00200)

- Property includes a twenty-one (21) foot wide tract of land located in the northeast one quarter of Section 22. PGE is requesting a Permanent Utility Easement (Tax Lot 00200: 6,241 sq. ft.)

ATTACHMENTS:

- Resolution No. 5657-22
- Exhibits A and B showing the area to be granted on the City of Tualatin property
- 10699 SW HERMAN RD City of Tualatin Amended and Restated Easement

RESOLUTION NO. 5657-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS GRANTING AN EASEMENT TO PGE FOR UTILITIES ASSOCIATED WITH THE EV CHARGING INFRASTRUCTURE TUALATIN CITY SERVICES SITE AT 10699 SW HERMAN ROAD.

WHEREAS, Portland General Electric Company (PGE) is providing utility services to the Tualatin City Services Site at 10699 SW Herman Rd;

WHEREAS, PGE has identified the need to acquire an easement for utilities from the City in order to facilitate the service line installation for the EV charging stations infrastructure on the Tualatin City Services Site; and

WHEREAS, PGE has negotiated with the City to acquire a permanent utility easement.

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

Section 1. The City Manager is authorized to execute deeds for the following property:

- Tax Lot 2S122AD00200 – City of Tualatin

Section 2. The City Manager is hereby authorized to execute all documents necessary to grant easements identified in Section 1.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 14th day of November, 2022.

CITY OF TUALATIN, OREGON

ATTEST:

BY _____
Mayor

BY _____
City Recorder

CES|NW

EXHIBIT 'A'

Tualatin Operations Center
October 21, 2022

Tax Map 2S122AD
Tax Lot 00200

(PGE EASEMENT)

A 21.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY DEED IN DOCUMENT NUMBER 2000-010193 AS PARCELS 2 AND 3, WASHINGTON COUNTY DEED RECORDS, SAID STRIP ALSO BEING A PORTION OF TRACT 12 AND TRACT 15 "GLENMORAG PARK", WASHINGTON COUNTY PLAT RECORDS; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SW 108TH AVENUE (C. R. 1278) SAID POINT BEING SOUTH 45°20'59" WEST 46.09 FEET FROM A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351", BEING FOUND MONUMENT NUMBER [123] PER SURVEY NUMBER 32104, WASHINGTON COUNTY SURVEY RECORDS SAID POINT ALSO BEING NORTH 01°22'52" EAST 280.26 FEET FROM THE INTERSECTION OF SW HERMAN ROAD (C.R. 489) AND SW 108TH AVENUE; THENCE SOUTH 88°37'08" EAST 53.00 FEET; THENCE NORTH 01°22'52" EAST 297.19 PARALLEL AND 53.00 FEET EASTERLY OF THE CENTERLINE OF SAID SOUTHWEST 108TH AVENUE TO THE NORTHERLY LINE OF SAID TRACT 12; THENCE NORTH 88°37'08" WEST 53.00 FEET TO THE CENTERLINE OF SAID SW 108TH AVENUE; THENCE SOUTH 01°22'52" WEST 297.19 ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

EXCLUDING ANY PORTION FALLING WITHIN THE EXISTING RIGHT OF WAY OF SW 108TH AVENUE (C.R. 1278).

THE BASIS OF BEARINGS AND BOUNDARY DETERMINATION ARE PER SURVEY NUMBER 32104, WASHINGTON COUNTY SURVEY RECORDS.

CONTAINING 6,241 SQUARE FEET, MORE OR LESS.
PREPARED BY CESNW, INC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paul A. Kohn

OREGON
MAY 21, 2013 PAUL
ALLEN KOHN
58964PLS

RENEWS: 6/30/23

EXHIBIT 'B'

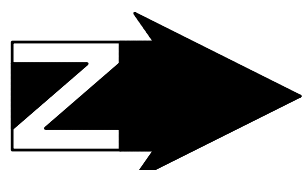
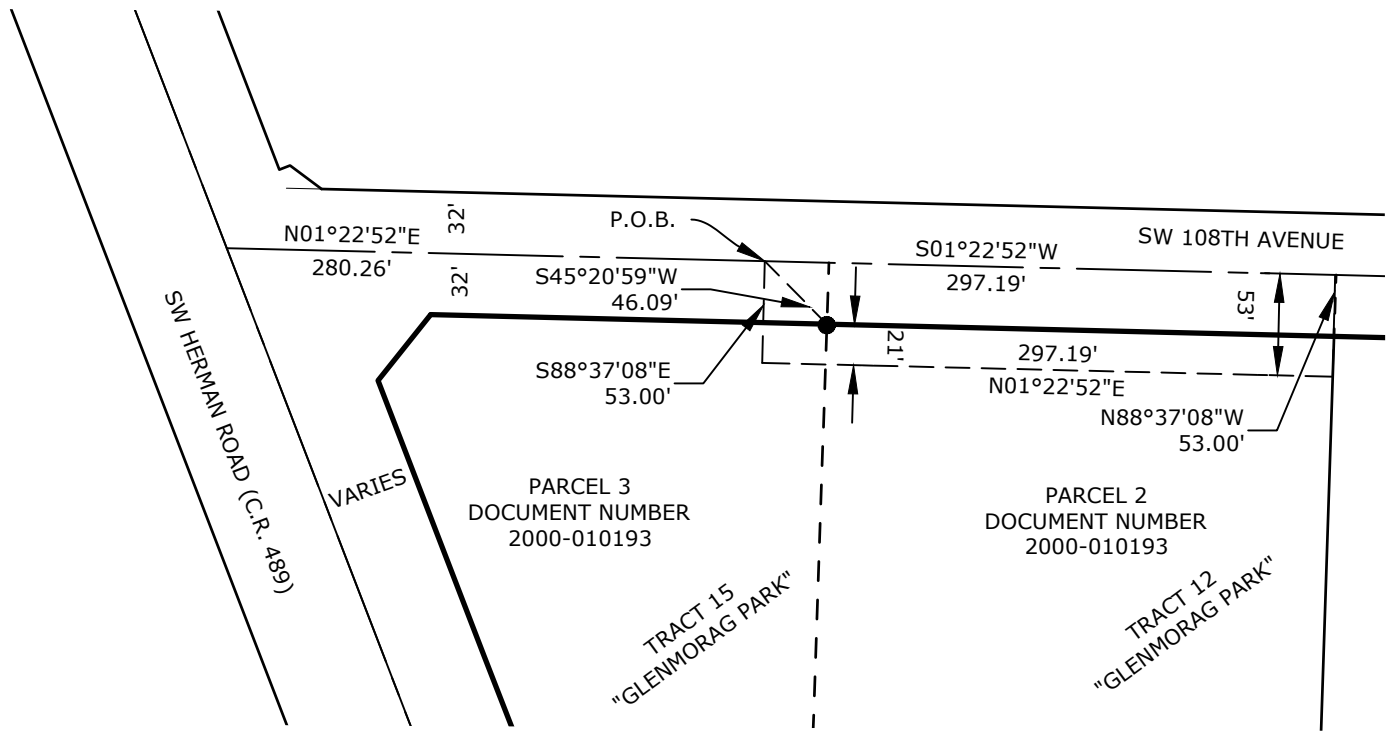
A PORTION OF TRACT 12 AND TRACT 15,
 GLENMORAG PARK, LOCATED IN THE NORTHEAST
 ONE QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH,
 RANGE 1 WEST, W.M. CITY OF TUALATIN,
 WASHINGTON COUNTY, OREGON

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Paul A. Kohn

OREGON
 MAY 21, 2013
 PAUL ALLEN KOHN
 58964PLS

RENEWS: 6/30/23



LEGEND

● = 5/8"X30" IRON ROD W/YPC STAMPED
 "PLS 2351"

1 INCH = 100 FEET





After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

Grantor's Mailing Address:
City of Tualatin
P.O. Box 369
Tualatin, OR 97062

(Space above this line for Recorder's use)

Grantor: **City of Tualatin**

Grantee: **Portland General Electric Company**

APN/APN2: 2S122AD00200/R530134

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged CITY OF TUALATIN, a municipal corporation ("Grantor") hereby grants, conveys and warrants to PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, and its successors and assigns ("Grantee"), a nonexclusive, perpetual easement and right-of-way (the "Easement") over, under, upon, through and across the real property situated in Washington County, Oregon (the "Property").

The Easement affects a strip of land approximately twenty one feet in width and approximately 6,241 square feet (the "Easement Area"), and more particularly described in Exhibit "A" (Easement Legal Description) and as depicted in Exhibit "B" (Map) attached hereto. As used herein, the term "Systems" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more

Systems (“Permitted Uses”) and the right of ingress to and egress from, along and upon said Easement Area and over and across the Property and Grantor’s adjoining property interests, in connection with or related to the Permitted Uses. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee’s rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

Grantor’s Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee’s rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

Liabilities. Subject to the Oregon Tort Claims Act, in no event shall Grantor or Grantee be liable to one another or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that either party finds it necessary to enforce any right under this Easement, the party shall be entitled to all reasonable costs and attorney’s fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement on the Property. For the avoidance of doubt, this Easement does not amend, alter, supersede or terminate any franchise agreement between Grantee and Grantor. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages,

injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities.

The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, the Parties have caused it to be executed as of the first date indicated above.

GRANTEE:
Portland General Electric Company

GRANTOR:
CITY OF TUALATIN

By: _____

By: _____

Printed Name: Jennifer Santhouse

Name: _____

Title: Manager, Property Services and Right-of-Way

Title: _____

Acknowledgment on following page

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Jennifer Santhouse** as the authorized representative of Portland General Electric Company, personally appeared before me, and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated: _____, 20__.

Notary Public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as _____ of **City of Tualatin** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20__.

Notary Public for _____
Printed Name: _____
My commission expires: _____



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: 11/14/2022

SUBJECT:

Consideration of Approval of a Change in Liquor License Application for Baja Fresh

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Baja Fresh.

EXECUTIVE SUMMARY:

Baja Fresh has submitted a change in application under the liquor license category of full on-premises. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. The business is located at 17805 SW 65th Ave. 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: Finance
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date 10-20-22

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): Baja Fresh

Business address 17805 SW 65th Ave City Tualatin State OR Zip Code 97305

Mailing address 17805 SW 65th Ave City Lake Oswego State OR Zip Code 97035

Telephone # 503-620-6732 Fax # _____

Email kmsey@BajaFreshLO.com

Name(s) of business manager(s) First Ramsey Middle K Last ZAWLDET

(attach additional pages if necessary)

Type of business Restaurant

Type of food served Mexican

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

Days and hours of operation 10:30 AM - 9:00 PM - 7 days

Food service hours: Breakfast 10:30 AM Lunch → Dinner 9:00 PM

Restaurant seating capacity 110 Outside or patio seating capacity 35

How late will you have outside seating? 9:00 PM How late will you sell alcohol? 9:00 PM

How many full-time employees do you have? 10 Part-time employees? 12

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

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

Fresh Ventures LLC
Type of liquor license (refer to OLCC form) _____

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.

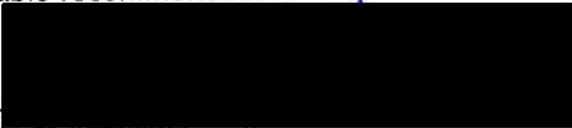
Full name: Ramsal Zawideh _____

Full name: Karla Zawideh Date of birth: 

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.

 10/20/2022
Signature of Applicant _____ Date _____

For City Use Only

Sources Checked:

- DMV by AB
- LEDS by AB
- TuPD Records by AB
- Public Records by AB

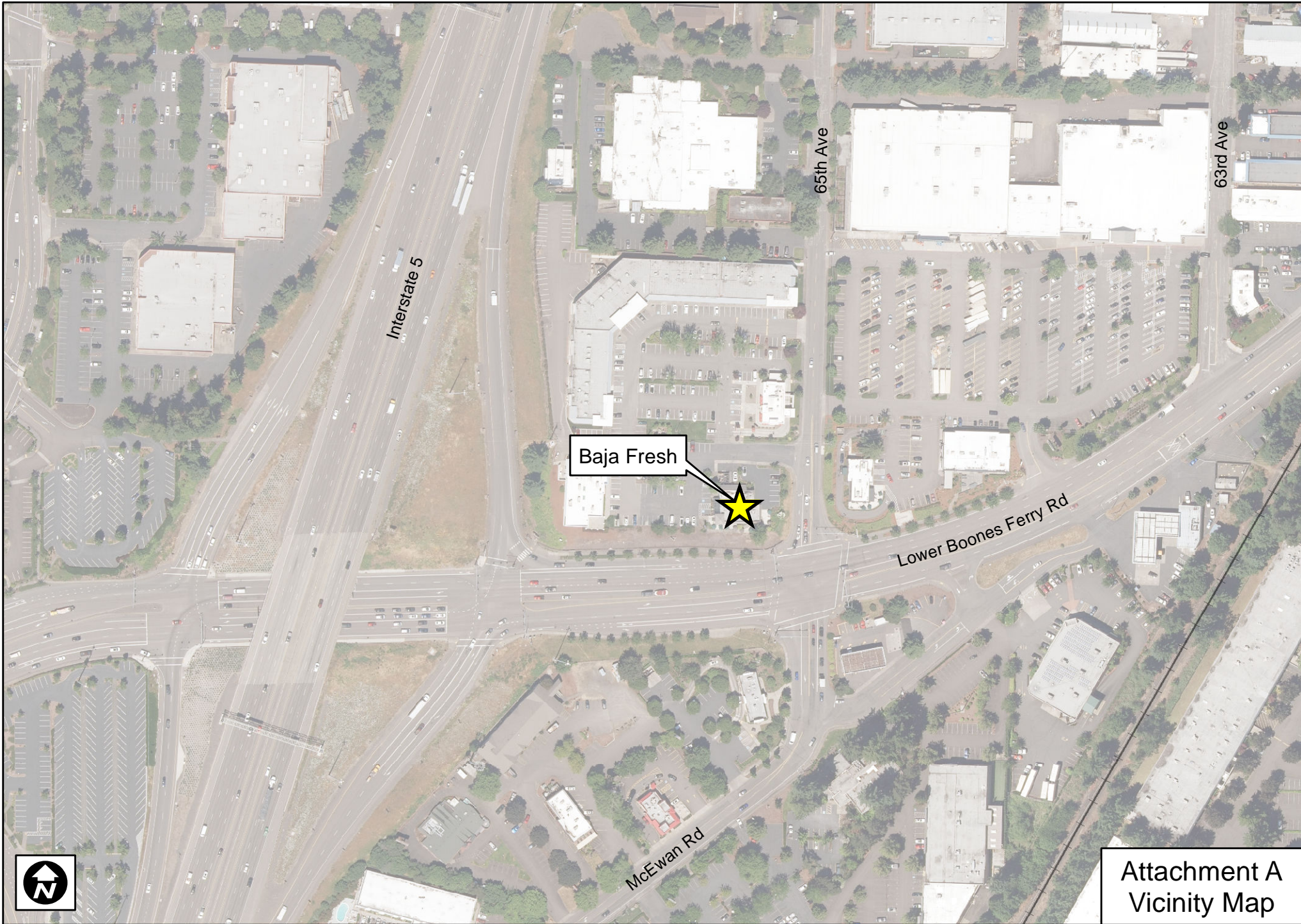
- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

- Granted
- Denied

Cause of unfavorable recommendation: _____

 10/28/22
Signature _____ Date _____
Greg Pickering
Chief of Police
Tualatin Police Department



Baja Fresh



Interstate 5

65th Ave

63rd Ave

Lower Boones Ferry Rd

McEwan Rd



Attachment A
Vicinity Map



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: 11/14/2022

SUBJECT:

Consideration of Approval of a New Liquor License Application for Fiasco Enterprises

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Fiasco Enterprises.

EXECUTIVE SUMMARY:

Fiasco Enterprises has submitted a new application under the liquor license category of full off-premises. Under the category of off-premise sales, they may sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. In addition this category allows for providing sample tastings of malt beverages, wine, and cider for consumption on the premises. The business is located at 18725 SW Boones Ferry Road. 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: Finance
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date 10/14/22

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): Fiasco Enterprises

Business address 18725 SW Boomer Ferry Rd. - Tualatin, OR City Tualatin State OR Zip Code 97062

Mailing address PO Box 1935 City Tualatin State OR Zip Code 97062

Telephone # 503 319 2410 Fax # 503 682 1313

Email joneintegritystaffingusa.com

Name(s) of business manager(s) First Jonathan Middle David Last Crane

Type of business Online Wine Sales of Imported Wines

Type of food served N/A

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

Days and hours of operation 24/7 (online)

Food service hours: Breakfast N/A Lunch - Dinner -

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

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

How many full-time employees do you have? 1 Part-time employees? 0

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants Fiasco Enterprises, Inc.

Type of liquor license (refer to OLCC form) OFF Premises

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

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

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

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name Fiasco Enterprises, Inc.
Business address 19775 SW Leamer Ferry Road - Tualatin OR 97062

(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 Jonathan Crane [REDACTED]

(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: Jonathan Crane [REDACTED]
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: _____ Date of birth: _____
Residence address: _____

Full name: _____ 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.

 _____ 10/14/22
Signature of Applicant Date

For City Use Only

Sources Checked:

- DMV by AB LEDS by AB TuPD Records by AB
 Public Records by AB

- 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: _____

 _____ 10/20/22
Signature Date

Greg Pickering
Chief of Police
Tualatin Police Department



Fiasco Enterprises



Attachment A
Vicinity Map



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Jonathan Taylor, Economic Development Manager
DATE: November 14, 2022

SUBJECT:

Public hearing on consideration of proposed Ordinance 1471-22 of the Tualatin City Council making certain determinations and findings relating to and approving the Core Opportunity and Reinvestment Area Plan and directing that notice of approval be published.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing to consider proposed Ordinance 1471-22.

EXECUTIVE SUMMARY:

Background:

Since 2018, the City of Tualatin has worked on several long-range projects to securely position our community for long-term economic prosperity beginning with the Tualatin|2040 project. That project detailed the constraints with the lack of land supply for residential and employment land development. To address these constraints, Council expressed interest in learning about urban renewal. Four education series were held and as a result Council directed staff to conduct two feasibility studies in the areas of the Southwest Industrial/Basalt Creek and the Town Core Areas. On September 28, 2020, the Tualatin City Council was presented the Proposed Study Area 2 Feasibility Study. The study indicated the total potential tax increment finance (TIF) revenue over a 30-year period is estimated to be between \$248.2 million and 362.7 million, depending on the future growth in assessed value in the area. Three growth scenarios were analyzed as described later in this report. This would support a total maximum indebtedness (i.e., the total principal amount of projects to be funded) between \$210 million and \$308.3 million. When accounting for inflation and adjusting the maximum indebtedness to be reported in constant 2020 dollars, we forecast the true financial capacity of the Urban Renewal Area to be between \$118.1 million and \$171.4 million.

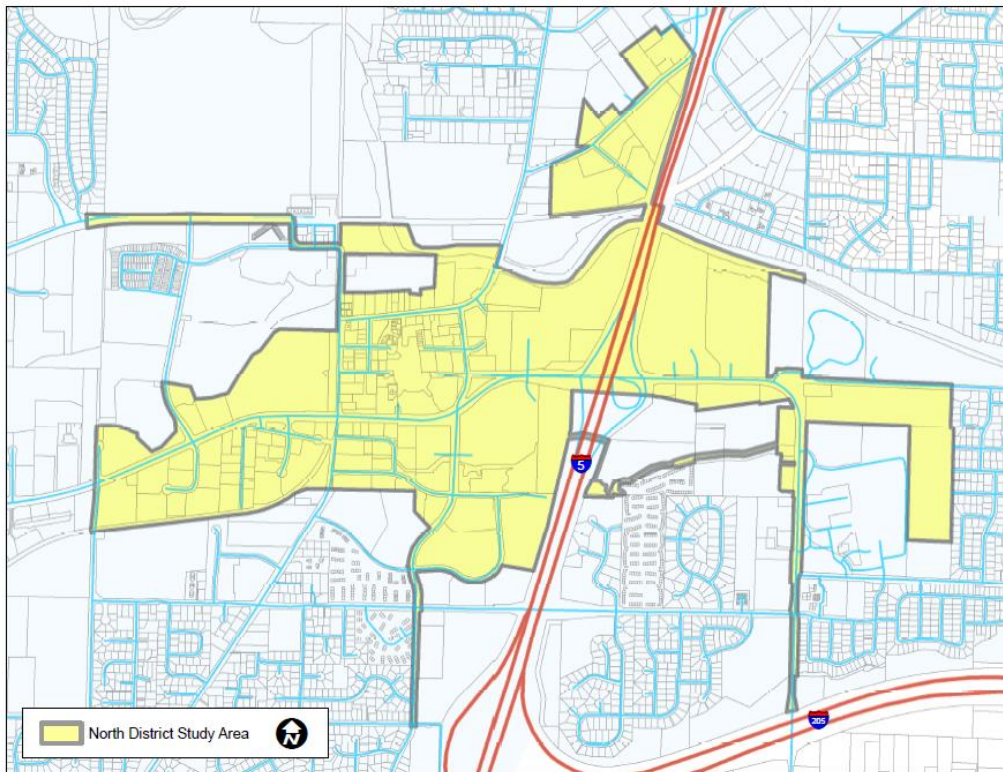
Beginning on March 29, 2021, staff held three preliminary sessions with Council to discuss the proposed study area's boundaries, existing conditions/challenges, and confirm priorities and goals previously identified in past phases to prepare for the April 26 workshop.

Identified Priorities/Goals:

- Establish or create a common identity
- Enhance connectivity
- Ensure a collaborative approach
- Protect and promote the natural environment
- Foster mixed-use development
- Expand housing options

The proposed boundary is shown in Figure 1.

Figure 1. Proposed Urban Renewal Boundary:



Working Group Recap:

On March 28, 2022 City Council passed Resolution 5607-22 establishing a ten member working group to: provide feedback on existing conditions of the area, proposed vision, and objectives; provide feedback on the proposed boundary, area projects, and project direction; and identify and recommend any additional projects for the proposed area. Working Group members were: Chief Cassandra Ulven (Tualatin Valley Fire and Rescue), Susan Noack (Tualatin Chamber of Commerce), Cathy Holland (Commercial CIO), Councilor Christen Sacco, Mayor Frank Bubenik, Dr. Aaron Welk, Doug Ulmer, Beth Sethi, Jamison Shields, Denise Cline (TPark).

The Work Group met on April 21, 2022 (Session 1), May 18, 2022 (Session 2), June 16, 2022 (Session 3), and August 9, 2022 (Session 4). Session 1 provided an introduction of the Working Group Members, staff and consultant; the purpose and task of the Working Group, Plan vision discussion, and Plan Priorities and Values. Session 2 focused on urban renewal basics and a strengths, weaknesses, opportunities, and threats (SWOT) exercise for the proposed boundary. Session 3 continued the SWOT exercise from Session 2 and the Working Group discussed Plan Area proposed projects. Session 4 presented the final vision, altered boundary based on prior discussions, and recommended goals, strategies and projects.

Public Outreach Efforts:

- February 9, 2022 – Tualatin Chamber of Commerce
- March 12, 2022 – Tualatin Parks Advisory Committee Presentation
- May 19, 2022 – Planning Commission Work Session
- May 2, 2022 – Portland General Electric Meeting
- June 21, 2022 – Commercial Citizen Involvement Organization Meeting
- July 20, 2022 – Level Development (Private Developer Meeting)
- July 21, 2022 – Macadam Forbes (Private Developer Meeting)

Plan Vision:

The Plan document vision takes existing work from prior strategic planning efforts and past conversations and recommendations and consolidates them into one purpose. This vision will be utilized for the adopted plan document that will direct funding and policy priorities for future efforts in the proposed area. The following is the proposed vision:

The Core Opportunity and Reinvestment Area Plan is a guiding document in our community's sustainable effort to strengthen the social, cultural, environmental, and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and create an active civic core.

GOAL 1: BLIGHT REMEDIATION

Encourage and facilitate the redevelopment of historically underutilized and vacant parcels and buildings through direct or public-private partnerships.

Implementation Summary: Incentivize public and private development that reduces the acreage of historically underutilized and vacant parcels and buildings.

Strategy 1: Encourage redevelopment of dilapidated parcels within Plan Area.

- Action 1.1: Evaluate opportunities to increase development of commercial and residential mixed-use development.*
- Action 1.2: Provide or fund additional infrastructure needed for increased commercial and residential development.*
- Action 1.3: Acquire property to ensure overall community and economic development needs are met and maintained.*

Strategy 2: Ensure development of vacant parcels within Plan Area flood plain.

- Action 2.1: Evaluate opportunities to increase opportunities for development.*
- Action 2.2: Allocate funding for infrastructure development for site development.*
- Action 2.3: Complete necessary site preparation and mitigation measures need for site development.*

Strategy 3: Reduce vacant commercial and industrial buildings in Plan Area.

- Action 3.1: Conduct market analysis and downtown planning for recruitment and development opportunities.*
- Action 3.2: Prioritize projects that maximize area prosperity and development that reduces existing vacancy rates.*
- Action 3.3: Ensure city owned parcels meet highest and best-use for Plan goals.*

Strategy 4: Leverage tax increment financing with additional funding tools to support economic development.

- Action 4.1: Evaluate opportunities to maximize total project funding with local, regional, state and federal partners.*
- Action 4.2: Provide incentives, rebates, and assistance where gap funding exists for private and public-private development projects.*

Strategy 5: Encourage employment growth and density development in existing areas.

- Action 5.1: Support redevelopment of underutilized commercial and industrial areas.*

GOAL 2: ENHANCED CONNECTIVITY

Provide residents and workers access to a connected and efficient multi-modal system within, and to/from Plan Area.

Implementation Summary: Construct or upgrade systems that promote efficient and effective transportation within and to the Plan Area.

Strategy 1: Development of main street corridors within Plan area.

Action 1.1: Completion of Area Transportation Plan.

Action 1.2: Develop a main street corridor within the Town Commons for enhanced access to existing businesses.

Strategy 2: Increase major arterial capacity within Plan Area

Action 2.1: Widen existing major arterial roads as identified in the Tualatin Transportation System Plan.

Action 2.2: Provide or fund additional infrastructure needed for increased commercial, industrial, and residential development.

Strategy 3: Improve existing intersections

Action 3.1: Ensure existing intersections along Tualatin-Sherwood Road promote safe pedestrian usage and ease of traffic flow to mitigate congestion growth.

Action 3.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.

Strategy 4: Expand area trail systems

Action 4.1: Connect existing trails for a complete recreational and multimodal system

Action 4.2: Complete unfinished trails

GOAL 3: MIXED-USE DEVELOPMENT

Encourage and facilitate attainable multi-family housing that's complementary to commercial development with expanded employment opportunities and life-style amenities.

Implementation Summary: Incentivize public and private development that creates an area where individuals live, work, shop, and play near major transportation infrastructure and quality-of-life amenities.

Strategy 1: Ensure an adequate supply of land is available and developable.

Action 1.1: Evaluate opportunities to increase development within Plan Area.

Action 1.2: Acquire land to ensure availability for future development.

Action 1.3: Fund infrastructure to support higher density commercial, industrial and residential development.

Action 1.4: Review and revise land use requirements and planning district designations, where necessary, to focus housing efforts on areas most suitable.

Strategy 2: Support development and preservation of housing.

Action 2.1: Support development of housing affordable to people who have incomes between 60-120% of median family income in Washington County.

Action 2.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.

Strategy 3: Adjust planning efforts based on economic and market landscapes.

Action 3.1: Fund planning efforts regarding zoning and development.

GOAL 4: ECONOMIC DEVELOPMENT

Cultivate opportunities for entrepreneurial growth within Plan Area.

Description: Provide small businesses with dedicated financing.

Strategy 1: Develop assistance opportunities to businesses in Plan Area.

Action 1.1: Provide capital improvement grants to businesses within Plan Area.

GOAL 5: COMMUNITY IDENTITY

Cultivate a shared community identity that represents the area's long standing culture and traditions while fostering community connections and healthy relationship with the environment and each other.

Strategy 1: Establish more recreational opportunities to the natural environment.

Action 1.1: Funding planning and construction efforts for recreational access to the Tualatin River.

Strategy 2: Develop a community identity.

Action 2.1: Fund efforts to establish community design standards for all development projects.

GOAL 6: INDUSTRIAL DEVELOPMENT

Promote dense industrial development in the southwestern area of the Urban Renewal Area.

Implementation Summary: Incentivize development that promotes denser employment opportunities while ensuring community identity and community health is maintained and enhanced.

GOAL 7: PUBLIC UTILITIES

To provide public utilities in the Plan Area as needed to facilitate growth and aesthetic quality.

Implementation Summary: Provide a fully funded utility infrastructure system that assist with eliminating existing blight and encourages future growth.

GOAL 8: FLOOD MITIGATION

Promote the public health, safety and general welfare while minimizing existing and future impact to public and private development due to flood conditions.

Implementation Summary: Provide resources to reduce flood condition impacts.

GOAL 9: ENVIRONMENTAL STEWARDSHIP

To protect Tualatin's original asset, its natural environment, the Commission will work to minimize future impacts to adjacent land where future projects may occur.

Identified Projects

The identified projects presented in the draft plan for the Core Opportunity and Reinvestment Area were sourced from existing strategic/development plans adopted by the City of Tualatin. The projects are divided into six areas of focus: Blight Remediation, Transportation, Land Acquisition/Disposition, Community Identity, Developer Incentives and Rebates, Economic Development and Administration.

Virtual Open House

A virtual, self-guided open house for interested individuals is currently available for the month of October 2022. This open house will provide stations to learn about the urban renewal efforts in the proposed area and to provide opportunities for public input and comments. The virtual open house is located on the City of Tualatin's Economic Development webpage.

Conformance to the Tualatin Development Code and the Tualatin Comprehensive Plan

On September 12, 2022, the Tualatin Development Commission adopted Resolution 633-22 to commence the formal review process and forwarded the proposed urban renewal plan to the Tualatin Planning Commission to determine conformance with the Tualatin Development Code and the Tualatin Comprehensive Plan. On October 20, 2022, the Tualatin Planning Commission approved by motion that the proposed Core Opportunity and Reinvestment Area Plan is in conformance with the Comprehensive Plan.

Tualatin Valley Fire and Rescue

The Board Members of Tualatin Valley Fire and Rescue were briefed on the proposed Plan at their September 27, 2022 meeting including providing information on the maximum indebtedness of the Plan.

Clackamas County Board of Commissioners

The Clackamas County Board of Commissioners were briefed on the proposed Plan at their October 19, 2022 meeting including providing information on the maximum indebtedness of the Plan.

Tigard-Tualatin School District

The Board Members of the Tigard-Tualatin School District were briefed on the proposed Plan at their October 17, 2022 meeting including providing information on the maximum indebtedness of the Plan.

Washington County Board of Commissioners

The Washington County Board of Commissioners were briefed on the proposed Plan at their October 25, 2022 meeting including providing information on the maximum indebtedness of the Plan.

Consult and Confer Recommendation Changes to Plan Document

The following proposed changes must be decided by the City Council to be included:

City of Tualatin

As inflationary aspects continue to rise, effects of future development and increased valuation may be depressed with multi-year periods. As a result, the proposed area plan maximum indebtedness may not be realized by the 30-year plan mark. As a result, the City of Tualatin has proposed the following changes that will allow for the possible extension of Plan term-length to meet the proposed maximum indebtedness.

Proposed language to Section 10: (page. 19)

- *Section X.D*

In year 20 and 25 of the Plan the Agency shall undertake a financial analysis of the Plan, including updated projections for tax increment finance revenues and evaluating the ability of the revenues to achieve or exceed the Plan's maximum indebtedness by the anticipated expiration date in FYE 2053.

The Agency shall consult and confer with affected taxing districts regarding the results of this financial and project update. The Agency may consider revenue sharing or shortening the time frame of the Plan if revenues are exceeding projections.

The Agency will also consider lengthening the duration of the Plan if the revenues are beneath those projected to reach the maximum indebtedness in a thirty year time frame. Any duration extension will not be considered until after 20 years after the effective date of the Plan and will only be considered

if the original maximum indebtedness is not projected to be reached within the thirty year time frame.

Washington County Board of Commissioners (Letter - Attachment B)

On November 8, 2022, the Board of Commissioners of Washington County submitted a letter detailing suggested implementation policies to be considered when implementing this Plan. They have requested the following suggestions to be considered:

- *Proposed language to Goal 2: Enhanced Connectivity (page. 9)*
Proposed language: Strategy 5: Regional Coordination
Action 5:1: Coordinate with the Washington County's Land-use and Transportation Department to leverage URA resources and enhance efficiency with connectivity projects.
- *Proposed language to Goal 2: Enhanced Connectivity (page. 9)*
Proposed language: Strategy 6: Plan for potential regional projects insides and outside the plan area.
Action 6.1: Determine if expanding the Core Opportunity and Reinvestment Area boundary, or creation of a new urban renewal district, is the best option for major regional transportation0 projects like Southwest Corridor.
- *Proposed language to Goal 3: Mixed-Use Development Strategy 2.1 (page.10)*
Current language: Action 2.1: Support development of housing affordable to people who have incomes between 60-120% of median family income in Washington County.
Proposed language: Action 2.1: Support development of housing affordable to people who have incomes between 30% - 120% of median family income in Washington County.
- *Proposed language to Urban Renewal Projects, D. Community Identity (page. 14)*
Section D.1 Current Language: To design and construction a public gathering space and access point along the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.
Proposed language: Section D.1: To design and construction a public gathering space and access point along the Tualatin River. In addition, work with regional partners (like Clean Water Services) to mitigate impacts while enhancing environmental habituates near project area.

PUBLIC NOTICE

As required by ORS 457, the City of Tualatin has noticed this proposed Core Opportunity and Investment Area Plan by mailing notices to all utility customers of the City of Tualatin. In addition, the City of Tualatin noticed the public hearing in the Tigard-Tualatin Times.

OUTCOMES OF DECISION:

Upon the completion of the public hearing, the proposed ordinance and draft plan will advance to consideration for adoption on November 28, 2022.

ALTERNATIVES TO RECOMMENDATION:

None.

FINANCIAL IMPLICATIONS:

The City of Tualatin is projected to forego \$31,512,580 in permanent rate taxes, over the 30 year life of the district, as a result of the Plan. However, the Tualatin Development Commission will gain \$164,595,865 in revenue to allocate to important projects in the Plan Area.

ATTACHMENTS:

- Proposed Ordinance

Exhibit A: Plan

Exhibit B: Report

Exhibit C: Memo from Planning Commission

Exhibit D: Taxing District Recommendations

- Power Point

CITY OF TUALATIN
ORDINANCE NO. 1471-22

CONSIDERATION OF ORDINANCE 1471-22 OF THE TUALATIN CITY
COUNCIL MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING
TO, AND APPROVING, THE CORE OPPORTUNITY AND REINVESTMENT
AREA PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, the Tualatin Development Commission (“TDC”), as the duly authorized and acting urban renewal agency of the City of Tualatin, Oregon, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the TDC, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Core Opportunity and Reinvestment Area Plan dated November 28, 2022, and attached hereto as Exhibit A (the “Plan”) and incorporated herein by reference, and the Plan authorizes certain urban renewal activities within the Core Opportunity and Reinvestment Area (the “Area”); and

WHEREAS, the TDC has caused the preparation of a certain Report Accompanying the Core Opportunity and Reinvestment Area Plan dated November 28, 2022, and attached hereto as Exhibit B (the “Report”) to accompany the Plan as required under ORS 457.087); and

WHEREAS, the TDC forwarded the Plan and Report to the Tualatin Planning Commission (the “Commission”) for review and recommendation, and the Commission considered the Plan and Report on October 20, 2022 and adopted a finding that the Plan conformed with the Tualatin Comprehensive Plan; a memorandum from the Planning Director regarding this action is attached hereto as Exhibit C; and

WHEREAS, the Plan and the Report were forwarded on September 29, 2022 to the governing body of each taxing district affected by the Plan, and the TDC has thereafter consulted and conferred with each taxing district; and

WHEREAS, on October 17, 2022 the City met with the Board of Clackamas County to review the Plan, including the proposed maximum indebtedness for the Plan; and

WHEREAS, on October 25, 2022 the City met with the Board of Washington County to review the Plan, including the proposed maximum indebtedness for the Plan; and

WHEREAS, in November 2022, the City caused notice of a hearing to be held before City Council on the Plan, including the required statements of ORS 457.120(3), to be mailed to utility customers within City’s incorporated limits; and

WHEREAS, on November 14, 2022, the City Council held a public hearing to review and consider the Plan, the Report, the recommendation of the Tualatin Planning Commission, and the public testimony received on or before that date and to receive additional public testimony; and

WHEREAS, the City Council has determined that the Plan conforms with all applicable legal requirements; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Plan.

NOW THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The Council adopts the Core Opportunity and Reinvestment Area Plan in Exhibit A, adopts the Report in Exhibit B, and adopts the Planning Commission Recommendation in Exhibit C. The Core Opportunity and Reinvestment Area Plans approved and adopted based upon review and consideration by the City Council, the Tualatin Planning Commission Recommendations, taxing district recommendations in Exhibit D each of which is hereby accepted, as well as the public testimony in the record.

Section 2. The Plan complies with all applicable requirements of ORS Chapter 457 and the specific criteria of ORS 457.095, in that, based on the information provided in the Report, the Tualatin Planning Commission Recommendation, and the public testimony before the City Council:

1. The process for the adoption of the Plan has been conducted in accordance with the applicable provisions of Chapter 457 of the Oregon Revised Statutes and all other applicable legal requirements; and
2. The area designated in the Plan as the Core Opportunity and Reinvestment Area is blighted, as defined by ORS 457.010(1) and is eligible for inclusion within the Plan because of conditions described in Section XI of the Report, including the existence of inadequate streets and other rights of way, open spaces, and utilities, and underdevelopment of property within the Area (ORS 457.010(1)(e) and (h)); and
3. The rehabilitation and redevelopment described in the Plan to be undertaken by the TDC is necessary to protect the public health, safety or welfare of the City because, absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according to the goals of the City's Comprehensive Plan; and
4. The Plan conforms to the Tualatin Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in Section XIII of the Plan and in the Tualatin Planning Commission Recommendation attached hereto as Exhibit C; and

5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Plan and therefore the Plan does not include provisions to house displaced persons; and
6. Adoption of and carrying out the Plan is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to Article IX, section 1c, of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in Sections IV and V of the Report; and
7. The City shall assume and complete any activities prescribed it by the Plan; and
8. The TDC consulted and conferred with affected overlapping taxing districts prior to the Plan being forwarded to the City Council; and

Section 3. The City Manager shall forward forthwith to the TDC a copy of this Ordinance.

Section 4. The TDC shall thereafter cause a copy of the Plan to be recorded in the Records of Washington County, Oregon and Clackamas County, Oregon.

Section 5. The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of this Ordinance approving the Plan, including the provisions of ORS 457.135, in the Tigard-Tualatin Times no later than four days following adoption of this Ordinance.

Section 6. The City Manager is delegated the authority to conduct any and all actions necessary to carry out the intent of this Ordinance and ensure compliance with law.

ADOPTED by the City Council this 28 day of November, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

The Core Opportunity and Reinvestment Area Plan
DRAFT



City of Tualatin

Core Opportunity Reinvestment Area Plan

Approved by the City of Tualatin

DATE

Ordinance No. 2022 –

If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

LIST OF PARTICIPANTS

Mayor

Frank Bubenik

City Council

Nancy Grimes, Council President

Maria Reyes

Christen Sacco

Bridget Brooks

Cyndy Hillier

Valerie Pratt

Planning Commission

Bill Beers, Chair

Brittany Valli

Janelle Thompson

Daniel Bachhuber

Ursula Kuhn

Randall Hledik

Zach Wimer

City of Tualatin Staff

Sherilyn Lombos, City Manager

Megan George, Deputy City Manager

Don Hudson, Assistant City Manager/
Finance Director

Kim McMillan, Community Development
Director

Steve Koper, Assistant Community
Development Director/Planning Manager

Jonathan Taylor, Economic Development
Manager

Work Group

Frank Bubenik, Mayor

Denise Cline, Tualatin Parks Commission

Cathy Holland, Commercial CIO

Susan Noack, Chamber of Commerce

Stu Peterson, Macadam Forbes

Christen Sacco, City of Tualatin City Council

Beth Sethi, Resident

Jamison Shields, Martinazzi Woods CIO

Doug Ulmer, East Tualatin CIO

Cassandra Ulven, Public Affairs Chief, Tualatin
Valley Fire and Rescue (TVF&R)

Aaron Welk, Business Owner, CAPB

Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard, Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk, Ali Danko, Rob Wyman

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I. DEFINITIONS

“Agency” means the Tualatin Development Commission (TDC). The TDC is responsible for administration of the urban renewal plan.

“Area” means the properties and rights-of-way located with the Core Opportunity Reinvestment Area Boundary.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the urban renewal plan.

“City” means the City of Tualatin, Oregon.

“City Council” or “Council” means the Tualatin City Council.

“Comprehensive Plan” means the City of Tualatin comprehensive land use plan and its implementing ordinances, policies, and standards.

“County” means Washington County, Oregon or Clackamas County, Oregon. When used, it will not specifically which county.

“Fiscal year ending” means the year commencing on July 1 and closing on June 30 of the next year.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within an urban renewal area at the time of adoption. The county assessor certifies the assessed value after the adoption of an urban renewal plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes. Chapter 457 specifically relates to urban renewal.

“Planning Commission” means the Tualatin Planning Commission.

“Revenue sharing” means under-levying tax increment proceeds to effectively share a portion of the revenue with the other taxing districts who levy permanent rate taxes in the urban renewal area as defined in ORS 457.470.

“Tax increment financing (TIF)” is a method of funding urban renewal projects and programs through incurring debt that is repaid by the division of taxes accomplished through the adoption of an urban renewal plan.

“Tax increment finance revenues” means the funds allocated by the assessor to an urban renewal area due to increases in assessed value over the frozen base within the area.

“UGB” means urban growth boundary.

“Urban renewal area (URA)” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.160.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

II. INTRODUCTION

Plan background

Since 2018, the City of Tualatin has worked on several long-range projects to securely position our community for long-term economic prosperity beginning with the Tualatin | 2040 project. That project detailed the constraints with the lack of land supply for residential and employment land development. To address these constraints, Council expressed interest in learning about urban renewal. Four education series were held and as a result Council directed staff to conduct two feasibility studies in the areas of the Southwest Industrial/Basalt Creek and the Town Core Areas.

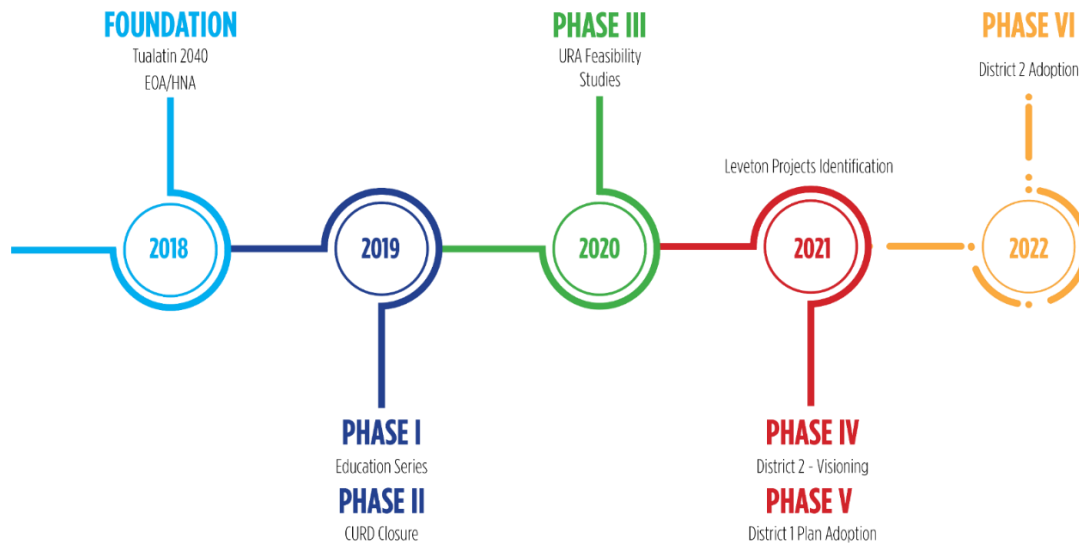


Figure 1. Timeline

On September 28, 2020, the Tualatin City Council was presented the Proposed Study Area 2 Feasibility Study. The study indicated the total potential tax increment finance (TIF) revenue over a 30- year period is estimated to be between \$248.2 million and 362.7 million, depending on the future growth in assessed value in the area. Three growth scenarios were analyzed as described later in this report. This would support a total maximum indebtedness (i.e., the total principal amount of projects to be funded) between \$210.0 million and \$308.3 million. When accounting for inflation and adjusting the maximum indebtedness to be reported in constant 2020 dollars, we forecast the true financial capacity of the URA to be between \$118.1 million and \$171.4 million.¹

¹ Impact options presented reflected 2023 dollars.

Beginning on March 29, 2021, staff held three preliminary sessions with Council to discuss the proposed study area's boundaries, existing conditions/challenges, and confirm priorities and goals previously identified in past phases to prepare for the April 26 workshop.

Identified Priorities/Goals:

- Establish or create a common identity
- Enhance connectivity
- Ensure a collaborative approach
- Protect and promote the natural environment
- Foster mixed-use development
- Expand housing options

Working Group Recap

On March 28, 2022 City Council passed Resolution 56087-22 establishing a ten member working group to: *provide feedback on existing conditions of the area, proposed vision, and objectives; provide feedback on the proposed boundary, area projects, and project direction; and identify and recommend any additional projects for the proposed area.* Working Group members were: Chief Cassandra Ulven (Tualatin Valley Fire and Rescue), Susan Noack (Tualatin Chamber of Commerce), Cathy Holland (Commercial CIO), Councilor Christen Sacco, Mayor Frank Bubenik, Dr. Aaron Welk, Doug Ulmer, Beth Sethi, Jamison Shields, Denise Cline (TPark).

The Work Group met on April 21, 2022 (Session 1), May 18, 2022 (Session 2), June 16, 2022 (Session 3), August 9, 2022 (Session 4). Session 1 provided an introduction of the Working Group Members, staff and consultant; the purpose and task of the Working Group, Plan vision discussion, and Plan Priorities and Values. Session 2 focused on urban renewal basics and a strengths, weaknesses, opportunities, and threats exercise for the proposed boundary. Session 3 continued the SWOT exercise from Session 3 and the Working Group discussed Plan Area proposed projects. Session 4 presented the final vision, altered boundary based on prior discussions, and recommended goals, strategies and projects.

The Working Group made the following specific suggestions:

- Rework the Vision Statement. "Make it more concise and direct."
- Focus on the key area of the Town Commons.
- Eliminate current development projects.
- Eliminate Quadrant 2 (Upper Industrial Area) due to lack of project capacity.
- Add in projects that promote, address, and fund projects for community identity.

Additional public outreach meetings included:

- February 9, 2022 – Tualatin Chamber of Commerce
- March 12, 2022 – Tualatin Parks Advisory Committee Presentation
- May 19, 2022 – Planning Commission Work Session
- May 2, 2022 – Portland General Electric Meeting

- June 21, 2022 – Commercial Citizen Involvement Organization Meeting
- July 20, 2022 – Level Development (Private Developer Meeting)
- July 21, 2022 – Macadam Forbes (Private Developer Meeting)

Additional opportunity for public input was provided at the Tualatin Development Commission (TDC) meeting on September 12, 2022, an online open house through the month of September and October 2022, the Tualatin Planning Commission meeting on September 22, 2022 and the Tualatin City Council public hearing on November 12, 2022 and vote on November 28, 2022. The City Council public hearing was noticed to utility customers of the City of Tualatin.

The Core Opportunity Reinvestment Area Plan Area (Area), shown in Figure 1, consists of approximately 410.1 total acres: 309.5 acres of land in tax lots and 100.6 acres of public rights-of-way. It is anticipated that the Core Opportunity Reinvestment Area Plan (Plan) will take thirty years of tax increment collections to implement. The maximum amount of indebtedness that may be issued for the Plan is not to exceed \$140,000,000 (One Hundred Forty Million dollars). Detailed financial analysis is in the Report Accompanying the Tualatin Urban Renewal Plan (Report).

Detailed goals and objectives developed for the Plan are intended to guide tax increment finance (TIF) revenue investment in the Area over the life of the Plan. The project category descriptions and list of projects are similarly intended to aid future decision makers when considering how best to expend TIF revenue. The Plan is to be administered by the Tualatin Development Commission (TDC). Substantial amendments to the Plan must be approved by City Council as outlined in Section VII. All amendments to the Plan are to be listed numerically on the inside of the front page of the Plan and then incorporated into the Plan document and noted by footnote with an amendment number and adoption date.

The relationship between the sections of the Plan and the ORS 457.085 requirements is shown in Table 1. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address the statute.

Table 1 - Statutory References

Statutory Requirement	Plan Section
ORS 457.085(1)	I, XIII
ORS 457.085(2)(a)	V, VI
ORS 457.085(2)(b)	V, VI
ORS 457.085(2)(c)	XIV
ORS 457.085(2)(d)	XIII
ORS 457.085(2)(e)	XIII
ORS 457.085(2)(f)	IX
ORS 457.085(2)(g)	VIII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VII
ORS 457.085(2)(j)	Not applicable

Vision

The vision takes existing work from prior strategic planning efforts and consolidates them into one purpose. This vision will direct potential funding and policy priorities for future efforts in the proposed area.

The Core Opportunity and Reinvestment Area Plan is a guiding document in our community’s sustainable effort to strengthen the social, cultural, environmental, and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and create an active civic core.

Urban Renewal Overview

Urban renewal allows for the use of tax increment financing, a funding source that is unique to urban renewal, to fund its projects. Tax increment revenues - the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established - are used to repay borrowed funds. The borrowed funds are used to pay for urban renewal projects and cannot exceed the maximum indebtedness amount set by the urban renewal plan.

The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in Oregon Revised Statutes (ORS) 457.010. These areas can have streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other

obstacles to development. In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces. This Area meets the definition of blight due to its transportation system infrastructure deficiencies, utility infrastructure deficiencies, and underdeveloped and undeveloped properties. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the Report.

The Report contains the information required by ORS 457.087, including:

- A description of the physical, social, and economic conditions in the area;
- Expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the area; and
- A relocation report.

III. MAXIMUM INDEBTEDNESS

Maximum indebtedness is the amount of indebtedness secured by a pledge of tax increment revenue that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is \$140,000,000 (One Hundred Forty Million dollars). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on bond proceeds. The method of establishing the Maximum Indebtedness is shown in the report Accompanying the Plan.

IV. PLAN GOALS

The goals of the Plan represent its basic intents and purposes. Accompanying each goal are objectives, which generally describe how the TDC intends to achieve each goal. The urban renewal projects identified in Sections V and VI of the Plan are the specific means of meeting the objectives. The goals and objectives will be pursued as economically as is feasible and at the discretion of the TDC. The goals and objectives are not listed in any order of importance or priority. A matrix of how the projects align with the goals and objectives is shown in Table 2.

GOAL 1: BLIGHT REMEDIATION

Encourage and facilitate the redevelopment of historically underutilized and vacant parcels and buildings through direct or public-private partnerships.

Implementation Summary: Incentivize public and private development that reduces the acreage of historically underutilized and vacant parcels and buildings.

Strategy 1: Encourage redevelopment of dilapidated parcels within Plan Area.

Action 1.1: Evaluate opportunities to increase development of commercial and residential mixed-use development.

Action 1.2: Provide or fund additional infrastructure needed for increased commercial and residential development.

Action 1.3: Acquire property to ensure overall community and economic development needs are met and maintained.

Strategy 2: Ensure development of vacant parcels within Plan Area flood plain.

Action 2.1: Evaluate opportunities to increase opportunities for development.

Action 2.2: Allocate funding for infrastructure development for site development.

Action 2.3: Complete necessary site preparation and mitigation measures need for site development.

Strategy 3: Reduce vacant commercial and industrial buildings in Plan Area.

Action 3.1: Conduct market analysis and downtown planning for recruitment and development opportunities.

Action 3.2: Prioritize projects that maximize area prosperity and development that reduces existing vacancy rates.

Action 3.3: Ensure city owned parcels meet highest and best-use for Plan goals.

Strategy 4: Leverage tax increment financing with additional funding tools to support economic development.

Action 4.1: Evaluate opportunities to maximize total project funding with local, regional, state and federal partners.

Action 4.2: Provide incentives, rebates, and assistance where gap funding exists for private and public-private development projects.

Strategy 5: Encourage employment growth and density development in existing areas.

Action 5.1: Support redevelopment of underutilized commercial and industrial areas.

GOAL 2: ENHANCED CONNECTIVITY

Provide residents and workers access to a connected and efficient multi-modal system within, and to/from Plan Area.

Implementation Summary: Construct or upgrade systems that promote efficient and effective transportation within and to the Plan Area.

Strategy 1: Development of main street corridors within Plan area.

Action 1.1: Completion of Area Transportation Plan.

Action 1.2: Develop a main street corridor within the Town Commons for enhanced access to existing businesses.

Strategy 2: Increase major arterial capacity within Plan Area

Action 2.1: Widen existing major arterial roads as identified in the Tualatin Transportation System Plan.

Action 2.2: Provide or fund additional infrastructure needed for increased commercial, industrial, and residential development.

Strategy 3: Improve existing intersections

Action 3.1: Ensure existing intersections along Tualatin-Sherwood Road promote safe pedestrian usage and ease of traffic flow to mitigate congestion growth.

Action 3.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.

Strategy 4: Expand area trail systems

Action 4.1: Connect existing trails for a complete recreational and multimodal system

Action 4.2: Complete unfinished trails

GOAL 3: MIXED-USE DEVELOPMENT

Encourage and facilitate attainable multi-family housing that's complementary to commercial development with expanded employment opportunities and life-style amenities.

Implementation Summary: Incentivize public and private development that creates an area where individuals live, work, shop, and play near major transportation infrastructure and quality-of-life amenities.

Strategy 1: Ensure an adequate supply of land is available and developable.

- Action 1.1: Evaluate opportunities to increase development within Plan Area.*
- Action 1.2: Acquire land to ensure availability for future development.*
- Action 1.3: Fund infrastructure to support higher density commercial, industrial and residential development.*
- Action 1.4: Review and revise land use requirements and planning district designations, where necessary, to focus housing efforts on areas most suitable.*

Strategy 2: Support development and preservation of housing.

- Action 2.1: Support development of housing affordable to people who have incomes between 60-120% of median family income in Washington County.*
- Action 2.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.*

Strategy 3: Adjust planning efforts based on economic and market landscapes.

- Action 3.1: Fund planning efforts regarding zoning and development.*

GOAL 4: ECONOMIC DEVELOPMENT

Cultivate opportunities for entrepreneurial growth within Plan Area.

Description: Provide small businesses with dedicated financing.

Strategy 1: Develop assistance opportunities to businesses in Plan Area.

- Action 1.1: Provide capital improvement grants to businesses within Plan Area.*

GOAL 5: COMMUNITY IDENTITY

Cultivate a shared community identity that represents the area's long standing culture and traditions while fostering community connections and healthy relationship with the environment and each other.

Strategy 1: Establish more recreational opportunities to the natural environment.

- Action 1.1: Funding planning and construction efforts for recreational access to the Tualatin River.*

Strategy 2: Develop a community identity.

- Action 2.1: Fund efforts to establish community design standards for all development projects.*

GOAL 6: INDUSTRIAL DEVELOPMENT

Promote dense industrial development in the southwestern area of the Urban Renewal Area.

Implementation Summary: Incentivize development that promotes denser employment opportunities while ensuring community identity and community health is maintained and enhanced.

GOAL 7: PUBLIC UTILITIES

To provide public utilities in the Plan Area as needed to facilitate growth and aesthetic quality.

Implementation Summary: Provide a fully funded utility infrastructure system that assist with eliminating existing blight and encourages future growth.

GOAL 8: FLOOD MITIGATION

Promote the public health, safety and general welfare while minimizing existing and future impact to public and private development due to flood conditions.

Implementation Summary: Provide resources to reduce flood condition impacts.

GOAL 9: ENVIRONMENTAL STEWARDSHIP

To protect Tualatin’s original asset, its natural environment, the Commission will work to minimize future impacts to adjacent land where future projects may occur.

Table 2 – Relationship of Projects to Core Opportunity Reinvestment Area Plan Goals

Project Category	Goals
Mixed Use Development	1,2,4
Transportation	1,3,5,6
Community Identity	1,2,4,5,6,9
Economic Development	1,4
Developer Assistance and Incentives	1,3,4
Utilities	7
Natural Resource Protection	9
Flood Mitigation	8,9
Acquisition and Disposition	1
Administration	1,2,3,4,5,6,7,8,9

V. URBAN RENEWAL PROJECT CATEGORIES

The projects within the Area fall into the following categories:

- A. Blight Remediation
- B. Transportation
- C. Land Acquisition/Disposition
- D. Community Identity
- E. Developer Incentives and Rebates
- F. Economic Development
- G. Administration

VI. URBAN RENEWAL PROJECTS

Urban renewal projects authorized by the Plan are described below. They are not listed in any priority order. The TDC will determine the order of the projects and may add projects in the future through the amendment process defined in Section VII of this Plan. Much of the project descriptions come from the following documents:

A. Blight Remediation

1. 18970 Catalyst Project

In efforts to meet highest and best use for existing parcels, this catalyst project will seek to fund and implement the design and construction of a mixed-use development with attainable housing and commercial retail at 18970 SW Lower Boones Ferry Road through a public-private partnership. This is city-owned land.

2. SW Nyberg and Nyberg Woods

Improve the existing intersection to allow traffic flow from the southern commercial area onto Nyberg Street in a safer, quicker manner.

3. Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)

As found necessary within the Area, construction or improvements relating to intersections, including, without limitation, the construction, installation or upgrade of traffic control devices, turn lanes, appurtenances and/or realignments.

B. Transportation

1. Area Transportation System Plan

Fund efforts to establish long-range vision for identification of projects, programs, and policies that will achieve the Plan Area's transportation goals and needs.

2. North to South Center Road Development and Tualatin Sherwood Road Realignment

Fund project planning, design considerations and construction of a main street corridor utilizing existing municipal streets to connect Lower Boones Ferry and Tualatin-Sherwood Roads.

3. Nyberg Creek Greenway

Connect existing Nyberg Creek Trail to the Tualatin River Greenway with the construction of a trail along the Nyberg Creek Wetlands. Connection of these two existing trails will improve access to recreation opportunities, provide safe modes of transportation off of major arterial roads from adjacent residential areas to the Town Core.

4. Tualatin River Greenway Trail

Fully complete the Tualatin River Greenway adjacent to the Town Commons.

5. Flood Mitigation and Grading

The Commission's involvement is proposed to be in the form of participating in the local share of any project funded at the local, regional, state, and/or federally funded efforts. The Commission will assume the public-sector leadership role in the redevelopment of historical vacant parcels with the flood plain.

C. Land Acquisition/Disposition

Acquisition/Disposition are allowed in the Plan. Based on sales comparable of notable vacant land, these will be used in accordance with land acquisition to assist with targeted development based on submitted request for proposals.

D. Community Identity

1. Tualatin River Plaza and Access and Habitat Restoration Project

To design and construction a public gathering space and access point along the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.

2. Community Design Master Plan

Fund efforts to establish community design standards for all new development projects, or redevelopment efforts that increase valuation by more than 20%. These standards will allow Tualatin to develop and cultivate a shared identity and design within Plan Area.

E. Developer Incentives and Rebates

Facilitate development and redevelopment on sites in the Area, stimulating growth and providing new employment opportunities and additional mixed use and commercial growth in the Area. An example of a type of assistance is to reduce or eliminate development impacts on adjacent properties.

F. Economic Development

1. Capital Improvement Grants

Provide financial and regulatory resources to small industrial and commercial property owners to update, modernize existing facilities through capital improvements.

2. Market Feasibility Study

Conduct a market feasibility in the Town Common's area for added retail and restaurant opportunities to assist with vacant property development.

G. Administration

Authorizes expenditures for the administrative costs associated with managing the URA including budgeting and annual reporting, planning and the implementation of projects in the Area.

1. Zone Code Change Plan

Authorizes expenditures to analyze and recommend zone code changes in the Area.

2. Payroll, Legal, Recordings

Authorizes expenditures for the administrative costs associated with managing the URA including budgeting and annual reporting, planning and the implementation of projects in the Area.

VII. AMENDMENTS TO PLAN

The Plan may be amended as described in this section. Adding other properties to the Developer Incentives Program does not require an amendment to the Plan.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the TDC, the Planning Commission, the County, and adoption by the City Council by non-emergency ordinance after a hearing. If there are unincorporated parcels within the Area at the time a Substantial Amendment is considered, it must also be approved by Washington County through adoption of a resolution by the Board of County Commissioners.

Notice of such hearing shall be provided to individuals or households within the City of Tualatin, as required by ORS 457.120.

Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:²

1. Add land to the urban renewal area, except for an addition of land that totals not more than a cumulative 1% of the existing area of the urban renewal area; or
2. Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.
3. Increase in duration or the time to retire Plan debt unless the increase is necessary to avoid a default on previously-issued indebtedness.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the TDC by resolution. Minor amendments include approving a reduction of the maximum indebtedness of the Plan.

C. Amendments to the Tualatin Comprehensive Plan and/or Tualatin Municipal Code.

Amendments to the Tualatin Comprehensive Plan and/or Tualatin Municipal Code that affect the Plan and/or the Area shall be incorporated automatically within the Plan without any separate action required by the TDC or City Council. If a Substantial Amendment is prepared, the Section of this Plan on Relationship to Local Objectives should be updated.

VIII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired it will be identified in the Plan through a Minor Amendment, as described in Section VII. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(g). If property acquisition includes a public building, how that public building serves and benefits the Area must be identified per ORS 457.085(2)(j).

A. Property acquisition for public improvements

The TDC may acquire any property within the Area for the public improvement projects undertaken pursuant to the Plan by all legal means.

B. Property acquisition from willing sellers

The Plan authorizes TDC acquisition of any interest in property within the Area that the TDC finds is necessary for private redevelopment, but only in those cases where the property owner wishes to convey such interest to the TDC. The Plan does not authorize the TDC to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the Area.

C. Land disposition

The TDC will dispose of property acquired for a public improvement project by conveyance to the appropriate public TDC responsible for the construction and/or maintenance of the public improvement. The TDC may retain such property during the construction of the public improvement.

The TDC may dispose of property acquired under Subsection B of this Section VII by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal TDC, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the TDC determines is reasonable.

D. Properties to be acquired

This Plan must provide an indication of which real property may be acquired and the anticipated disposition of said real property whether by retention, resale, lease or other legal use, together with an estimated time schedule for such acquisition and disposition. This may

be added at a date when the property is identified and may be added through a Minor Amendment.

IX. RELOCATION METHODS

When the TDC acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the TDC shall adopt rules and regulations, as necessary, for the administration of relocation assistance. The TDC will comply with all applicable state law in providing these potential benefits.

There are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the Area. All acquisitions will be reviewed for potential of relocation benefits.

X. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt, usually in the form of bank loans or revenue bonds. The proceeds of the debt are used to finance the urban renewal projects authorized in the Plan. Debt may be either long-term or short-term.

Tax increment revenues equal most of the annual property taxes imposed on the cumulative increase in assessed value within an urban renewal area over the frozen base value (i.e., total assessed value at the time an urban renewal plan is adopted). The property taxes for general obligation (GO) bonds and local option levies approved after October 6, 2001 are not part of the tax increment revenues.

A. General description of the proposed financing methods

The Plan will be financed using a combination of revenue sources. These include:

- Tax increment revenues;
- Advances, loans, grants, and any other form of financial assistance from federal, state, or local governments, or other public bodies;
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment districts; and
- Any other public or private source.

Revenues obtained by the TDC will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan, including costs associated with the preparation of the Plan.

B. Tax increment financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the TDC, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Area is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the TDC based upon the distribution schedule established under ORS 311.390.

C. Duration

The Agency intends not to collect tax increment revenues for the Area after thirty years of tax increment collections is first received. The Agency shall not initiate any Projects in the Area unless the Agency reasonably projects it will be able to pay for those Projects from the proceeds of indebtedness issued on or before FYE 2053, and from other funds available to the Agency. Except as provided in the next sentence, all indebtedness that is secured by the tax increment revenues of the Area shall mature no later than FYE 2053, and the Agency shall structure all its indebtedness so that it can be paid in full from the tax increment revenues of the Area that the Agency reasonably projects it will receive on or before FYE 2053. The Agency may issue refunding indebtedness that matures after FYE 2053, only if issuing that refunding indebtedness is necessary to avoid a default on previously-issued indebtedness.

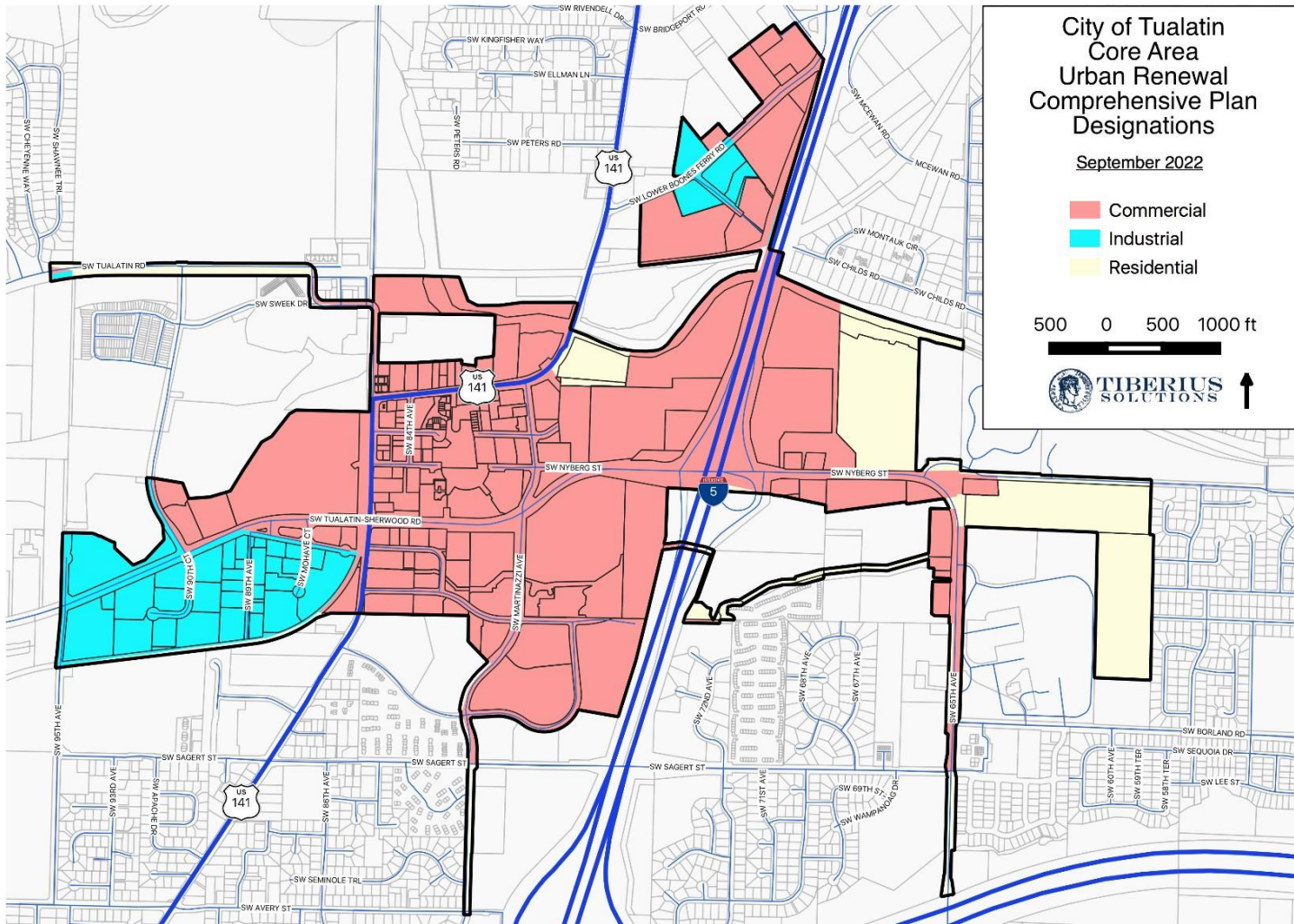
XI. VALIDITY

Should a court of competent jurisdiction find any work, clause, sentence, section or part of this Plan to be invalid, the remaining words, clauses, sentences, sections or parts shall be unaffected by such findings and shall remain in full force and effect for the duration of this Plan.

XII. ANNUAL REPORT

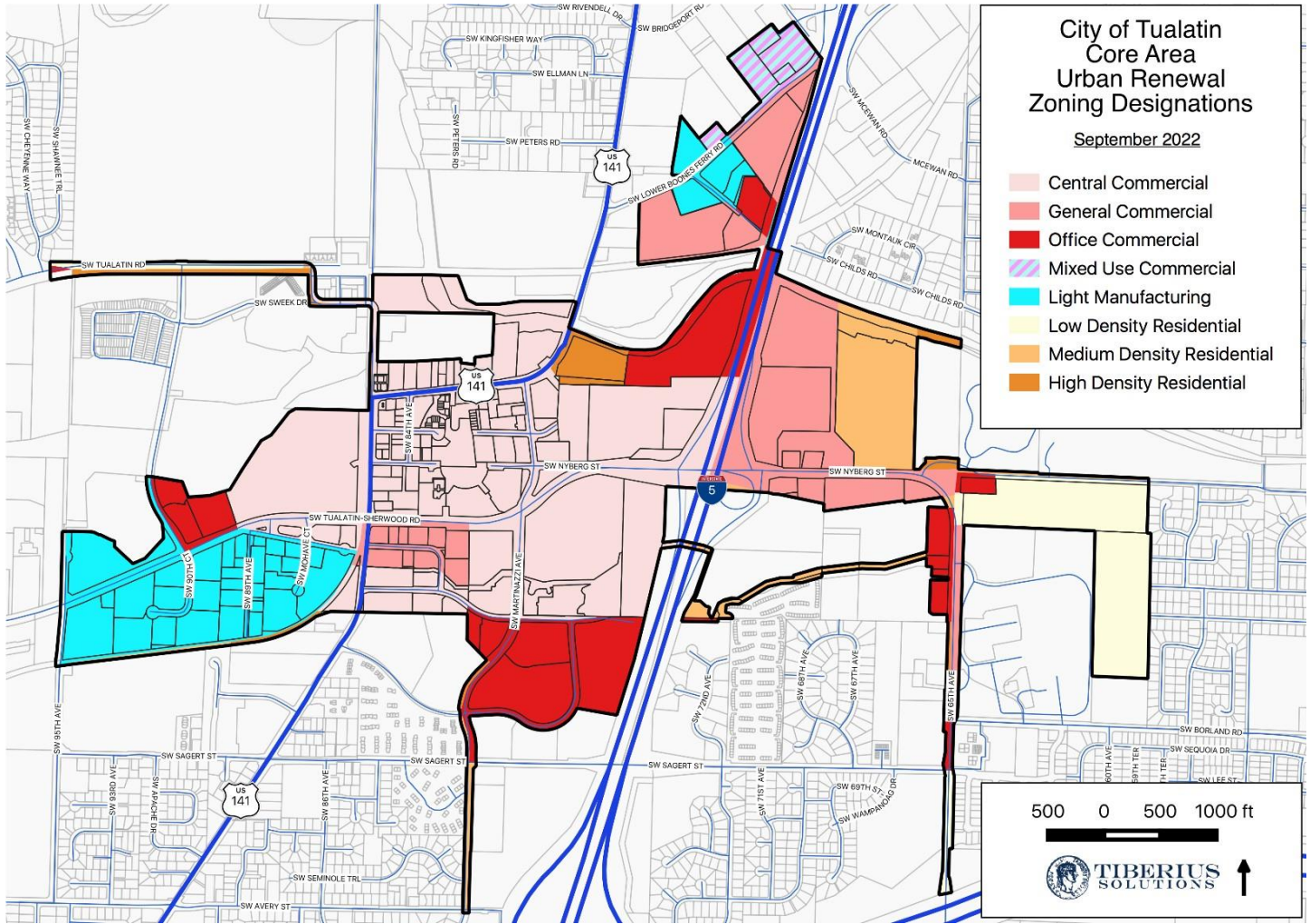
The TDC shall file an Annual Report in compliance with ORS 457.460.

Figure 2 – Comprehensive Plan Designations



Source: Tiberius Solutions

Figure 3 – Zoning Designations



Source: Tiberius Solution

XIII. RELATIONSHIP TO LOCAL OBJECTIVES

ORS 457.085 requires that the Plan conform to local objectives including the comprehensive plan and economic development plan of a locality. This section provides that analysis. Relevant local planning and development objectives are contained within the *Tualatin Comprehensive Plan 2040* (Comprehensive Plan), *Tualatin Transportation System Plan*, *Tualatin Development Strategy Memorandum*, *ECONorthwest December 4, 2019*, *City of Tualatin Economic Strategic Plan 2014 Update and Tualatin Municipal Code* (Municipal Code).

The following section describes the purpose and intent of these plans, the main applicable goals and policies within each plan, and an explanation of how the Plan relates to the applicable goals and policies. The analysis covers the most relevant sections of the documents but may not cover every section of the documents that relate to the Plan.

The numbering of the goals and policies within this section reflects the numbering that occurs in the original document. *Italicized text* is text that has been taken directly from an original document and therefore cannot be changed. Some verbiage may say “complies with”, which, in this document is synonymous with “conforms to” as stated in ORS 457.095.

Comprehensive Plan designations for all land in the Area are shown in Figure 2 All proposed land uses conform to Figure 2. Maximum densities and building requirements for all land in the Area are contained in the Tualatin Municipal Code.

A. Tualatin Comprehensive Plan

1. COMMUNITY INVOLVEMENT

Purpose

The purpose of this chapter is to provide a framework for community input into the land use planning process and to meet Oregon Statewide Planning Goal 1 (Citizen Involvement). In Tualatin, Goal 1 is met by the Tualatin Planning Commission, an advisory body to the Tualatin City Council.

GOAL 1.1

Implement community involvement practices in line with Statewide Planning Goal 1.

POLICY 1.1.1 Support community advisory committees to provide recommendations on planning matters.

POLICY 1.1.2 Foster civic pride and community spirit so as to improve the quality and quantity of citizen participation in local government and in community growth, change and improvement.

POLICY 1.1.3 Conduct the planning process with adequate input and feedback from citizens in each affected neighborhood.

Finding: The Plan complies with Comprehensive Plan Goal. 1. The first goal of the Plan itself is to implement community involvement practices, including to convene an urban renewal Work Group and inviting public comment at all TDC meetings. The Plan’s goal and the City’s Comprehensive Plan Goal 1 are consistent. In considering the Plan, the City/Tualatin Development Commission also encouraged citizen participation through multiple levels of outreach and opportunities for citizen involvement. The

City/Tualatin Development Commission created a Work Group to consider and review the Plan. The Work Group conducted four public meetings in compliance with Oregon Public Meetings laws. The public was allowed to both attend the meetings and provide comment at each of the four meetings. In addition, the City/Tualatin Development Commission provided an online Open House throughout September 2022. The City/Tualatin Development Commission submitted the Plan to the Tualatin Planning Commission for its review and recommendation. The public had an opportunity to provide comments regarding the Plan at the Tualatin Planning Commission meeting. The public was also provided an opportunity to comment on the Plan before both the Tualatin Development Commission and the Tualatin City Council.

2. COMMUNITY DESIGN

Purpose

The purpose of this chapter is to express elements of community design that guide functional and aesthetic development standards including those regarding site development, trees in the context of urban design, and sign regulation.

GOAL 2.1

Promote the City's natural beauty, and achieve pleasant environments for living and working that sustain the comfort, health, tranquility, and contentment of people who live, work, and enjoy time in Tualatin.

POLICY 2.1.1 Encourage structures be planned in ways that relate to the site and surrounding context.

POLICY 2.1.2 Encourage meaningful public engagement with community design projects.

POLICY 2.1.3 Promote design that fosters a sense of place and community identity through the Central Design District.

GOAL 2.2

Promote the preservation and establishment of trees throughout the city, in order to protect and enhance the aesthetic character of Tualatin, protect and improve air and water quality, provide noise and visual screening, and protect habitat for wildlife.

POLICY 2.2.1 Require the establishment and protection of street trees.

POLICY 2.2.2 Promote the protection and establishment of trees during the development process.

GOAL 2.3

Balance the right of free speech, business needs, public way-finding, safety for all modes, and diverse aesthetic interests, through a functional sign regulation program.

POLICY 2.3.1 Protect public health and safety by limiting distracting signs, ensuring that signs do not interfere with multi-modal transportation safety, and ensuring safe construction and installation of signs.

POLICY 2.3.2 Align the range of allowed sign types with the urban design context, such as additional small signs in pedestrian-oriented development areas.

POLICY 2.3.3 Encourage attractive, creative, and unique sign types through the City's review program. Encourage the improvement and maintenance of non-conforming signs.

Finding: The Plan is consistent with Comprehensive Plan Goal 2. The Plan will foster redevelopment consistent with City's code and objectives and allow the City's Community Design goals to be realized for the Plan Area. One of the projects in the Plan is to establish community design standards for all new development projects, or redevelopment efforts that increase valuation by more than 20%. These standards will allow Tualatin to develop and cultivate a shared identity and design within Plan Area.

3. HOUSING AND RESIDENTIAL GROWTH

Purpose

The purpose of this chapter is to provide the community's goals and policies for housing and future residential growth in Tualatin, which are generally implemented by more specific provisions in the Tualatin Development Code. These goals and policies are based on Tualatin's most recent Housing Needs Analysis (Appendix A) and Housing Strategies (Appendix B), which are incorporated by reference into the Comprehensive Plan. Strategic actions are also included that reflect policies identified in the Housing Needs Analysis and Housing Strategies that are not implemented by Tualatin Development Code or may require further evaluation.

GOAL 3.1 HOUSING SUPPLY.

Ensure that a 20-year land supply is designated and has urban services planned to support the housing types and densities identified in the

Housing Needs Analysis.

POLICY 3.1.1 DENSITY. Maintain a citywide residential density of at least eight (8) dwelling units per net acre.

POLICY 3.1.2 ZONING FOR MULTIFAMILY. Provide zoning for multifamily development, which may be located in areas adjacent to transit.

POLICY 3.1.3 COMMERCIAL ACTIVITY. Allow homebased businesses and occupations in all residential zones, subject to regulations to minimize impact to housing supply and uses in commercial and industrial zones. Provide for compatible agricultural uses in areas where significant development barriers are present, or where compatible with permitted residential uses.

POLICY 3.1.4 CLEAR AND OBJECTIVE REVIEW. Provide for clear and objective review standards for all residential development and redevelopment.

POLICY 3.1.5 FUNCTIONAL PLANNING. Consider the development-ready residential land supply as part of ongoing functional planning efforts to provide necessary urban services in support of residential development.

POLICY 3.1.6 INFRASTRUCTURE PLANNING. Evaluate future infrastructure planning for consistency with the Housing Needs Analysis and Housing Strategies.

GOAL 3.2 HOUSING FOR ALL. Encourage development and preservation of housing that is affordable for all households in Tualatin.

POLICY 3.2.1 HOUSING TYPE DIVERSITY. Support development of townhomes, duplexes, triplexes, quadplexes, cottages, courtyard housing, accessory dwelling units, single story units, senior housing, and extended family and multi-generational housing in all residential zoning districts.

GOAL 3.3 ADDITIONAL HOUSING OPTIONS

Encourage the establishment of funding sources to support development of additional housing options and related public infrastructure.

Finding: The Plan is consistent with Comprehensive Plan Goal 3. The Plan facilitates infrastructure projects that will support the development of parcels in the Plan Area. The Plan outlines multiple transportation projects including trail projects that will be built to facilitate development, including residential and affordable housing. The Plan also anticipated directly working to facilitate housing development within the Area.

4. ECONOMY, COMMERCIAL, & INDUSTRIAL DEVELOPMENT

GOAL 4.1

Encourage commercial development that provides employment opportunities, as well as access to goods and services for residents, employees, and the general community.

POLICY 4.1.2 CRITICAL SERVICES. Provide for the continued development of major medical services and other critical infrastructure within the City of Tualatin.

POLICY 4.1.4 MIXED USE. Encourage mixed use commercial and residential development.

GOAL 4.2

Encourage new industrial development in ways that strengthen the local tax base and support Tualatin's industrial lands as a major local and regional employment center.

POLICY 4.2.1 Preserve and protect, with limited exceptions, the City's existing industrial land.

POLICY 4.2.2 Fully develop planned industrial areas, providing full transportation, sewer, and water services prior to or as development occurs.

GOAL 4.3

Manage industrial impacts to the environment and other uses

POLICY 4.3.2 Protect residential, commercial, and sensitive industrial uses from the adverse environmental impacts of industrial use.

POLICY 4.3.4 Reasonably protect environmentally sensitive areas from adverse impacts of adjacent development.

POLICY 4.3.6 Protect wooded and other natural areas by requiring their preservation in a natural state or by integrating the major trees into the design of the parking lots, buildings, or more formal landscaping areas of an industrial development. If it is necessary to remove a portion or all of the trees, require mitigation.

Finding: The Plan is consistent with Comprehensive Plan Goal 4. The overall impact of the Plan is to encourage development of the Area. The transportation projects in the Plan are intended to directly support the creation of new economic activity in the Area. These projects are necessary to provide the services to allow for the undeveloped parcels to develop in the future. The City will reasonably protect environmentally sensitive areas from adverse impacts of adjacent development.

5. OTHER LAND USES

Guide the development of uses other than residential, industrial, commercial, open space, and mixed-use development, such as utilities and institutional uses.

5.1 Locate public services and utilities in a manner that minimizes negative impacts and enhances public benefits.

POLICY 5.1.1 GOVERNMENT SERVICES. Locate government offices in a central location that serves the public, except operations functions, which may be appropriately located in the industrial districts.

POLICY 5.1.2 PUBLIC SAFETY. Locate facilities such as utilities and other critical infrastructure to minimize the risk of hazards the facility may pose to surrounding uses, or risks that natural or other hazards may pose to the facility and surrounding uses alike.

POLICY 5.1.3 COMPATIBILITY. Encourage attractive design, screening, and use of landscaping to moderate visual impacts of utilities and public facilities with their urban design context.

POLICY 5.1.4 SCHOOL SITING. Locate schools to complement neighborhood park facilities and integrate the location of schools with surrounding residential neighborhoods. Locate schools to support multi-modal access and to avoid impacts from industrial or other uses that could be harmful to student health.

POLICY 5.1.5 CHILD CARE SITING. Allow the location of child care facilities within commercial, residential, and light industrial areas consistent with state law.

POLICY 5.1.6 WIRELESS FACILITIES. Allow the siting of wireless communication facilities consistent with federal and state law, while encouraging design measures to mitigate visual impacts of facilities and encourage safety and sound construction. Encourage siting strategies that reduce redundant facilities.

POLICY 5.1.7 INTERGOVERNMENTAL COOPERATION. Cooperate with local school districts to plan adequate facilities. Actively involve school districts where school capacity or regulations applicable to school facilities may be considered. Cooperate with regional, state, and federal agencies in planning for medical facilities, solid waste.

GOAL 5.2 Allow flexibility to allow residential facilities, medical facilities, and religious institutions in residential, commercial, and mixed use areas while managing impacts between uses.

POLICY 5.2.1 Allow the location of religious institutions as retirement homes and hospitals in commercial and residential planning districts, subject to conditional use approval, and allow congregate care facilities, assisted living facilities and residential care facilities and hospitals as permitted uses in the Medical Center District.

POLICY 5.2.2 Allow residential facilities and residential homes as permitted uses in all residential planning districts.

POLICY 5.2.3 Limit the siting of residential facilities, retirement homes, and medical services in industrial areas.

POLICY 5.2.4 Ensure that service uses with the potential for increased traffic impacts are appropriately served by surrounding transportation infrastructure.

FINDING: The Plan is consistent with Comprehensive Plan Goal 5. The Plan guides utility uses consistent with the City’s development code and Master Plan Documents. The transportation projects in the Plan are intended to directly support the creation of new economic activity in the Area. The Plan does not fund any public buildings and does not limit or impact any uses contemplated in the zoning code or Comprehensive Plan.

6. HISTORIC PRESERVATION

Purpose

The purpose of this chapter is to guide the conservation of historic resources in the City of Tualatin. The City’s Historic Resource Technical Study and Inventory (1993) provides the basis for identifying historic and cultural resources within the City of Tualatin.

GOAL 6.1 PRESERVATION. Promote the historic, educational, architectural, cultural, economic, and general welfare of the public through the identification, preservation, restoration, rehabilitation, protection and use of those buildings, structures, sites and objects of historic interest within the City.

POLICY 6.1.1 Strengthen the economy of the City by encouraging property owners to preserve historic resources for tourists, visitors and residents.

POLICY 6.1.2 Identify and preserve diverse architectural styles reflecting periods of the City’s historical and architectural development, encourage complementary design and construction for alterations affecting historic resources and encourage relocation of historic resources over demolition.

POLICY 6.1.3 Identify and resolve conflicts between the preservation of historic resources and alternative land uses.

POLICY 6.1.41 Integrate the management of historic resources into public and private land management and development processes.

POLICY 6.1.5 Upon annexation, potential historic resources located outside of the City, but within the City's planning area shall proceed through the significance review, conflicting use and economic, social, environmental and energy analysis.

POLICY 6.1.6 Identify and list additional properties to the current list of protected historic resources. Review the impacts on landmarks when public improvement projects are proposed.

POLICY 6.1.7 Retain landmarks on parcels which cannot be partitioned or subdivided by preserving and not demolishing or relocating them. Retain landmarks located on parcels which can be partitioned or subdivided by property owners and developers integrating the resource into proposed lot configurations and development proposals.

POLICY 6.1.8 Encourage adaptive use. Allow conflicting uses where necessary to encourage preservation and maintenance of historic resources. Favor relocation over demolition.

GOAL 6.2 EDUCATION Foster community and neighborhood pride and sense of identity based on recognition and use of historic resources.

POLICY 6.2.1 Encourage public awareness, understanding and appreciation of the City's history and culture. Promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of Tualatin.

FINDING: The Plan is consistent with Comprehensive Plan Goal 6. Three properties identified in the City's Comprehensive Plan or Development Code as historic structures are located in the Plan Area (Nyberg House, Winona Grange, Robinson Store). The Plan does not change the requirements of the Tualatin Development Code or protections for historic preservation. TDC 68 (Historic Preservation) remains applicable for historic structures within the City and historic structures within the Plan Area are eligible for historic preservation under federal, state, and City laws.

7. PARKS, OPEN SPACE, ENVIRONMENT

Purpose

The purpose of this chapter is to guide the conservation of natural resources and open space areas, as well as the development of recreational areas and trails. The Parks and Recreation Master Plan is adopted by reference as a supporting technical document to the Tualatin Community Plan. The Parks and Recreation Master Plan contains detailed analysis, discussions, and recommendations on community parks, neighborhood parks, greenways, bicycle and pedestrian routes, and recreation programs. The Tualatin Development Code references figures and maps within the Master Plan.

GOAL 1: Expand accessible and inclusive parks and facilities to support community interests and recreation needs.

GOAL 2: Create a walkable, bikeable, and interconnected city by providing a network of regional and local trails.

GOAL 3: Conserve and restore natural areas to support wildlife, promote ecological functions, and connect residents to nature and the outdoors.

GOAL 7.1

Identify and protect significant natural resources that promote a healthy environment and natural landscape that improves livability, and to provide recreational and educational opportunities.

GOAL 7.2

Balance natural resource protection with growth and development needs.

POLICY 7.2.2 Allow public facilities such as sewer, stormwater, water and public streets and passive recreation facilities to be located in significant natural resource areas provided they are constructed to minimize impacts and with appropriate restoration and mitigation of the resource.

Finding: The Plan is consistent with Comprehensive Plan Goal 7. The funding for the Tualatin River Greenway Trail, Nyberg Greenway Trail and the Tualatin River Plaza and Access and Habitat Restoration project align with the Parks, Open Space and Environment chapter of the Comprehensive Plan. The construction of public facilities will conform the standards established in the Comprehensive Plan and Tualatin Development Code. Redevelopment under the Plan will be required to comply with floodplain regulations and TDC Chapter 70 (Floodplain District). All development will be required to comply with all City environmental laws and development standards for greenways and natural areas, including TDC Chapter 72 (Natural Resources Protection Overlay District).

8. TRANSPORTATION

This chapter reflects the City's current Transportation System Plan as it applies to development activities and city actions. The Transportation System Plan guides transportation planning, policy, and investment for Tualatin.

GOAL 8.1 ACCESS AND MOBILITY.

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.

GOAL 8.2 SAFETY.

Improve safety for all users, all modes, all ages, and all abilities within the City of Tualatin.

GOAL 8.5 ECONOMY.

Support local employment, local businesses, and a prosperous community while recognizing Tualatin's role in the regional economy.

POLICY AREA 8.9 ROADWAY POLICIES.

The following establish the City's policies on roadways.

POLICY 8.9.1 Implement design standards that provide clarity to developers while maintaining flexibility for environmental constraints.

POLICY 8.9.2 Ensure that street designs accommodate all anticipated users including transit, freight, bicyclists and pedestrians, and those with limited mobility.

POLICY 8.9.3 Work with Metro and adjacent jurisdictions when extending roads or multi-use paths from Tualatin to a neighboring City.

Finding: The Plan conforms with the Transportation Chapter of the Comprehensive Plan as the projects will provide improvements to the transportation network in the Area. The network will serve both motorized traffic and will also include funding for the Tualatin River Greenway trail and the Tualatin River Greenway trail. These improvements will not only improve access but will catalyze development of sites in the Area providing increased tax base and employment opportunities. The projects in the Plan include: Area Transportation System, Main Street Corridor Project (Modification of SW 84th and Nyberg Street, Intersection Improvements, Road Improvements, Nyberg Creek Greenway and the Tualatin River Greenway Trail,

9. PUBLIC FACILITIES & SERVICES

Purpose

The purpose of this chapter is to facilitate the development of citywide public facilities in relationship to other development needs. This chapter includes water, sanitary sewer, and stormwater infrastructure goals and policies.

GOAL 9.1

Water Plan, construct, and maintain a City water system that protects the public health, provides cost-effective water service, meets the demands of users, addresses regulatory requirements and supports all land uses.

POLICY 9.1.1 Require developers to aid in improving the water system by constructing facilities to serve new development and extend lines to adjacent properties.

Policy 9.1.2 Water lines should be looped whenever possible to prevent dead-ends, to maintain high water quality and to increase reliability in the system.

POLICY 9.1.21 Improve the water system to provide adequate service during peak demand periods and to provide adequate fire flows during all demand periods.

GOAL 9.2

Plan, construct, and maintain a City sewer system that protects the public health, protects the water quality of creeks, ponds, wetlands and the Tualatin River, provides cost-effective sewer service, meets the demands of users, addresses regulatory requirements and supports all land uses.

POLICY 9.2.4 Require developers to aid in improving the sewer system by constructing facilities to serve new development as well as adjacent properties

POLICY 9.2.5 Improve the existing sewer system to provide adequate service during peak demand periods.

GOAL 9.3

Provide a plan for routing surface runoff through the City, utilizing the natural drainage way where possible.

Policy 9.3.1 The City of Tualatin will provide an addendum to the City of Tualatin’s Stormwater Master Plan to address identified needs for the Basalt Creek Area.

Finding: The Plan is consistent with Goal 9 of the Comprehensive Plan. The Plan projects are in conformance with this Public Facilities and Services chapter of the Comprehensive Plan and City Master Plans. Projects in the Plan will provide critical infrastructure improvements to facilitate future development in the Area and specific projects include transportation and trail projects.

10. LAND USE DESIGNATIONS AND ZONING.

The purpose of this chapter is to define a distinct range of land use designations that directly correspond with zones applied to lands within the City of Tualatin and its Urban Planning Area. This chapter explains the intention and distinguishing characteristics of each land use designation.

FINDING: The Plan is consistent with Goal 10 of the Comprehensive Plan. The City has already zoned the area within the Plan. Nothing in the Plan proposes to rezone any areas within the Plan. The transportation and other projects within the Plan will allow the City to accomplish its zoning goals for the Plan Area.

- B. Tualatin Economic Development Strategy Memorandum, ECONorthwest, December 4, 2019

Strategy 1: Ensure an Adequate Supply of Land that is Available and Serviceable

Goal

Ensure that sufficient land is designated so that the supply is adequate for commercial and industrial development. Maintain an adequate short-term supply of suitable, shovel-ready commercial and industrial land to respond to economic development opportunities as they arise.

Action 1.2: Identify opportunities to make more efficient use of industrial land.

Action 1.4. Plan for infrastructure development to support commercial and industrial development.

Action 1.6. Plan for long-term development in Tualatin through 2040 and beyond.

Strategy 2: Identify Redevelopment Opportunities

This strategy focuses on actions that are intended to identify redevelopment opportunities in areas where employment growth would be appropriate.

Goal

Redevelop selected areas of Tualatin to create vibrant mixed-use districts that include new employment and housing opportunities.

Action 2.3: Identify opportunities to redevelop and intensify uses in industrial areas.

Strategy 3: Support Business Retention, Growth, and Attraction

Goal

Support business growth in Tualatin to diversify and expand commercial and industrial development in order to provide employment opportunities with levels of pay that allows workers to live in Tualatin, as well as supporting the City's tax base.

Action 3.2: Support growth of existing businesses in Tualatin.

Action 3.3: Support growth of and retain entrepreneurial businesses in Tualatin.

Action 3.4: Identify opportunities to attract or grow businesses with pay at or above Tualatin's average wage.

Action 3.5: Evaluate use of incentives to retain, grow, and attract businesses.

Strategy 4: Ensure there are Connections between Planning for Economic Development and Other Community Planning

Goal

Ensure that Tualatin develops as a walkable and complete community with a range of amenities that are easily accessible to people who live in Tualatin.

Action 4.2. Coordinate planning for economic development planning with housing planning.

Action 4.4. Identify opportunities to support workforce development.

Finding: The Plan conforms with the *Tualatin Economic Opportunities Analysis* as it provides a transportation network to undeveloped properties within the Area, providing development opportunities for new businesses and expansion opportunities for existing businesses. The Plan also improves the transportation network inside the Area providing an enhanced transportation network. The Plan provides resources to provide developer incentives to facilitate development in the Area.

C. City of Tualatin Economic Strategic Plan 2014 Update

Overall Goal

Continue a leadership role as one of the premier economic activity centers in the greater Portland metropolitan region. Focus on growing family wage jobs in targeted business clusters while encouraging high standards and excellence in urban design.

Strategy 1: BUSINESS RETENTION, EXPANSION & RECRUITMENT

Retaining and cultivating the growth of existing businesses, as well as attracting new employers, is central to the health of Tualatin. These strategies are designed to strategically focus the City's efforts and resources.

Strategy 2: BUSINESS CLIMATE/ COMPETITIVE POSITIONING

Creating and maintaining a positive climate for business is an effort which takes continual attention. These strategies are designed to ensure the City is actively refining its procedures and codes to encourage business development and job creation.

Finding: The Plan conforms with the *Tualatin Economic Strategic Plan* as it provides a transportation network to undeveloped industrial properties within the Area providing development opportunities for new businesses and expansion opportunities for existing businesses. The Plan also improves the transportation network inside the Area providing an enhanced transportation network for existing businesses. The Plan provides resources to provide developer incentives to facilitate development in the Area.

D. Tualatin Municipal Code: Development Code

The land uses in the Area will conform to the zoning designations in the Tualatin Development Code, including the maximum densities and building requirements, and are incorporated by reference herein. The existing zoning is shown in Figure 3.

The development is expected to conform to the zoning requirements. As the Municipal Code is updated, this document will be automatically updated. If a substantial amendment is completed in the future, this section will be updated to match the current zoning designations.

The zoning categories at the time of the Core Opportunity Reinvestment Area Plan preparation follow. They are in the order that they occur in the Development Code.

Existing Zoning Categories

Low Density Residential (RL)

The purpose of the Low Density Residential (RL) zone is to provide low density residential areas in the City that are appropriate for dwellings on individual lots, as well as other miscellaneous land uses compatible with a low density residential environment.

Medium Low Density Residential (RML)

The purpose of this zone is to provide household living uses with a variety of housing types at moderately low densities. This district is primarily oriented toward middle housing types including attached dwellings, multi-family development, and manufactured dwelling parks.

Medium High Density Residential (RMH)

The purpose of this zone is to provide areas of the City suitable for townhouses, garden apartments and condominiums.

High Density Residential (RH)

The purpose of this zone is to provide areas of the City suitable for townhouses, high density garden apartment and condominium developments.

Office Commercial (CO)

The purpose of this zone is to provide areas for professional offices in locations adjacent to or across the street from residential areas. The zone is intended to provide for office development ranging in size from small buildings with one or two tenants to large complexes housing business headquarters. Development design in this zone is intended to be sensitive to the preservation of significant natural resources and to provide extensive perimeter landscaping, especially adjacent to residential areas and streets.

Central Commercial (CC)

The purpose of this district is to provide areas of the City that are suitable for a full range of retail, professional and service uses of the kind usually found in downtown areas patronized by pedestrians. The district also provides areas suitable for civic, social and cultural functions serving the general community

General Commercial (CG)

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.

Mixed Use Commercial (MUC)

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.

Light Manufacturing (ML)

The purpose of this zone is to provide areas of the City that are suitable for industrial uses and compatible with adjacent commercial and residential uses. The zone serves to buffer heavy manufacturing uses from commercial and residential areas. Industrial uses that are environmentally adverse or pose a hazard to life and safety are prohibited. The zone is suitable for warehousing, wholesaling, and light manufacturing processes that are not hazardous and do not create undue amounts of noise, dust, odor, vibration, or smoke. The purpose is also to allow a limited amount of commercial uses and services and other support uses, including office uses in limited locations in close proximity to the Commercial Office (CO) district. Commercial uses are not permitted in the Limited Commercial Setback.

Central Tualatin Overlay Zone

The overall goal of the Central Tualatin Overlay Zone is to strengthen the social and economic development of central Tualatin; encourage and facilitate land uses, private and public, that result in activity during all business hours, evenings, nights, and weekends; and to encourage indoor and outdoor uses. The overlay zone regulations are intended to ensure development contributes towards these goals.

XIV. LEGAL DESCRIPTION

Core Opportunity and Reinvestment Area

Tualatin, Oregon

Report Accompanying the
Central Opportunity and Reinvestment Area
Plan

DRAFT



City of Tualatin

Central Opportunity Reinvestment Area Plan

approved by the City of Tualatin

DATE

Ordinance No. 2022-

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I. DEFINITIONS

“Agency” means the Tualatin Development Commission (TDC). The TDC is responsible for administration of the urban renewal plan.

“Area” means the properties and rights-of-way located with the Core Opportunity Reinvestment Area Boundary.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the urban renewal plan.

“City” means the City of Tualatin, Oregon.

“City Council” or “Council” means the Tualatin City Council.

“Comprehensive Plan” means the City of Tualatin comprehensive land use plan and its implementing ordinances, policies, and standards.

“County” means Washington County, Oregon or Clackamas County, Oregon. When used, it will not specifically which county.

“Fiscal year ending” means the year commencing on July 1 and closing on June 30 of the next year.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within an urban renewal area at the time of adoption. The county assessor certifies the assessed value after the adoption of an urban renewal plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes. Chapter 457 specifically relates to urban renewal.

“Planning Commission” means the Tualatin Planning Commission.

“Revenue sharing” means under-levying tax increment proceeds to effectively share a portion of the revenue with the other taxing districts who levy permanent rate taxes in the urban renewal area as defined in ORS 457.470.

“Tax increment financing (TIF)” is a method of funding urban renewal projects and programs through incurring debt that is repaid by the division of taxes accomplished through the adoption of an urban renewal plan.

“Tax increment finance revenues” means the funds allocated by the assessor to an urban renewal area due to increases in assessed value over the frozen base within the area.

“UGB” means urban growth boundary.

“Urban renewal area (URA)” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.160.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

II. INTRODUCTION

The Report Accompanying the Central Opportunity Reinvestment Area Plan (Report) contains background information and project details that pertain to the Central Opportunity Reinvestment Area Plan (Plan). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Tualatin City Council as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.087, including financial feasibility. The Report accompanying the Plan contains the information required by ORS 457.087, including:

- A description of the physical, social, and economic conditions in the area and expected impact of the plan, including fiscal impact in light of increased services; (ORS 457.087(1))
- Reasons for selection of the plan Area; (ORS 457.087(2))
- The relationship between each project to be undertaken and the existing conditions; (ORS 457.087(3))
- The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.087(4))
- The estimated completion date of each project; (ORS 457.087(5))
- The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired; (ORS 457.087(6))
- A financial analysis of the plan; (ORS 457.087(7))
- A fiscal impact statement that estimates the impact of tax increment financing (TIF) upon all entities levying taxes upon property in the urban renewal area; (ORS 457.087(8))
- A relocation report. (ORS 457.087(9))

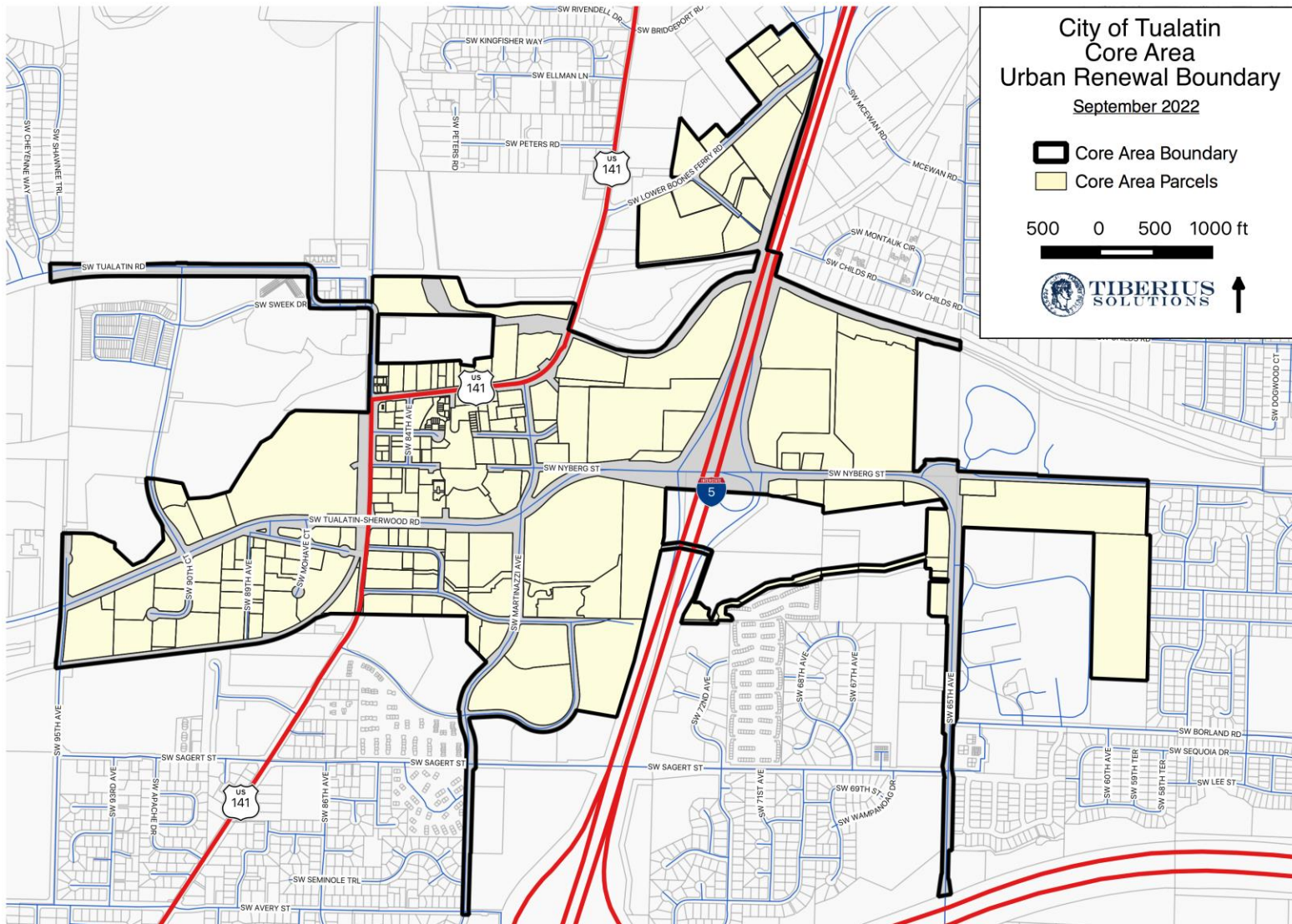
The relationship between the sections of the Report and the ORS 457.087 requirements is shown in Table 1. The specific reference in the table below is the section of this Report that most addresses the statutory reference. There may be other sections of the Report that also address the statute.

Table 1. Statutory References

Statutory Requirement	Report Section
ORS 457.087 (1)	XI
ORS 457.087 (2)	XII
ORS 457.087 (3)	III
ORS 457.087 (4)	IV
ORS 457.087 (5)	VII
ORS 457.087 (6)	V,VI
ORS 457.087 (7)	V,VI
ORS 457.087 (8)	IX
ORS 457.087 (9)	XIII

The Report provides guidance on how the Plan might be implemented. As the Tualatin Development Commission (TDC) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The TDC may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other adjustments to the financials as determined by the TDC. The TDC may also make changes as allowed in the Amendments section of the Plan. These adjustments must stay within the confines of the overall maximum indebtedness of the Plan.

Figure 1. Tualatin CORE Area Boundary



Source: Tiberius Solutions

III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The projects identified for the Area are described below, including how they relate to the existing conditions in the Area.

A. Blight Remediation

1. 18970 Catalyst Project

In efforts to meet highest and best use for existing parcels, this catalyst project will seek to fund and implement the design and construction of a mixed-use development with attainable housing and commercial retail at 18970 SW Lower Boones Ferry Road through a public-private partnership. This is city-owned land.

Existing conditions: This parcel is owned by the City and is underdeveloped.

2. SW Nyberg and Nyberg Woods

Improve the existing intersection to allow traffic flow from the southern commercial area onto Nyberg Street in a safer, quicker manner.

Existing conditions:

The traffic flow from the southern commercial area onto Nyberg Street is inefficient and needs to be improved so traffic moves more quickly and safely.

3. Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)

As found necessary within the Area, construction or improvements relating to intersections, including, without limitation, the construction, installation or upgrade of traffic control devices, turn lanes, appurtenances and/or realignments.

Existing conditions:

The transportation system in the Area has many deficiencies which hamper traffic flow and pedestrian and bicycle traffic.

B. Transportation

1. Area Transportation System Plan

Fund efforts to establish long-range vision for identification of projects, programs, and policies that will achieve the Plan Area's transportation goals and needs.

Existing conditions:

The planning for the transportation system needs to be completed before projects are fully identified. This project will help identify the deficiencies and the solutions.

2. North to South Center Road Development and Tualatin Sherwood Road Realignment

Fund project planning, design considerations and construction of a main street corridor utilizing existing municipal streets to connect Lower Boones Ferry and Tualatin-Sherwood Roads.

Existing conditions:

Creating a “community identity and gathering space” in Tualatin has been a desired goal of the residents and City Council. The SW 84th and Nyberg Street intersection and streets can be modified to create that Main Street atmosphere.

3. Nyberg Creek Greenway

Connect existing Nyberg Creek Trail to the Tualatin River Greenway with the construction of a trail along the Nyberg Creek Wetlands. Connection of these two existing trails will improve access to recreation opportunities, provide safe modes of transportation off of major arterial roads from adjacent residential areas to the Town Core.

Existing conditions:

There is an existing Nyberg Creek Trail and an existing Tualatin River Greenway. There is presently no trail system along the Nyberg Creek Wetlands.

4. Tualatin River Greenway Trail

Fully complete the Tualatin River Greenway adjacent to the Town Commons.

Existing conditions:

“The Tualatin River Trail is an accessible 12 foot wide multi use pedestrian and bike path meandering through trees, alongside the river, and past wetlands. It connects people with nature while enabling easy exercise, recreation, and wildlife viewing.

The trail is 4.6 miles along the Tualatin River from Brown's Ferry Park to Tualatin Community Park. In Tualatin Community Park it crosses the pedestrian and bike bridge into Durham Park and Cook Park in Tigard.”¹

Portions of this trail adjacent to the Town Commons are incomplete.

5. Flood Mitigation and Grading

The Commission’s involvement is proposed to be in the form of participating in the local share of any project funded at the local, regional, state, and/or federally funded efforts. The Commission will assume the public-sector leadership role in the redevelopment of historical vacant parcels with the flood plain.

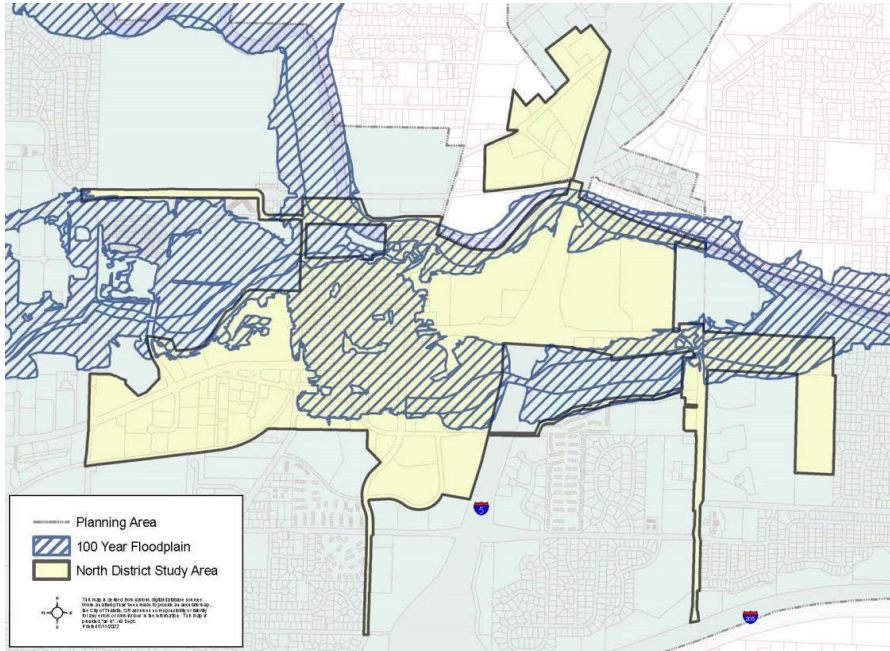
Existing conditions:

The Area contains parcels that are subject to flooding. “The Tualatin River reaches flood stage at 118 feet. More often, localized flooding is caused by small urban streams surging and plugged catch basins associated with heavy rains. One of the lowest lying areas in Tualatin and the first hit when localized flooding occurs is Nyberg Lane at Browns Ferry Park (112 feet) which uses the NGVD1929 Datum.”²

¹ City of Tualatin website <https://www.tualatinoregon.gov/recreation/tualatin-river-greenway-trail>

² City of Tualatin website <https://www.tualatinoregon.gov/publicworks/flooding-our-area>

Figure 2. Floodplain in Area



Source: City of Tualatin

C. Land Acquisition/Disposition

Acquisition/Disposition are allowed in the Plan. Based on sales comparables of notable vacant land, these will be used in accordance with land acquisition to assist with targeted development based on submitted request for proposals.

Existing conditions:

There is presently no funding for an acquisition program for the Area.

D. Community Identity

1. Tualatin River Plaza and Access and Habitat Restoration Project

To design and construction a public gathering space and access point along the Tualatin River. In addition, mitigate impacts while enhancing environmental habitats near project area.

Existing conditions:

There is a desire for a public gathering spot on the Tualatin River near the downtown core. Part of the intent of this project is to help create the “Main Street” feel and community identify for Tualatin while mitigating any impacts and enhancing the environmental habitat.

2. Community Design Master Plan

Fund efforts to establish community design standards for all new development projects, or redevelopment efforts that increase valuation by more than 20%. These standards will allow Tualatin to develop and cultivate a shared identity and design within Plan Area.

Existing conditions:

There are presently no design standards for the Area. Establishing these will further the goal for creating a community identity.

E. Developer Incentives and Rebates

Facilitate development and redevelopment on sites in the Area, stimulating growth and providing new employment opportunities and additional mixed use and commercial growth in the Area. An example of a type of assistance is to reduce or eliminate development impacts on adjacent properties.

Existing conditions:

This Area has many properties that could be developed in the future. There is presently not a funding source in the City to provide development assistance to property owners/developers. This tool will help facilitate development of the Area and will provide additional sources of funds to assist with property mitigation.

F. Economic Development

1. Capital Improvement Grants

Provide financial and regulatory resources to small industrial and commercial property owners to update, modernize existing facilities through capital improvements.

Existing conditions:

There are existing small industrial and commercial properties within the Area that could use assistance for upgrading their facades and modernizing their existing facilities. Many of the businesses occupy several buildings built in 1970s, several which need drastic updates.

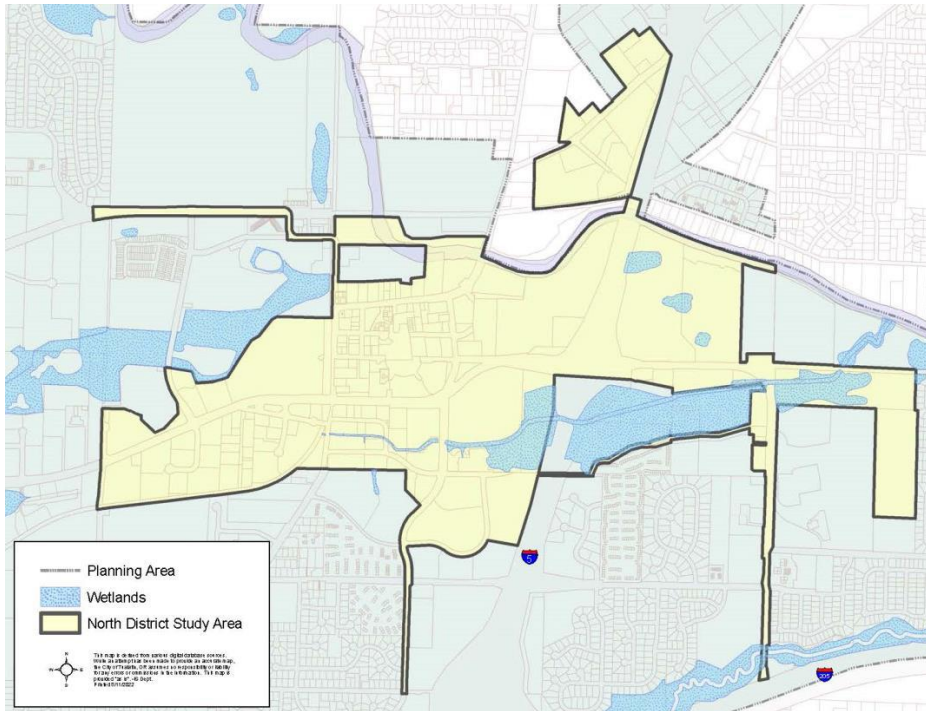
2. Market Feasibility Study

Conduct a market feasibility in the Town Common’s area for added retail and restaurant opportunities to assist with vacant property development.

Existing conditions:

No market study has been conducted by the City of Tualatin since the Commons Redevelopment Project.

Figure 3. Wetlands in Area



Source: City of Tualatin

G. Administration

1. Zone Code Change Plan

Authorizes expenditures to analyze and recommend zone code changes in the Area.

Existing conditions:

The Tualatin Development Code in its current form consists of policies and procedures adopted in 1979. The development requirements based on today's needs and economic issues require an update.

2. Payroll, Legal, Recordings

Authorizes expenditures for the administrative costs associated with managing the URA including budgeting and annual reporting, planning and the implementation of projects in the Area.

Existing conditions:

This Area does not presently exist. Once formed, the TDC needs to allocate sufficient resources to the administration of the Area to allow for implementation of the projects and administration of the Area.

IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The total cost estimates for projects are shown in Table 2 below. Table 2 presents the estimated costs of the projects today (FYE 2023 constant dollars) and the estimated cost of those projects in the future (year of expenditure dollars). The year of expenditure dollars assumes annual 3% inflation rates. These are all estimates acknowledging that the urban renewal portions of these project activities must fit within the maximum indebtedness. If the City is able to jumpstart the Area by providing alternative funding sources which are repaid when tax increment revenues are available, the timing on projects can be moved up.

The Plan assumes that the TDC/City will use other funds to assist in the completion of the projects within the Area. The TDC/City may pursue regional, county, state, and federal funding, private developer contributions, and any other sources of funding that may assist in the implementation of the projects or programs.

The TDC will be able to review and update fund expenditures and allocations on an annual basis when the annual budget is prepared. For more detail, see additional narrative explanation on page 25 of this Report.

Table 2. Estimated Cost of Each Project

Project Title	Constant FYE 2023	Year of Expenditure Project Cost
Blight Remediation - 18970 Catalyst Project'	(\$12,435,000)	(\$14,848,634)
Blight Remediation - SW Nyberg and Nyberg Woods	(\$2,865,000)	(\$3,965,733)
Blight Remediation - Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)	(\$2,865,000)	(\$3,965,733)
Transportation - Area Transportation Plan	(\$100,000)	(\$103,000)
Transportation - North to South Center Road Development and TS Road Realignment	(\$11,000,000)	(\$21,077,100)
Transportation - Tualatin River Greenway	(\$908,344)	(\$2,017,705)
Transportation - Nyberg Green Way	(\$2,091,656)	(\$4,746,095)
Transportation - Flood Mitigation and Grading	(\$3,850,000)	(\$6,384,515)
Land Acquisition - Land	(\$12,000,000)	(\$22,974,400)
Community Identity - Tualatin River Plaza Project	(\$5,000,000)	(\$8,023,500)
Community Identity - Community Design Master Plan	(\$150,000)	(\$201,585)
Developer Incentives - Incentives and Rebate	(\$16,445,890)	(\$31,152,813)
Economic Development - Grants	(\$3,575,000)	(\$6,399,157)
Administration - Payroll, Legal, Recordings	(\$7,500,000)	(\$12,868,260)
Administration - Market Feasibility Study	(\$100,000)	(\$106,090)
Administration - Zone Code Change Plan	(\$100,000)	(\$106,090)
Financing Fees	(\$704,683)	(\$1,051,000)
Total Expenditures	(\$81,690,573)	(\$139,991,410)

Source: City of Tualatin and Tiberius Solutions

V. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FYE 2053 are calculated based on projections of growth in assessed value due to new development and appreciation within the Area and the consolidated tax rate that will apply in the Area.

The long-term projections for FYE 2024 and beyond assume an annual growth rate of 4.0% for real, personal and utility assessed value in the Area (equal to 3% maximum annual appreciation for existing property plus 1% exception value from new development). These projections of growth are the basis for the projections in the Area.

These projections of growth were informed by conversations with City staff and City Council, based on the amount of development potential within the Area. If actual assessed value growth is less than forecast, then it would reduce the financial capacity of the URA to fund projects listed in the Plan.

Table 3 and Figure 4 show the incremental assessed value, tax rates, and tax increment revenues each year, adjusted for discounts, and delinquencies.

The first year of tax increment collections is anticipated to be fiscal year ending (FYE) 2024. Gross tax increment financing (TIF)³ is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.” The consolidated tax rate includes permanent tax rates only, and excludes general obligation bonds and local option levies, which will not be impacted by this Plan.

Figure 4 shows expected TIF revenues over time and the projected tax revenues after termination of the Area. Definitions for Table 4 are shown below:

- Gross tax increment financing revenue (TIF) is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.” The consolidated tax rate includes only permanent tax rates. General obligation bonds and local option levies are excluded, and will not be impacted by this Plan. Total AV is the projected total assessed value.
- Frozen base is the estimate of the assessed value of the Area at its formation.
- Increment used is the total assessed value minus the frozen base.
- Increment shared is the amount that will be distributed to all taxing districts according to their permanent rate due to revenue sharing.
- Tax rate is the total permanent rate levy for the Area.
- Gross tax increment financing revenue (TIF)⁴ is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.”
- Adjustments are calculated at 5% of the Gross TIF and are for discounts, delinquencies, and rate truncation.
- TIF Current Year reflects subtracting the 5% adjustment factor from Gross TIF.

³ TIF is also used to signify tax increment revenues

⁴ TIF is also used to signify tax increment revenues

- TIF Prior Years is the tax increment revenue that was delinquent the prior year and is paid by the assessor's office once it is received. It is estimated that this amount is 1.5% of total TIF.
- Net TIF is the amount of tax increment revenues estimated to be received by the Agency.

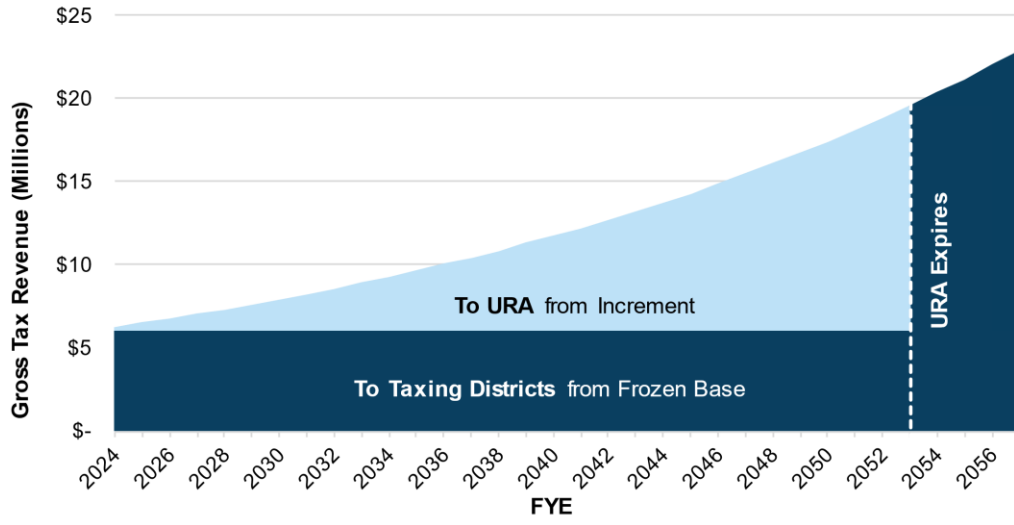
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Table 3. Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues, page 1

FYE	Total AV	Frozen Base AV	Increment Applied	Tax Rate	Gross TIF	Adjustments	Current Year Net	Prior Year Net	Total TIF
2024	529,979,978	509,596,132	20,383,846	11.8383	241,311	(12,066)	229,245	-	229,245
2025	551,179,178	509,596,132	41,583,046	11.8383	492,274	(24,614)	467,660	3,439	471,099
2026	573,226,345	509,596,132	63,630,213	11.8383	753,276	(37,664)	715,612	7,015	722,627
2027	596,155,398	509,596,132	86,559,266	11.8383	1,024,718	(51,236)	973,482	10,734	984,216
2028	620,001,613	509,596,132	110,405,481	11.8383	1,307,017	(65,351)	1,241,666	14,602	1,256,269
2029	644,801,677	509,596,132	135,205,545	11.8383	1,600,609	(80,030)	1,520,578	18,625	1,539,203
2030	670,593,744	509,596,132	160,997,612	11.8383	1,905,944	(95,297)	1,810,647	22,809	1,833,455
2031	697,417,494	509,596,132	187,821,362	11.8383	2,223,492	(111,175)	2,112,318	27,160	2,139,477
2032	725,314,193	509,596,132	215,718,061	11.8383	2,553,743	(127,687)	2,426,056	31,685	2,457,741
2033	754,326,762	509,596,132	244,730,630	11.8383	2,897,203	(144,860)	2,752,343	36,391	2,788,734
2034	784,499,832	509,596,132	274,903,700	11.8383	3,254,402	(162,720)	3,091,682	41,285	3,132,967
2035	815,879,825	509,596,132	306,283,693	11.8383	3,625,889	(181,294)	3,444,595	46,375	3,490,970
2036	848,515,018	509,596,132	338,918,886	11.8383	4,012,236	(200,612)	3,811,624	51,669	3,863,293
2037	882,455,620	509,596,132	372,859,488	11.8383	4,414,036	(220,702)	4,193,334	57,174	4,250,508
2038	917,753,845	509,596,132	408,157,713	11.8383	4,831,908	(241,595)	4,590,313	62,900	4,653,213
2039	954,463,999	509,596,132	444,867,867	11.8383	5,266,495	(263,325)	5,003,171	68,855	5,072,025
2040	992,642,559	509,596,132	483,046,427	11.8383	5,718,466	(285,923)	5,432,543	75,048	5,507,590
2041	1,032,348,261	509,596,132	522,752,129	11.8383	6,188,515	(309,426)	5,879,090	81,488	5,960,578
2042	1,073,642,191	509,596,132	564,046,059	11.8383	6,677,367	(333,868)	6,343,498	88,186	6,431,685
2043	1,116,587,879	509,596,132	606,991,747	11.8383	7,185,772	(359,289)	6,826,484	95,152	6,921,636
2044	1,161,251,393	509,596,132	651,655,261	11.8383	7,714,514	(385,726)	7,328,788	102,397	7,431,186
2045	1,207,701,448	509,596,132	698,105,316	11.8383	8,264,405	(413,220)	7,851,185	109,932	7,961,117
2046	1,256,009,507	509,596,132	746,413,375	11.8383	8,836,292	(441,815)	8,394,478	117,768	8,512,246
2047	1,306,249,887	509,596,132	796,653,755	11.8383	9,431,055	(471,553)	8,959,502	125,917	9,085,419
2048	1,358,499,883	509,596,132	848,903,751	11.8383	10,049,608	(502,480)	9,547,128	134,393	9,681,520
2049	1,412,839,878	509,596,132	903,243,746	11.8383	10,692,903	(534,645)	10,158,258	143,207	10,301,465
2050	1,469,353,473	509,596,132	959,757,341	11.8383	11,361,930	(568,097)	10,793,833	152,374	10,946,207
2051	1,528,127,611	509,596,132	1,018,531,479	11.8383	12,057,718	(602,886)	11,454,832	161,908	11,616,740
2052	1,589,252,716	509,596,132	1,079,656,584	11.8383	12,781,337	(639,067)	12,142,271	171,822	12,314,093
2053	1,652,822,825	509,596,132	1,143,226,693	11.8383	13,533,902	(676,695)	12,857,207	182,134	13,039,341
TOTAL:					170,898,337	(8,544,918)	162,353,423	2,242,444	164,595,865

Source: Tiberius Solution

Figure 4. TIF Projections



Source: Tiberius Solutions

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VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 4 shows a summary of the financial capacity of the URA, including how the total TIF revenue translates to the ability to fund urban renewal projects in constant FYE 2023 dollars in five-year increments. Table 7, Table 8, Table 9, and Table 10 show more detailed tables on the allocation of tax revenues to projects, programs, and administration over time.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the URA in FYE 2053, a 30-year urban renewal plan. The time frame of urban renewal is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If growth in assessed value is slower than projected, the Agency may take division of taxes for a longer time period. If growth in assessed value is more robust than the projections, the Agency may take division of taxes for a shorter time period. These assumptions show one scenario for financing and that this scenario is financially feasible.

The maximum indebtedness is \$140,000,000 (One Hundred Forty Million Million dollars). The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$140,000,000 is \$164,595,865 and is from permanent rate levies. The increase over the maximum indebtedness is due to the projected cost of the interest on borrowings.

Table 4. TIF Capacity of the Area in FYE 2023 Constant Rounded Numbers

Total Net TIF	\$164,600,000
Maximum Indebtedness	\$140,000,000
Capacity (2021\$)	\$81,700,000
Years 1-5	\$800,000
Years 6-10	\$17,200,000
Years 11-15	\$14,600,000
Years 16-20	\$13,900,000
Years 21-25	\$17,900,000
Years 26-30	\$17,200,000

Source: Tiberius Solutions

This financial analysis shows borrowings as identified in Table 6. This is only one scenario for how the TDC may decide to implement this Plan, and this scenario is financially feasible. The TDC may decide to do borrowings at different times or for different amounts, depending on their analysis at the time. The timeframes on these borrowings are designed to have all borrowings repaid at the termination of the Area in FYE 2053. The amounts shown are the principal amounts of the borrowings. The total amounts, including interest, are shown in the second column of Table 7.

Table 5. Estimated Borrowings and Amounts

Loan	Loan A	Loan B	Loan C	Loan D
Principal Amount	\$12,750,000	\$11,300,000	\$15,000,000	\$13,500,000
Interest Rate	5.00%	5.00%	5.00%	5.00%
Loan Term	20	20	15	9
Loan Year	2029	2034	2039	2045
Interest Payment Start	2029	2034	2039	2045
Principal Payment Start	2029	2034	2039	2045
Annual Payment	(\$1,023,093)	(\$906,741)	(\$1,445,134)	(\$1,899,316)

Source: Tiberius Solutions

Table 6. Tax Increment Revenues and Allocations to Debt Service, page 1

	Total	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Resources								
Beginning Balance		-	-	-	-	-	-	-
TIF: Current Year	162,353,422	229,245	467,660	715,612	973,482	1,241,666	1,520,578	1,810,647
TIF: Prior Years	2,242,443	-	3,439	7,015	10,734	14,602	18,625	22,809
Total Resources	164,595,865	229,245	471,099	722,627	984,216	1,256,269	1,539,203	1,833,455
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(20,461,860)	-	-	-	-	-	(1,023,093)	(1,023,093)
Loan B	(18,134,825)	-	-	-	-	-	-	-
Loan C	(21,677,015)	-	-	-	-	-	-	-
Loan D	(17,093,845)	-	-	-	-	-	-	-
Total Debt Service	(77,367,544)	-	-	-	-	-	(1,023,093)	(1,023,093)
Debt Service Coverage Ratio	-	-	-	-	-	-	1.50	1.79
Transfer to URA Projects Fund	(87,228,321)	(229,245)	(471,099)	(722,627)	(984,216)	(1,256,269)	(516,110)	(810,362)
Total Expenditures	(164,595,865)	(229,245)	(471,099)	(722,627)	(984,216)	(1,256,269)	(1,539,203)	(1,833,455)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 7. Tax Incremental Revenues and Allocations to Debt Service, page 2

	FYE 2031	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	2,112,318	2,426,056	2,752,343	3,091,682	3,444,595	3,811,624	4,193,334	4,590,313
TIF: Prior Years	27,160	31,685	36,391	41,285	46,375	51,669	57,174	62,900
Total Resources	2,139,477	2,457,741	2,788,734	3,132,967	3,490,970	3,863,293	4,250,508	4,653,213
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)
Loan B	-	-	-	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)
Loan C	-	-	-	-	-	-	-	-
Loan D	-	-	-	-	-	-	-	-
Total Debt Service	(1,023,093)	(1,023,093)	(1,023,093)	(1,929,834)	(1,929,834)	(1,929,834)	(1,929,834)	(1,929,834)
Debt Service Coverage Ratio	2.09	2.40	2.73	1.62	1.81	2.00	2.20	2.41
Transfer to URA Projects Fund	(1,116,384)	(1,434,648)	(1,765,641)	(1,203,133)	(1,561,136)	(1,933,459)	(2,320,674)	(2,723,379)
Total Expenditures	(2,139,477)	(2,457,741)	(2,788,734)	(3,132,967)	(3,490,970)	(3,863,293)	(4,250,508)	(4,653,213)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 8. Tax Incremental Revenues and Allocations to Debt Service, page 3

	FYE 2039	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044	FYE 2045	FYE 2046
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	5,003,171	5,432,543	5,879,090	6,343,498	6,826,484	7,328,788	7,851,185	8,394,478
TIF: Prior Years	68,855	75,048	81,488	88,186	95,152	102,397	109,932	117,768
Total Resources	5,072,025	5,507,590	5,960,578	6,431,685	6,921,636	7,431,186	7,961,117	8,512,246
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)	(1,023,093)
Loan B	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)
Loan C	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)
Loan D	-	-	-	-	-	-	(1,899,316)	(1,899,316)
Total Debt Service	(3,374,969)	(3,374,969)	(3,374,969)	(3,374,969)	(3,374,969)	(3,374,969)	(5,274,285)	(5,274,285)
Debt Service Coverage Ratio	1.50	1.63	1.77	1.91	2.05	2.20	1.51	1.61
Transfer to URA Projects Fund	(1,697,057)	(2,132,622)	(2,585,609)	(3,056,716)	(3,546,668)	(4,056,217)	(2,686,832)	(3,237,961)
Total Expenditures	(5,072,025)	(5,507,590)	(5,960,578)	(6,431,685)	(6,921,636)	(7,431,186)	(7,961,117)	(8,512,246)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 9. Tax Incremental Revenues and Allocations, page 4

	FYE 2047	FYE 2048	FYE 2049	FYE 2050	FYE 2051	FYE 2052	FYE 2053
Resources							
Beginning Balance	-	-	-	-	-	-	-
TIF: Current Year	8,959,502	9,547,128	10,158,258	10,793,833	11,454,832	12,142,271	12,857,207
TIF: Prior Years	125,917	134,393	143,207	152,374	161,908	171,822	182,134
Total Resources	9,085,419	9,681,520	10,301,465	10,946,207	11,616,740	12,314,093	13,039,341
Expenditures							
Debt Service							
Scheduled Payments							
Loan A	(1,023,093)	(1,023,093)	-	-	-	-	-
Loan B	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)	(906,741)
Loan C	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)	(1,445,134)
Loan D	(1,899,316)	(1,899,316)	(1,899,316)	(1,899,316)	(1,899,316)	(1,899,316)	(1,899,316)
Total Debt Service	(5,274,285)	(5,274,285)	(4,251,192)	(4,251,192)	(4,251,192)	(4,251,192)	(4,251,191)
Debt Service Coverage Ratio	1.72	1.84	2.42	2.57	2.73	2.90	3.07
Transfer to URA Projects Fund	(3,811,135)	(4,407,235)	(6,050,273)	(6,695,016)	(7,365,548)	(8,062,901)	(8,788,149)
Total Expenditures	(9,085,419)	(9,681,520)	(10,301,465)	(10,946,207)	(11,616,740)	(12,314,093)	(13,039,341)
Ending Balance	-	-	-	-	-	-	-

Source: Tiberius Solutions

VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the TDC. Annual expenditures for program administration are also shown, and are predicated on the fact that urban renewal activities will start off slowly in the beginning years and increase in the later years of the Area.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2053, a 30-year program.

The amount of money available for projects in 2023 constant dollars for the Area is \$81,690,573. See Table 2 for the individual project analysis. This is calculated by reflecting the maximum indebtedness of \$140,000,000 in constant 2023 dollars. This is done as the TDC's cost estimates are typically in constant dollars, so understanding how that relates to the overall MI over 30 years is important to help the TDC to make projections on the allocation of funds throughout the life of the Area.

Table 11, Table 12, Table 13, and Table 14 show the \$81,690,573 of 2022 project dollars inflated over the life of the Area including administrative expenses. All costs shown in Table 11, Table 12, Table 13, and Table 14 are in year-of-expenditure dollars, which are adjusted by 3.0% annually to account for inflation. The year of expenditure total cost is \$139,991,410.

The 3% inflation rate is the rate to use in the future if any amendment to increase maximum indebtedness is pursued in accordance with ORS 457.470. The TDC may change the completion dates in their annual budgeting process or as project decisions are made in administering the Plan. The following tables are prepared to show that the Area is financially feasible as required by ORS 457. It assumes completion of projects as funding becomes available. If the City is able to jumpstart the Area by providing alternative funding sources which are repaid when tax increment revenues are available, or if other outside funding sources are secured, including but not limited to developer contributions, the timing on projects can be moved up.

Table 10. Programs and Costs in Year of Expenditure Dollars, Page 1

	Total	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Resources								
Beginning Balance		-	23,245	176,190	790,428	1,666,046	2,814,715	871,855
Interest Earnings	213,089	-	116	881	3,952	8,330	14,074	4,359
Transfer from TIF Fund	87,228,321	229,245	471,099	722,627	984,216	1,256,269	516,110	810,362
Bond/Loan Proceeds	52,550,000	-	-	-	-	-	12,750,000	-
Other	-							
Total Resources	139,991,410	229,245	494,460	899,698	1,778,596	2,930,645	16,094,899	1,686,576
Expenditures (YOE \$)								
Blight Remediation - 18970 Catalyst Project'	(\$14,848,634)						(\$14,848,634)	
Blight Remediation - SW Nyberg and Nyberg Woods	(\$3,965,733)							
Blight Remediation - Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)	(\$3,965,733)							
Transportation - Area Transportation Plan	(\$103,000)	(\$103,000)						
Transportation - North to South Center Road Development and TS Road Realignment	(\$21,077,100)							
Transportation - Tualatin River Greenway	(\$2,017,705)							
Transportation - Nyberg Green Way	(\$4,746,095)							
Transportation - Flood Mitigation and Grading	(\$6,384,515)							
Land Acquisition - Land	(\$22,974,400)							
Community Identity - Tualatin River Plaza Project	(\$8,023,500)							
Community Identity - Community Design Master Plan	(\$201,585)							
Developer Incentives - Incentives and Rebate	(\$31,152,813)							(\$614,950)
Economic Development - Grants	(\$6,399,157)							(\$153,738)
Administration - Payroll, Legal, Recordings	(\$12,868,260)	(\$103,000)	(\$106,090)	(\$109,270)	(\$112,550)	(\$115,930)	(\$119,410)	(\$307,475)
Administration - Market Feasibility Study	(\$106,090)		(\$106,090)					
Administration - Zone Code Change Plan	(\$106,090)		(\$106,090)					
Financing Fees	(\$1,051,000)						(\$255,000)	
Total Expenditures	(\$139,991,410)	(\$206,000)	(\$318,270)	(\$109,270)	(\$112,550)	(\$115,930)	(\$15,223,044)	(\$1,076,163)
Ending Balance		\$23,245	\$176,190	\$790,428	\$1,666,046	\$2,814,715	\$871,855	\$610,413

Source: Tiberius Solutions

Table 11. Programs and Costs in Year of Expenditure Dollars, Page 2

	FYE 2031	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038
Resources								
Beginning Balance	610,413	621,400	917,454	167,870	430,986	639,862	1,181,444	2,071,055
Interest Earnings	3,052	3,107	4,587	839	2,155	3,199	5,907	10,355
Transfer from TIF Fund	1,116,384	1,434,648	1,765,641	1,203,133	1,561,136	1,933,459	2,320,674	2,723,379
Bond/Loan Proceeds	-	-	-	11,300,000	-	-	-	-
Other								
Total Resources	1,729,850	2,059,154	2,687,683	12,671,842	1,994,277	2,576,519	3,508,025	4,804,789
Expenditures (YOE \$)								
Blight Remediation - 18970 Catalyst Project'								
Blight Remediation - SW Nyberg and Nyberg Woods				(\$3,965,733)				
Blight Remediation - Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)				(\$3,965,733)				
Transportation - Area Transportation Plan								
Transportation - North to South Center Road Development and TS Road Realignment								
Transportation - Tualatin River Greenway								
Transportation - Nyberg Green Way								
Transportation - Flood Mitigation and Grading			(\$1,142,315)					
Land Acquisition - Land				(\$2,768,400)				(\$3,116,000)
Community Identity - Tualatin River Plaza Project								
Community Identity - Community Design Master Plan			(\$201,585)					
Developer Incentives - Incentives and Rebate	(\$633,400)	(\$652,400)	(\$671,950)	(\$692,100)	(\$712,850)	(\$734,250)	(\$756,300)	(\$779,000)
Economic Development - Grants	(\$158,350)	(\$163,100)	(\$167,988)	(\$207,630)	(\$213,855)	(\$220,275)	(\$226,890)	(\$233,700)
Administration - Payroll, Legal, Recordings	(\$316,700)	(\$326,200)	(\$335,975)	(\$415,260)	(\$427,710)	(\$440,550)	(\$453,780)	(\$467,400)
Administration - Market Feasibility Study								
Administration - Zone Code Change Plan								
Financing Fees				(\$226,000)				
Total Expenditures	(\$1,108,450)	(\$1,141,700)	(\$2,519,813)	(\$12,240,856)	(\$1,354,415)	(\$1,395,075)	(\$1,436,970)	(\$4,596,100)
Ending Balance	\$621,400	\$917,454	\$167,870	\$430,986	\$639,862	\$1,181,444	\$2,071,055	\$208,689

Source: Tiberius Solutions

Table 12. Programs and Costs in Year of Expenditure Dollars, Page 3

	FYE 2039	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044	FYE 2045	FYE 2046
Resources								
Beginning Balance	208,689	640,024	1,205,685	2,180,043	3,581,834	5,430,615	7,746,700	804,872
Interest Earnings	1,043	3,200	6,028	10,900	17,909	27,153	38,734	4,024
Transfer from TIF Fund	1,697,057	2,132,622	2,585,609	3,056,716	3,546,668	4,056,217	2,686,832	3,237,961
Bond/Loan Proceeds	15,000,000	-	-	-	-	-	13,500,000	-
Other								
Total Resources	16,906,789	2,775,845	3,797,323	5,247,659	7,146,410	9,513,985	23,972,267	4,046,857
Expenditures (YOE \$)								
Blight Remediation - 18970 Catalyst Project'								
Blight Remediation - SW Nyberg and Nyberg Woods								
Blight Remediation - Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)								
Transportation - Area Transportation Plan								
Transportation - North to South Center Road Development and TS Road Realignment							(\$21,077,100)	
Transportation - Tualatin River Greenway								
Transportation - Nyberg Green Way								
Transportation - Flood Mitigation and Grading	(\$3,209,400)							
Land Acquisition - Land	(\$3,209,400)							
Community Identity - Tualatin River Plaza Project	(\$8,023,500)							
Community Identity - Community Design Master Plan								
Developer Incentives - Incentives and Rebate	(\$802,350)	(\$826,400)	(\$851,200)	(\$876,750)	(\$903,050)	(\$930,150)	(\$958,050)	(\$1,480,200)
Economic Development - Grants	(\$240,705)	(\$247,920)	(\$255,360)	(\$263,025)	(\$270,915)	(\$279,045)	(\$287,415)	(\$296,040)
Administration - Payroll, Legal, Recordings	(\$481,410)	(\$495,840)	(\$510,720)	(\$526,050)	(\$541,830)	(\$558,090)	(\$574,830)	(\$592,080)
Administration - Market Feasibility Study								
Administration - Zone Code Change Plan								
Financing Fees	(\$300,000)						(\$270,000)	
Total Expenditures	(\$16,266,765)	(\$1,570,160)	(\$1,617,280)	(\$1,665,825)	(\$1,715,795)	(\$1,767,285)	(\$23,167,395)	(\$2,368,320)
Ending Balance	\$640,024	\$1,205,685	\$2,180,043	\$3,581,834	\$5,430,615	\$7,746,700	\$804,872	\$1,678,537

Source: Tiberius Solutions

Table 13. Programs and Costs in Year of Expenditure Dollars, Page 4

	FYE 2047	FYE 2048	FYE 2049	FYE 2050	FYE 2051	FYE 2052	FYE 2053
Resources							
Beginning Balance	1,678,537	1,025,904	2,402,260	1,024,274	616,251	606,401	483,497
Interest Earnings	8,393	5,130	12,011	5,121	3,081	3,032	2,417
Transfer from TIF Fund	3,811,135	4,407,235	6,050,273	6,695,016	7,365,548	8,062,901	8,788,149
Bond/Loan Proceeds	-	-					
Other							
Total Resources	5,498,064	5,438,270	8,464,544	7,724,411	7,984,880	8,672,335	9,274,063
Expenditures (YOE \$)							
Blight Remediation - 18970 Catalyst Project'							
Blight Remediation - SW Nyberg and Nyberg Woods							
Blight Remediation - Intersection Improvements (SW 89th Ave + SW Mohave CT and Tualatin Sherwood Road)							
Transportation - Area Transportation Plan							
Transportation - North to South Center Road Development and TS Road Realignment							
Transportation - Tualatin River Greenway				(\$2,017,705)			
Transportation - Nyberg Green Way				(\$1,314,245)	(\$3,431,850)		
Transportation - Flood Mitigation and Grading	(\$2,032,800)						
Land Acquisition - Land			(\$4,313,200)			(\$4,713,000)	(\$4,854,400)
Community Identity - Tualatin River Plaza Project							
Community Identity - Community Design Master Plan							
Developer Incentives - Incentives and Rebate	(\$1,524,600)	(\$2,093,800)	(\$2,156,600)	(\$2,776,625)	(\$2,859,875)	(\$2,356,500)	(\$3,509,463)
Economic Development - Grants	(\$304,920)	(\$314,070)	(\$323,490)	(\$333,195)	(\$400,383)	(\$412,388)	(\$424,760)
Administration - Payroll, Legal, Recordings	(\$609,840)	(\$628,140)	(\$646,980)	(\$666,390)	(\$686,370)	(\$706,950)	(\$485,440)
Administration - Market Feasibility Study							
Administration - Zone Code Change Plan							
Financing Fees							
Total Expenditures	(\$4,472,160)	(\$3,036,010)	(\$7,440,270)	(\$7,108,160)	(\$7,378,478)	(\$8,188,838)	(\$9,274,063)
Ending Balance	\$1,025,904	\$2,402,260	\$1,024,274	\$616,251	\$606,401	\$483,497	\$0

Source: Tiberius Solutions

VIII. REVENUE SHARING

Revenue sharing thresholds are expected to begin as the threshold set in ORS 457 (annual tax increment revenues in excess of 10 percent of the maximum indebtedness) is not expected to be met during the life of the Plan.

Revenue sharing means that at thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the incremental growth in the Area. The first threshold is when annual tax increment finance revenues exceed 10% of the original maximum indebtedness of the Plan (\$14,000,000). At the 10% threshold, the TDC will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold, and the taxing jurisdictions will receive 75% of the increment above the 10% threshold.

The second threshold is set at 12.5% of the maximum indebtedness (\$17,500,000). If this threshold is met, revenue for the area would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts.

If assessed value in the Area grows more quickly than projected, the revenue sharing thresholds could be reached earlier. If assessed value grows more slowly, they could be reached later.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through FYE 2053 and are shown in Table 15 and Table 16.

The Tigard/Tualatin School District and the Northwest Regional Education Service District are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 15 and Table 16 show the projected impacts to permanent rate levies of taxing districts as a result of this Plan. Table 15 shows the general government levies, and Table 16 shows the education levies

Table 14. Projected Impact on Taxing District Permanent Rate Levies - General Government, page 1

FYE	Washington County	City of Tualatin	Metro	Port of Portland	Tualatin Soil & Water District	Tualatin Valley Fire & Rescue	Tigard/Tualatin Aquatic District	Clackamas County City	Clackamas County Extension & 4H	Clackamas County Library	Clackamas County Soil Conservation	Vector Control	Subtotal
2024	(41,842)	(43,890)	(1,871)	(1,357)	(1,535)	(29,535)	(1,743)	(1,815)	(38)	(300)	(38)	(5)	(123,969)
2025	(85,986)	(90,194)	(3,844)	(2,790)	(3,155)	(60,694)	(3,581)	(3,730)	(78)	(616)	(78)	(10)	(254,756)
2026	(131,895)	(138,350)	(5,897)	(4,279)	(4,840)	(93,100)	(5,494)	(5,721)	(119)	(946)	(119)	(15)	(390,774)
2027	(179,641)	(188,432)	(8,031)	(5,828)	(6,592)	(126,802)	(7,482)	(7,792)	(162)	(1,288)	(162)	(21)	(532,233)
2028	(229,296)	(240,518)	(10,251)	(7,439)	(8,414)	(161,852)	(9,551)	(9,946)	(207)	(1,644)	(207)	(27)	(679,351)
2029	(280,938)	(294,687)	(12,560)	(9,114)	(10,308)	(198,304)	(11,702)	(12,185)	(253)	(2,014)	(253)	(33)	(832,353)
2030	(334,645)	(351,023)	(14,961)	(10,857)	(12,279)	(236,214)	(13,939)	(14,515)	(302)	(2,399)	(302)	(39)	(991,475)
2031	(390,501)	(409,612)	(17,458)	(12,669)	(14,329)	(275,641)	(16,265)	(16,938)	(352)	(2,800)	(352)	(46)	(1,156,962)
2032	(448,591)	(470,545)	(20,055)	(14,553)	(16,460)	(316,645)	(18,685)	(19,457)	(405)	(3,216)	(405)	(53)	(1,329,069)
2033	(509,004)	(533,915)	(22,756)	(16,513)	(18,677)	(359,288)	(21,201)	(22,078)	(459)	(3,649)	(459)	(60)	(1,508,060)
2034	(571,834)	(599,820)	(25,565)	(18,552)	(20,982)	(403,638)	(23,818)	(24,803)	(516)	(4,100)	(516)	(67)	(1,694,210)
2035	(637,178)	(668,361)	(28,486)	(20,672)	(23,380)	(449,761)	(26,540)	(27,637)	(575)	(4,568)	(575)	(75)	(1,887,807)
2036	(705,135)	(739,644)	(31,524)	(22,876)	(25,873)	(497,730)	(29,370)	(30,585)	(636)	(5,055)	(636)	(83)	(2,089,147)
2037	(775,810)	(813,778)	(34,684)	(25,169)	(28,467)	(547,617)	(32,314)	(33,650)	(700)	(5,562)	(700)	(91)	(2,298,542)
2038	(849,312)	(890,877)	(37,970)	(27,554)	(31,164)	(599,500)	(35,376)	(36,838)	(766)	(6,089)	(766)	(100)	(2,516,311)
2039	(925,755)	(971,061)	(41,387)	(30,034)	(33,968)	(653,458)	(38,560)	(40,154)	(835)	(6,637)	(835)	(109)	(2,742,792)
2040	(1,005,255)	(1,054,452)	(44,942)	(32,613)	(36,886)	(709,574)	(41,871)	(43,602)	(907)	(7,207)	(907)	(118)	(2,978,332)
2041	(1,087,935)	(1,141,178)	(48,638)	(35,295)	(39,919)	(767,935)	(45,315)	(47,188)	(981)	(7,800)	(981)	(128)	(3,223,293)
2042	(1,173,922)	(1,231,374)	(52,482)	(38,085)	(43,074)	(828,630)	(48,896)	(50,918)	(1,059)	(8,416)	(1,059)	(138)	(3,478,053)
2043	(1,263,349)	(1,325,177)	(56,480)	(40,986)	(46,356)	(891,754)	(52,621)	(54,797)	(1,140)	(9,058)	(1,140)	(148)	(3,743,003)
2044	(1,356,352)	(1,422,732)	(60,638)	(44,003)	(49,768)	(957,402)	(56,495)	(58,830)	(1,223)	(9,724)	(1,223)	(159)	(4,018,552)
2045	(1,453,076)	(1,524,190)	(64,962)	(47,141)	(53,317)	(1,025,676)	(60,524)	(63,026)	(1,311)	(10,418)	(1,311)	(170)	(4,305,122)
2046	(1,553,669)	(1,629,706)	(69,459)	(50,405)	(57,008)	(1,096,681)	(64,714)	(67,389)	(1,401)	(11,139)	(1,401)	(182)	(4,603,155)
2047	(1,658,286)	(1,739,442)	(74,136)	(53,799)	(60,847)	(1,170,526)	(69,071)	(71,927)	(1,496)	(11,889)	(1,496)	(194)	(4,913,109)
2048	(1,767,087)	(1,853,568)	(79,001)	(57,329)	(64,839)	(1,247,325)	(73,603)	(76,646)	(1,594)	(12,669)	(1,594)	(207)	(5,235,462)
2049	(1,880,241)	(1,972,259)	(84,059)	(61,000)	(68,991)	(1,327,196)	(78,316)	(81,554)	(1,696)	(13,480)	(1,696)	(220)	(5,570,709)
2050	(1,997,920)	(2,095,698)	(89,320)	(64,817)	(73,309)	(1,410,262)	(83,218)	(86,658)	(1,802)	(14,324)	(1,802)	(234)	(5,919,365)
2051	(2,120,307)	(2,224,074)	(94,792)	(68,788)	(77,800)	(1,496,650)	(88,315)	(91,966)	(1,913)	(15,201)	(1,913)	(249)	(6,281,968)
2052	(2,247,589)	(2,357,586)	(100,482)	(72,917)	(82,470)	(1,586,494)	(93,617)	(97,487)	(2,027)	(16,114)	(2,027)	(264)	(6,659,075)
2053	(2,379,962)	(2,496,437)	(106,400)	(77,212)	(87,327)	(1,679,932)	(99,131)	(103,229)	(2,147)	(17,063)	(2,147)	(279)	(7,051,266)
TOTAL:	(30,042,313)	(31,512,580)	(1,343,091)	(974,646)	(1,102,334)	(21,205,816)	(1,251,328)	(1,303,061)	(27,096)	(215,385)	(27,100)	(3524)	(89,008,275)

Source: Tiberius Solutions

Table 15. Projected Impact on Taxing District Permanent Rate Levies – Education

FYE	Portland Community College	NW Regional ESD	Tigard/Tualatin School District	Clackamas Community College	Subtotal Education	TOTAL Education Gen. Gov't
2024	(5,263)	(2,978)	(96,614)	(421)	(105,277)	(229,245)
2025	(10,815)	(6,120)	(198,542)	(866)	(216,343)	(471,099)
2026	(16,590)	(9,388)	(304,547)	(1,328)	(331,853)	(722,627)
2027	(22,595)	(12,787)	(414,792)	(1,809)	(451,983)	(984,216)
2028	(28,841)	(16,321)	(529,447)	(2,309)	(576,918)	(1,256,269)
2029	(35,336)	(19,997)	(648,689)	(2,829)	(706,850)	(1,539,203)
2030	(42,091)	(23,820)	(772,699)	(3,370)	(841,980)	(1,833,455)
2031	(49,117)	(27,795)	(901,671)	(3,933)	(982,515)	(2,139,477)
2032	(56,423)	(31,930)	(1,035,801)	(4,518)	(1,128,672)	(2,457,741)
2033	(64,022)	(36,230)	(1,175,296)	(5,126)	(1,280,674)	(2,788,734)
2034	(71,924)	(40,703)	(1,320,371)	(5,759)	(1,438,757)	(3,132,967)
2035	(80,143)	(45,354)	(1,471,250)	(6,417)	(1,603,163)	(3,490,970)
2036	(88,691)	(50,191)	(1,628,163)	(7,101)	(1,774,145)	(3,863,293)
2037	(97,580)	(55,221)	(1,791,353)	(7,813)	(1,951,967)	(4,250,509)
2038	(106,825)	(60,453)	(1,961,070)	(8,553)	(2,136,901)	(4,653,213)
2039	(116,440)	(65,894)	(2,137,576)	(9,323)	(2,329,233)	(5,072,025)
2040	(126,439)	(71,553)	(2,321,143)	(10,123)	(2,529,258)	(5,507,590)
2041	(136,839)	(77,438)	(2,512,052)	(10,956)	(2,737,284)	(5,960,578)
2042	(147,654)	(83,558)	(2,710,597)	(11,822)	(2,953,632)	(6,431,685)
2043	(158,902)	(89,924)	(2,917,085)	(12,722)	(3,178,633)	(6,921,636)
2044	(170,600)	(96,544)	(3,131,831)	(13,659)	(3,412,634)	(7,431,186)
2045	(182,766)	(103,428)	(3,355,168)	(14,633)	(3,655,995)	(7,961,117)
2046	(195,418)	(110,588)	(3,587,438)	(15,646)	(3,909,090)	(8,512,246)
2047	(208,576)	(118,035)	(3,828,999)	(16,700)	(4,172,310)	(9,085,419)
2048	(222,261)	(125,779)	(4,080,222)	(17,795)	(4,446,058)	(9,681,520)
2049	(236,494)	(133,833)	(4,341,494)	(18,935)	(4,730,756)	(10,301,465)
2050	(251,295)	(142,210)	(4,613,217)	(20,120)	(5,026,842)	(10,946,207)
2051	(266,689)	(150,921)	(4,895,809)	(21,352)	(5,334,772)	(11,616,740)
2052	(282,698)	(159,981)	(5,189,705)	(22,634)	(5,655,018)	(12,314,093)
2053	(299,348)	(169,403)	(5,495,357)	(23,967)	(5,988,075)	(13,039,341)
TOTAL:	(3,778,675)	(2,138,377)	(69,367,998)	(302,539)	(75,587,588)	(164,595,865)

Source: Tiberius Solutions Please refer to the explanation of the schools funding in the preceding section .

Table 16 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for FYE 2054. The Frozen Base is the assessed value of the Area established by the county assessor at the time the Area is established. Excess Value is the increased assessed value in the Area above the Frozen Base.

Table 16. Additional Revenues Obtained after Termination of Tax Increment Financing – FYE 2054

Taxing District	Tax Rate	From Frozen Base	From Excess Value	Total
General Government				
Washington County	2.2484	\$1,101,111	\$2,613,084	\$3,714,195
City of Tualatin	2.2665	\$1,154,999	\$2,740,968	\$3,895,967
Metro	0.0966	\$49,227	\$116,822	\$166,049
Port of Portland	0.0701	\$35,723	\$84,775	\$120,498
Tualatin Soil & Water District	0.0825	\$40,403	\$95,881	\$136,284
Tualatin Valley Fire & Rescue	1.5252	\$777,236	\$1,844,485	\$2,621,721
Tigard/Tualatin Aquatic District	0.0900	\$45,864	\$108,841	\$154,705
Clackamas County City	2.4042	\$47,760	\$113,340	\$161,100
Clackamas County Extension & 4H	0.0500	\$993	\$2,357	\$3,350
Clackamas County Library	0.3974	\$7,894	\$18,734	\$26,628
Clackamas County Soil Conservation	0.0500	\$993	\$2,357	\$3,350
Vector Control	0.0065	\$129	\$306	\$435
Subtotal Gen. Govt.	8.7835	\$3,252,323	\$7,718,196	\$10,970,519
Education				
Portland Community College	0.2828	\$138,496	\$328,669	\$467,165
NW Regional ESD	0.1538	\$78,376	\$185,997	\$264,373
Tigard/Tualatin School District	4.9892	\$2,542,477	\$6,033,637	\$8,576,114
Clackamas Community College	0.5582	\$11,089	\$26,315	\$37,404
Subtotal Education	*	\$2,770,438	\$6,574,618	\$9,345,056
TOTAL:		\$6,022,761	\$14,292,814	\$20,315,575

Source: Tiberius Solutions *(two community college districts)

X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality’s total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 20202 values), including all real, personal, personal, manufactured, and utility properties in the Area, is projected to be \$509,596,132. The Washington County Assessor and the Clackamas County Assessors will certify the frozen base once the urban renewal plan is adopted.

The total assessed value of the City of Tualatin in FYE 20210 is \$4,611,249,565. In Washington County and \$566,972,158 in Clackamas County for a total of \$5,178,221,723.

The percentage of total City assessed value in the urban renewal area is 11.88%, below the 25% threshold.

The Area contains 475.9 acres, including public rights-of-way, and the City of Tualatin contains 5,240 acres. This puts 22.8 % of the City’s acreage in an urban renewal area, which is below the 25% threshold.

Table 17. Urban Renewal Area Conformance with Assessed Value and Acreage Limits

	Acreage	Assessed Value
Basalt Creek	717.3	\$105,799,955
Core Opportunity and Reinvestment Area	475.9	\$509,596,132
Total in Urban Renewal	1,193.2	\$615,396,087
City of Tualatin	5,240	\$5,178,221,723
% of City	22.8%	11.88%

Source: Compiled by Elaine Howard Consulting, LLC with data from Tiberius Solutions LLC, City of Tualatin, Washington County Department of Assessment and Taxation (FYE 2022) and Clackamas County Department of Assessment and Taxation (FYE 2022)

*Estimated value, exact value will be set by the Washington County Assessor upon adoption of the Plan.

XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the Central Opportunity Reinvestment Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Area IS 475.9 acres, which is composed of 231 individual parcels encompassing 356.16 acres, and an additional 119.74 acres in public rights-of-way. An analysis of FYE 2022 property classification data from the Washington County and Clackamas County Assessor’s Office were used to determine the land use designation of parcels in the Area. By acreage, Commercial accounts for the most prevalent land use within the area (77%) . This was followed by Exempt (10%). Detailed land use designations in the Area are shown in Table 18.

Table 18. Land Use in the Area

Land Use	Parcels	Acres	Percent of Acres
Commercial	142	274.08	76.95%
Exempt	46	35.54	9.98%
Multi-Family	8	26.11	7.33%
Tract	1	14.85	4.17%
Miscellaneous	8	4.64	1.30%
Residential	26	0.93	0.26%
TOTAL:	231	356.16	100.00%

Source: Compiled by Elaine Howard Consulting with data from the Washington County and Clackamas County Assessor’s Office (FYE 2022)

2. Comprehensive Plan Designations

The most prevalent comprehensive plan designation by acreage in the Area is Commercial (70%) followed by Residential (16%). Detailed comprehensive plan designations in the Area are shown in Table 19.

Table 19 Comprehensive Plan Designations in the Area

Comprehensive Plan Designation	Tax Lots	Acres	Percent of Acres
Commercial	181	249.40	70.02%
Residential	11	58.47	16.42%
Industrial	39	48.30	13.56%
TOTAL:	231	356.16	100.00%

Source: Compiled by Elaine Howard Consulting with data from the Washington County and Clackamas County Assessor's Office (FYE 2022)

3. Zoning Designations

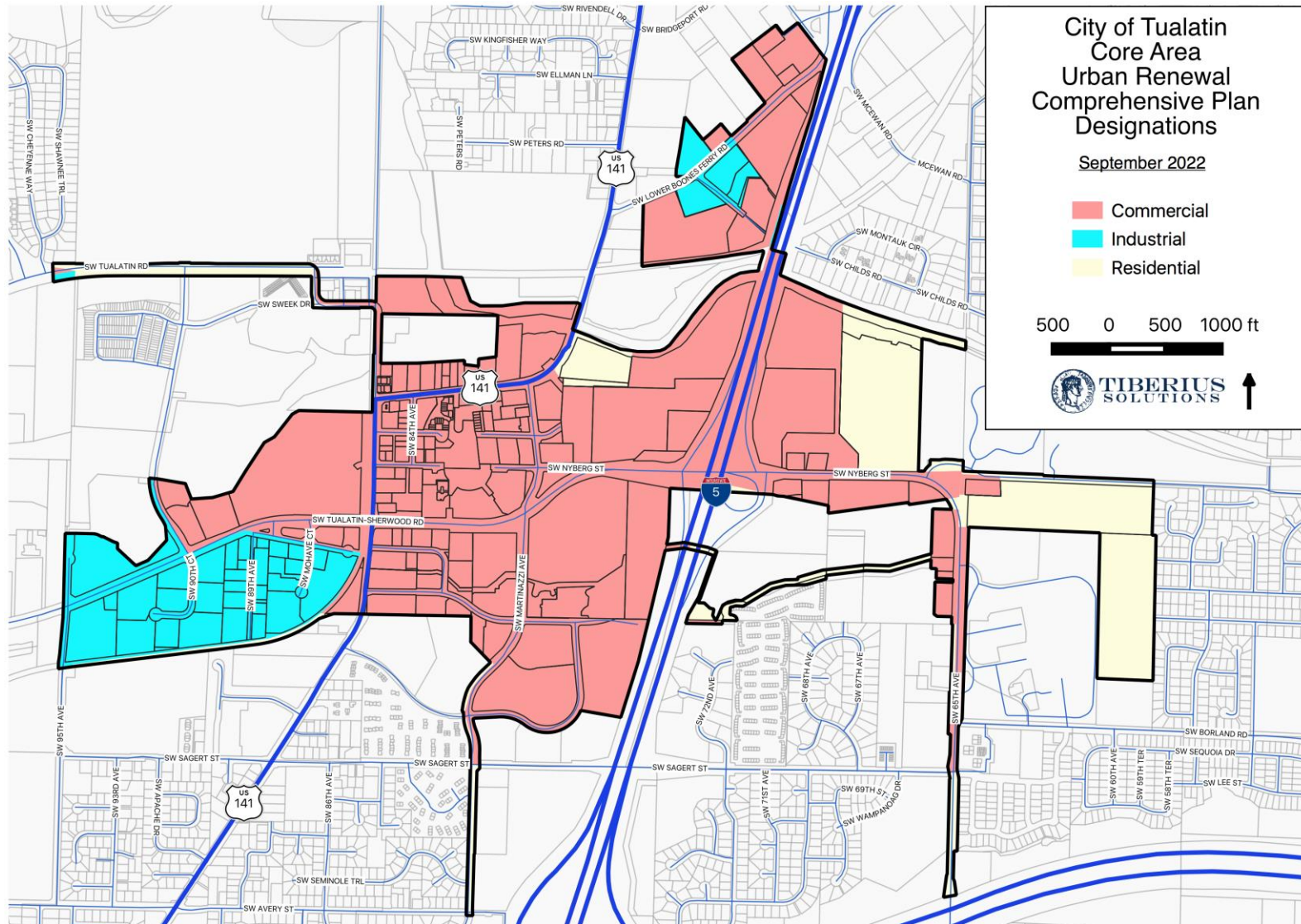
The most prevalent zoning designation by acreage in the Area is Central Commercial (42%) followed by General Commercial (16%). Detailed zoning designations in the Area are shown in Table 20.

Table 20. Zoning Designations in the Area

Zoning Designations	Tax Lots	Acres	Percent of Acres
Central Commercial	138	148.70	41.75%
General Commercial	25	56.13	15.76%
Light Manufacturing	39	48.30	13.56%
Office Commercial	13	37.07	10.41%
Low Density Residential	2	30.08	8.45%
Medium High Density Residential	2	20.12	5.65%
Mixed Use Commercial	5	7.50	2.11%
High Density Residential	3	4.69	1.32%
Medium Low Density Residential	4	3.57	1.00%
TOTAL:	231	356.16	100.00%

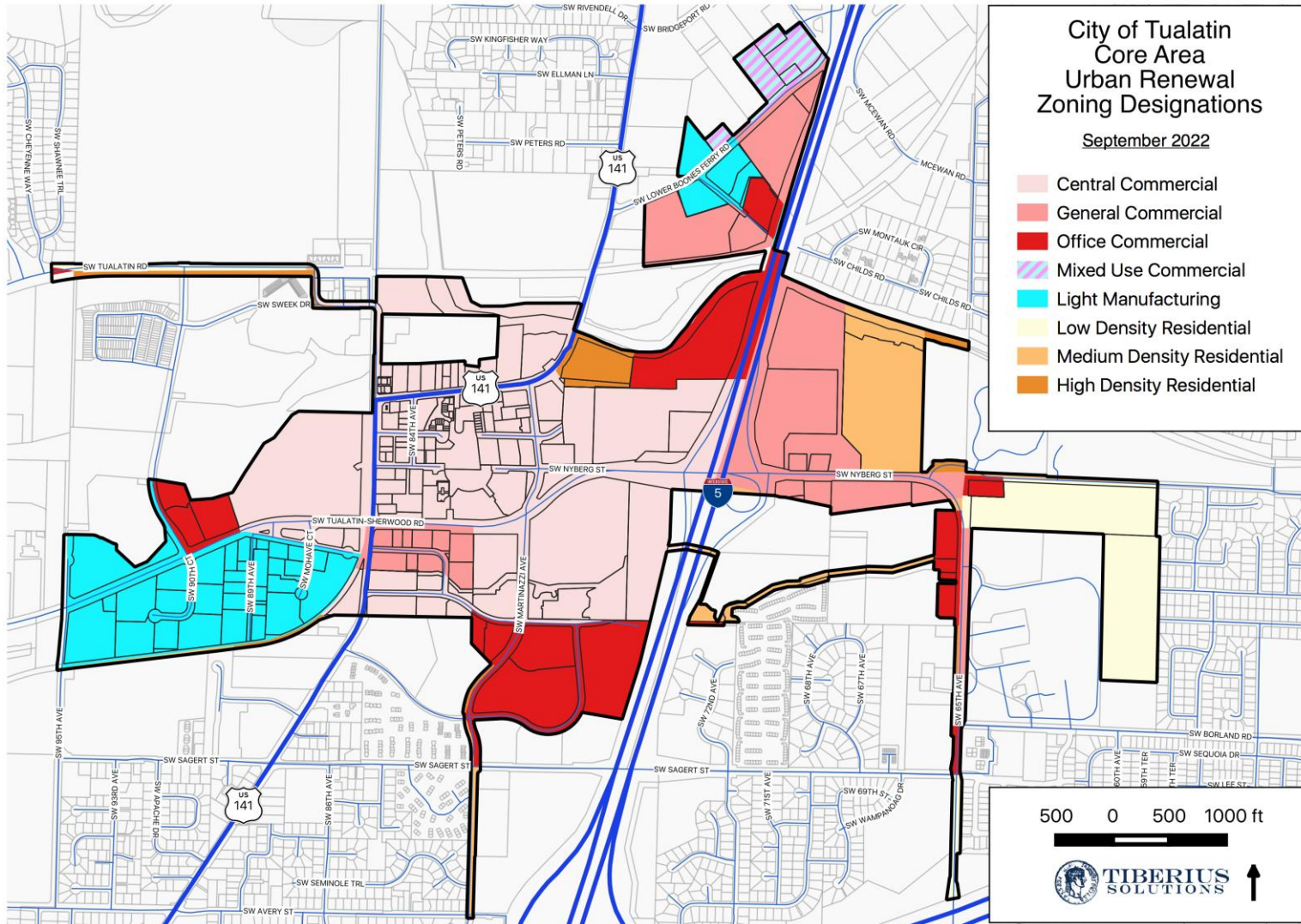
Source: Compiled by Elaine Howard Consulting with data from the Washington County and Clackamas County Assessor's Office (FYE 2022)

Figure 5. Tualatin Urban Renewal Area Comprehensive Plan Designations



Source: Tiberius Solutions

Figure 6. Tualatin Urban Renewal Area Zoning Designations



Source: Tiberius Solutions

B. Infrastructure

This section identifies the existing conditions in the Area to assist in **establishing blight in the ordinance adopting the urban renewal plan**. There are projects listed in several City of Tualatin's infrastructure master plans that relate to these existing conditions. The projects below are a compilation by Tualatin staff of these projects. **This does not mean that all of these projects are included in the urban renewal plan**. The specific projects that are included in the Plan are listed in Sections II and III of this Report. Much of the language on existing conditions comes from the *Basalt Creek Concept Plan (BCCP)*, the *Southwest Tualatin Concept Plan (SWTCP)*, the *Capital Improvement Plan (CIP)* and the *Transportation Systems Plan (TSP)*.

1. Transportation

- SW Tualatin-Sherwood Road Lane Expansion. Add an east bound right turn-lane on SW Tualatin-Sherwood Road at SW Boones Ferry Road. TSP. 36
- Nyberg Street – Fred Meyer Intersection Improvements. Redesign SW Nyberg Street and Fred Meyer intersection to improve pedestrian crossing. TSP 36
- Local Grid Connectivity. Create a local street grid system with a connection to Seneca Street. TSP 39
- Congestion Relief. Replace existing landscape median with a new east bound lane on Tualatin-Sherwood Road to I-5. Tualatin Bond Fund Project.
- Martinazzi/Sagert St Improvements. New intersectional improvements installing traffic signal, pedestrian sidewalks and lane improvements. TSP/CIP
- Widen Boones Ferry to Five Lanes. Widen Boones Ferry Road north of Martinazzi. Currently underfunded.

2. Storm Water

- 89th Avenue Water Quality Retrofit. This project will provide a new stormwater quality treatment system at an existing outfall near the Hedges Creek Wetland for 28.9 acres of contributing drainage area to address water quality retrofit objectives referenced in Clean Water Services' NPDES (stormwater) permit. This project is located north of the SW 89th Ave and SW Tualatin-Sherwood Rd intersection near the Hedges Green Retail Center
- 95th Avenue Water Quality Facility. Rehabilitate the existing public water quality facility located north of SW 95th Ave. This swale needs to be regraded and likely requires structural replacements. Rehabilitation work should include site survey, dredging or regrading of the bottom of the swale, potential replacement of existing infrastructure, and will require revegetating with natives to meet current CWS standards. The site does not adequately convey stormwater and has buried pipe structures.

3. Sanitary Sewer

- 65th Ave/Nyberg Trunk Repair. This is an 18 inch sanitary sewer trunk line that travels through the Nyberg Wetlands. This trunk line services the City from I-5 East. The recently developed Sagert Farms Subdivision and upcoming development on Nyberg Lane will also be serviced by this line. In 2011 the City experienced an SSO (sanitary sewer overflow) in the Nyberg wetlands due to the blockage of this 18 inch trunk line. Investigation revealed that a structural defect allowed a tree root to penetrate the line and collect FOG (fats-oil and

grease), resulting in the blockage. Since that time this line has been on a six-month Hot Spot Maintenance schedule.

4. Water

- Childs Road, Crossing I-5. This project will replace existing asbestos concrete (AC) distribution piping along Childs Road where it crosses Interstate 5.
- Lower Boones Ferry Road AC Replacement. This project will replace existing asbestos concrete (AC) distribution piping along Boones Ferry Rd where it crosses the railroad, turns east and follows along Lower Boones Ferry Rd.
- Nyberg Street AC Pipe Replacement. This project will replace existing asbestos concrete (AC) distribution piping east along Nyberg Rd from the Martinazzi Ave intersection.

5. Natural Resources

Table 6 Title 3 Wetlands by Category and Acres ” (BCCP p 43)

Category	Acres	Description
Open Water	49	Includes 50 ft. buffer
Streams	31	Includes 15 to 50 ft. buffers
Wetlands	69	Includes 25 to 50 ft. buffers

Metro Title 13: Nature in Neighborhoods

Title 13 requires local jurisdictions to protect and encourage restoration of a continuous ecologically viable streamside corridor system integrated with upland wildlife habitat and the urban landscape. Metro’s regional habitat inventory in 2001 identified the location and health of fish and wildlife habitat based on waterside, riparian and upland habitat criteria. These areas were named Habitat Conservation Areas.

Table 7 Title 13 HCA Categories with Acreage (BCCP p 43)

HCA Categories	Acres	Description
Riparian Wildlife Habitat Class I	130	Area supports 3 or more riparian functions
Riparian Wildlife Habitat Class II	31	Area supports 1 or 2 primary riparian functions
Riparian Wildlife Habitat Class III	7	Area supports only secondary riparian functions outside of wildlife areas
Upland Wildlife Habitat Class A	103	Areas with secondary riparian value that have high value for wildlife habitat
Upland Wildlife Habitat Class B	72	Area with secondary riparian value that have medium value for wildlife habitat

Upland Wildlife Habitat Class A	37	Areas with secondary riparian value that have low value for wildlife habitat
Designated Aquatic Impact	52	Area within 150 ft. of streams, river, lakes, or wetlands

DRAFT

C. Social Conditions

The following information in quotes is from the City of Tualatin Economic Opportunities Analysis prepared by ECONorthwest for the City of Tualatin in December 2019.

“Growth in manufacturing and healthcare / social assistance sectors. Employment in manufacturing and the healthcare / social assistance sectors accounted for about 37% of employment in Tualatin in 2017. In 2007, employment in these industries accounted for about 36% of employment in Tualatin, an increase of about 3,299 employees between 2007 and 2017. Employment in both of these sectors support above average wages.

In Washington County, employment in manufacturing and the healthcare / social assistance sectors accounted for 23% of employment in 2017, down from 24% in 2007. While the overall share of employment decreased, total employment increased by about 9,809 employees between 2007 and 2017.

Availability of trained and skilled labor. Availability of labor depends, in part, on population growth and in-migration. Tualatin’s population increased by 4,344 people between 2000 and the 2013–2017 period, at an average growth rate of 1.0%. In comparison, Oregon’s population also grew at an average rate of 1.0%, between 2000 and 2017, with 66% of population coming from in-migration.

The current labor force participation rate is another important consideration in the availability of labor. The labor force in any market consists of the adult population (16 and over) who are working or actively seeking work. The labor force includes both the employed and unemployed. Children, retirees, students, and people who are not actively seeking work are not considered part of the labor force. According to the 2013–2017 American Community Survey, Tualatin had about 15,643 people in its labor force and Washington County had over 310,400. The labor force participation rate in Tualatin (73%) was higher than Washington County (69%) and the Portland Region (68%) in the 2013–2017 period. A higher concentration of older residents in an area or a mismatch of the types of jobs available in an area and the types of skills of the labor force can contribute to low labor force participation rates.

Businesses in Tualatin draw employees from across Washington County as well as Multnomah and Clackamas Counties. Relative to Washington County and the Portland Region, Tualatin residents have a slightly higher level of educational attainment.

Aging of the population. Tualatin has a smaller percentage of residents 60 years and older relative to Washington County and the Portland Region. Tualatin’s median age, which was 31.9 in 2000, increased to 38.2 by the 2013–2017 period. In comparison, Washington County’s median age was 36.4 in the 2013–2017 period.

Washington County’s population is expected to continue to age, with people 60 years and older forecast to grow from 20% of the population in 2020 to 24% of the population in 2040, consistent with Statewide trends. Tualatin may continue to attract midlife and older workers over the planning period. People in this age group may provide sources of skilled labor, as people continue to work until later in life. These skilled workers may provide opportunities to support business growth in Tualatin.

Increases in racial and ethnic diversity. Overall, the nation and Oregon are becoming more racially and ethnically diverse. Between 2000 and 2013–2017, the Latinx population in Oregon increased from 8% to 13%, and the Latinx population in Tualatin increased from 12% to 16% in that same time. Growth

in the Latinx community will continue to drive economic development in Oregon. The share of Oregon’s non-Caucasian population increased from 13% to 15% and stayed static in Tualatin at 13%. Tualatin is less racially diverse but more ethnically diverse than Oregon.”

The following social conditions were taken from the American Community Survey 2015-2019 Five Year Estimates. The most common age bracket in the Area is under 35-44 years at 19%.

Table 21. Age in the Area

Age	Number	Percent
Under 5 years	238	9.58%
5 to 9 years	218	8.77%
10 to 14 years	325	13.08%
15 to 17 years	88	3.54%
18 to 24 years	207	8.33%
25 to 34 years	449	18.07%
35 to 44 years	474	19.07%
45 to 54 years	255	10.26%
55 to 64 years	96	3.86%
65 to 74 years	73	2.94%
75 to 84 years	42	1.69%
85 years and over	20	0.80%
TOTAL:	2485	100%

Source: American Community Survey 2015-2019 Five Year Estimates

According to the US Census Bureau, American Community Survey 2016-2020 Five Year Estimates, the block groups have 2,485 residents, 73% of whom identify as White alone. The analysis of race and origin are shown in the table below.

Table 22. Hispanic or Latino Origin by Race in the Area

Race	Number	Percent
White alone	1,808	72.76%
Black or African American alone	233	9.38%
American Indian and Alaska Native alone	54	2.17%
Asian alone	60	2.41%
Native Hawaiian and Other Pacific Islander alone	18	0.72%
Some other race alone	77	3.10%
Two or more races	235	9.46%
TOTAL:	2,485	100%

Source: American Community Survey 2015-2019 Five Year Estimates

In the block groups, 34% of adult residents have earned a bachelor’s degree or higher. Another 31% have some college education without a degree, and another 19% have graduated from high school with no college experience.

Table 23. Education in the Area

Education	Number	Percent
Less than high school	107	7.59%
High school graduate (includes equivalency)	263	18.67%
Some college	438	31.09%
Associate's degree	122	8.66%
Bachelor's degree	367	26.05%
Master's degree	66	4.68%
Professional school degree	20	1.42%
Doctorate degree	26	1.85%
TOTAL:	1409	100%

Source: American Community Survey 2015-2019 Five Year Estimates

Of the means of transportation used to travel to work, the majority, 87%, drove alone with another 7.31% carpooling.

Table 24. Means of Transportation to Work in the Area

Means of Transportation	Number	Percent
Drove alone	1,011	87.01%
Carpooled	85	7.31%
Public transportation (includes taxicab)	20	1.72%
Motorcycle	0	0.00%
Bicycle	0	0.00%
Walked	24	2.07%
Other means	0	0.00%
Worked at home	22	1.89%
TOTAL:	1,162	100%

Source: American Community Survey 2016-2020 Five Year Estimates

The incomes in the Area are distributed fairly equally in the ten thousand dollars ranges between \$30,000 to \$99,999. Incomes in the Area are shown in Table 26.

Table 25. Income in the Area

Income Range	Number	Percentage
Less than \$10,000	78	8%
\$10,000 to \$19,999	36	4%
\$20,000 to \$29,999	73	8%
\$30,000 to \$39,999	112	12%
\$40,000 to \$49,999	115	12%
\$50,000 to \$59,999	139	15%
\$60,000 to \$74,999	104	11%
\$75,000 to \$99,999	167	18%
\$100,000 to \$124,999	58	6%
\$125,000 to \$149,999	28	3%
\$150,000 to \$199,999	32	3%
\$200,000 or more	1	0%
TOTAL:	943	100%

Source: American Community Survey 2015-2019 Five Year Estimates

D. Economic Conditions

1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Washington County and Clackamas County Departments of Assessment and Taxation for FYE 2022, including all real, personal, manufactured, and utility properties, is estimated to be \$509,596,132. The County Assessor will certify the frozen base if the ordinance for the approval of the Plan is adopted by the City Council.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 26 shows the improvement to land ratios (I:L) for properties within the Area. Ten percent of the tax lots are exempt, which means they do not pay taxes. These are typically government or non-profit owned properties. Eighty one tax lots representing 23.53% of the acreage have I:L ratios less than 1.0. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the Area is 2.0. Only 74 of the 231 tax lots in the Area, totaling 45.46% of the acreage have I:L ratios of 2.0 or more in FYE 2022. In summary, the area is underdeveloped and not contributing significantly to the tax base in Tualatin.

Table 26. Improvement to Land Ratios in the Area

Improvement to Land Ratio	Parcels	Acres	Percent of Acres
Exempt	46	35.54	9.98%
No Improvement Value	32	35.87	10.07%
0.01-0.50	18	29.94	8.41%
0.51-1.00	31	18.00	5.05%
1.01-1.50	17	24.83	6.97%
1.51-2.00	13	50.08	14.06%
2.01-2.50	20	45.02	12.64%
2.51-3.00	13	13.15	3.69%
3.01-4.00	11	27.63	7.76%
> 4.00	30	76.11	21.37%
TOTAL:	231	356.16	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Washington County and Clackamas County Departments of Assessment and Taxation (FYE 2022)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section VIII of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of urban renewal funding are for blight remediation and include transportation improvements, facilitating development of properties including mixed use and housing development, recreational improvements, economic development assistance to local businesses and plan administration. The use of tax increment allows the City to add an additional funding source to the City of Tualatin general fund or system development charges funds to allow these projects to be completed.

It is anticipated that these improvements will catalyze development on the undeveloped and underdeveloped parcels in the Area. This development will require city services. However, as the property is within the city limits, the city has anticipated the need to provide services to the Area. As the development will be new construction or rehabilitation, it will be up to current building code which will aid in any fire protection needs. The transportation projects will also assist in fire protection needs in the area.

The financial impacts from tax increment collections will be countered by future economic development, and, in the future, adding increases in assessed value to the tax base for all taxing jurisdictions, including the City.

XII. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the Area is to provide the ability to fund projects and programs necessary to cure blight within the Area. There are large parcels within the Area that are undeveloped or underdeveloped. There are also transportation deficiencies which impact the residents in Tualatin.

The outcome of implementing these projects is anticipated to be substantial increase to the economic growth in Tualatin by providing new mixed used development, additional recreational opportunities and providing tools inside the Area to assist with economic development.

XIII. RELOCATION REPORT

When the TDC acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the TDC shall adopt rules and regulations, as necessary, for the administration of relocation assistance. The TDC will comply with all applicable state law in providing these potential benefits.



MEMORANDUM

CITY OF TUALATIN

DATE: October 21, 2022

TO: Sherilyn Lombos, City Manager/TDC Administrator

FROM: Steve Koper, Assistant Community Development Director

SUBJECT: Tualatin Planning Commission UR Plan Recommendation

Mrs. Lombos,

On October 20, 2022, the Tualatin Planning Commission reviewed the Core Opportunity and Reinvestment Area Plan for conformance with the Tualatin Comprehensive Plan. The Commission found that based on the information provided in the staff report and the provided attachments that the district plan conforms to the Tualatin Comprehensive Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SK', with a horizontal line extending to the right.

Steve Koper, Assistant Community Development Director



Nov. 8, 2022

Mayor Frank Bubenik
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

Mayor Bubenik and members of Tualatin City Council,

Thank you for your presentation to our Washington County Board of Commissioners on the City of Tualatin's Urban Renewal Plan for the Core Opportunity and Reinvestment Area. It is exciting to hear about the transformative investments planned for downtown Tualatin and your flood mitigation initiative.

The goals in the Core Opportunity and Refinement Area plan align with many of our Board priorities and present an opportunity for increased collaboration, including:

- Transportation safety and mobility improvements
- Southwest Corridor light rail project support
- Affordable housing supply
- Environmental health

To further these goals, we respectfully request that the City include the following actions in the Urban Renewal Area (URA) implementation plan:

- Coordinate with the county's Land Use & Transportation department to leverage URA resources and enhance efficiency in the planning, design, and construction of your planned transportation improvement projects.
- Expand the plan area in the future to facilitate investments that improve the Southwest Corridor light rail station area and could potentially contribute to the local match for a federal grant for construction. These investments could include safety, transit and active transportation access as determined when the SW Corridor project moves forward again.
- Expand affordable housing project targets to include units serving those with less than the 60% - 120% of median family income proposed in your plan. Provision of housing for lower incomes would increase housing options for employees in Tualatin's service sector and other lower paid employees in the area.

Board of County Commissioners

155 North First Avenue, Suite 300, MS 22, Hillsboro, OR 97124-3072

phone: (503) 846-8681 • fax: (503) 846-4545

- Coordinate with Clean Water Services in planning and implementation for your proposed habitat restoration projects to identify potential efficiencies and partnership opportunities.

On behalf of the Board, I want to express our appreciation for your commitment to improving your community and Washington County.

Sincerely,



Kathryn Harrington, Chair

On behalf of the Washington County Board of Commissioners

cc: Stephen Roberts, Director of Land Use & Transportation, Washington County
Komi Kalevor, Director of Housing Services and Executive Director, Housing Authority of Washington County
Joe Gall, Chief Utility Relations Officer, Clean Water Services

Board of County Commissioners

155 North First Avenue, Suite 300, MS 22, Hillsboro, OR 97124-3072

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City of Tualatin

www.tualatinoregon.gov

November 9, 2022

Mayor Frank Bubenik
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

Honorable Mayor and Tualatin City Council

In continued consultations with our working group and Council-delegated representatives, the following recommendation is requested for inclusion in the Core Opportunity and Reinvestment Area (CORA) Plan.

As the economic landscape continues to change, in particular inflationary pressures and interest rate increases, concerns have mounted over the ability for the CORA Plan to meet its potential thirty year maximum indebtedness. Failure to meet this due to the current proposed plan duration, may drastically limit the Tualatin Development Commission and the City of Tualatin to fully meet the CORA Plan objectives and ability to fund projects.

To alleviate this concern, we respectfully request the Tualatin City Council include the following provision in the CORA Plan document:

In year 20 and 25 of the Plan the Agency shall undertake a financial analysis of the Plan, including updated projections for tax increment finance revenues and evaluating the ability of the revenues to achieve or exceed the Plan's maximum indebtedness by the anticipated expiration date in FYE 2053.

The Agency shall consult and confer with affected taxing districts regarding the results of this financial and project update. The Agency may consider revenue sharing or shortening the time frame of the Plan if revenues are exceeding projections.

The Agency will also consider lengthening the duration of the Plan if the revenues are beneath those projected to reach the maximum indebtedness in a thirty year time frame. Any duration extension will not be considered until after 20 years after the effective date of the Plan and will only be considered if the original maximum indebtedness is not projected to be reached within the thirty year time frame.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Taylor", with a long horizontal line extending to the right.

Jonathan Taylor
Economic Development Manager



**PROSPERITY
PLANNING**

**THE CORE
OPPORTUNITY**
REINVESTMENT AREA





WHAT IS IT?

A multi-year endeavor to securely position our community for long-term economic prosperity. The dramatically changing landscape due to the COVID-19 Pandemic has further prioritized these efforts.

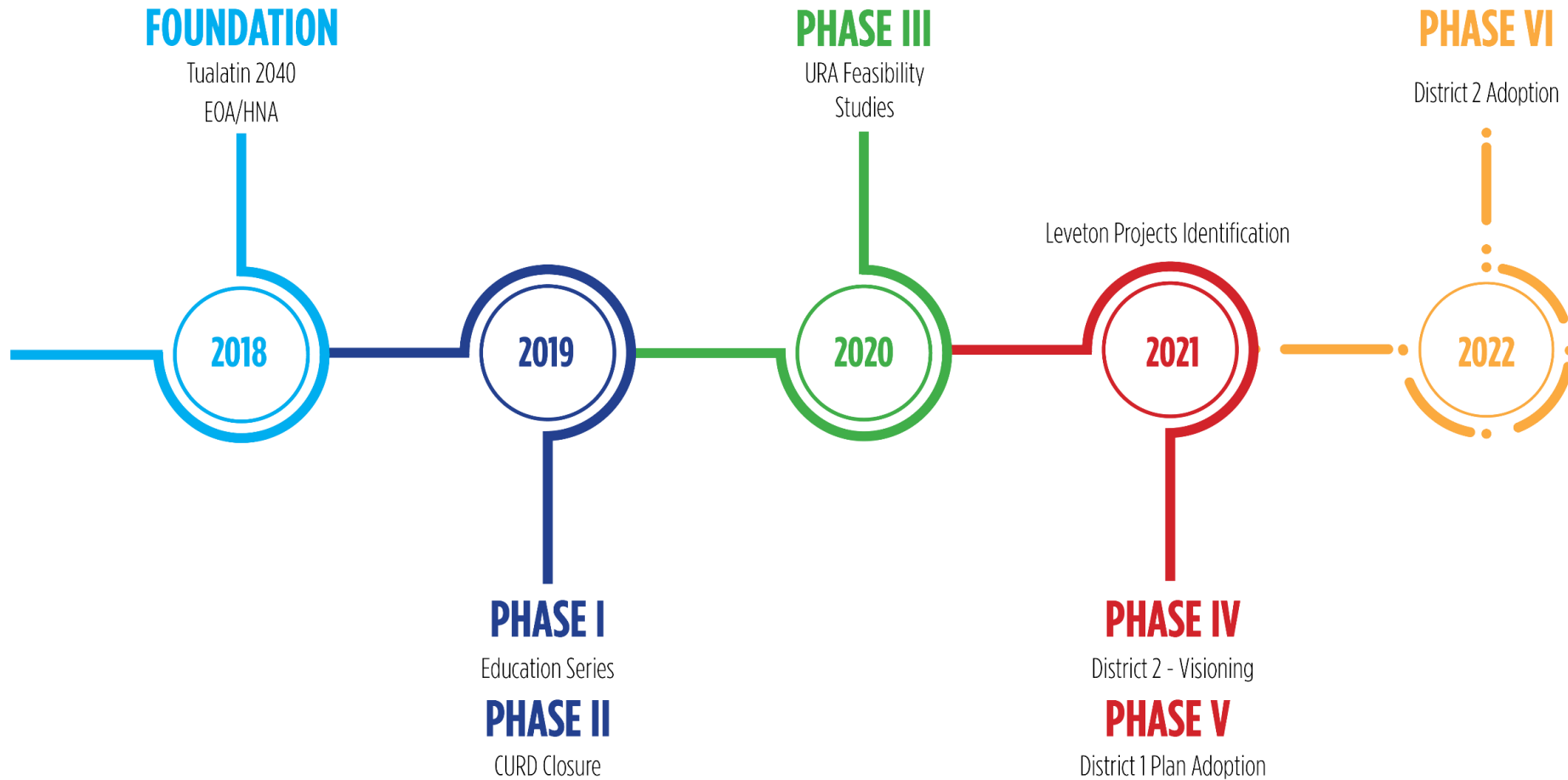
THE NEED

With community growth, development constraints present challenges for long-term community prosperity. The availability of developable land and transportation infrastructure is limited or severely restricted. In addition, the transition to electronic commerce and current supply chain issues will present opportunities and challenges.

THE PLAN DOCUMENT

A document identifying priority projects in alignment with community needs and goals for a set period of time. The funding mechanism is primarily tax increment financing.

BACKGROUND



PLAN EFFORT VALUES & PRIORITIES

VALUES

1. More housing
2. Leave no existing business behind
3. Enhance connectivity
4. Foster, create, enhance, and promote identity
5. Maintain and grow existing employment lands
6. Economic prosperity for ALL.

PRIORITIES





PLAN EFFORT VALUES & PRIORITIES

WHY THIS AREA?

1. Focus on keeping future redevelopment **near major transportation** modes.
2. **Enhance current employment lands** by increasing capacity.
3. **Prepare** for major regional transportation projects.
4. Remedy areas that are prone to **environmental issues**, i.e. flooding.
5. Enhance existing **connectivity**, or provide new connectivity.
6. Fund major infrastructure projects to prepare for **future growth**, leverage area for needs.
7. Based on previous **community needs and desires**.



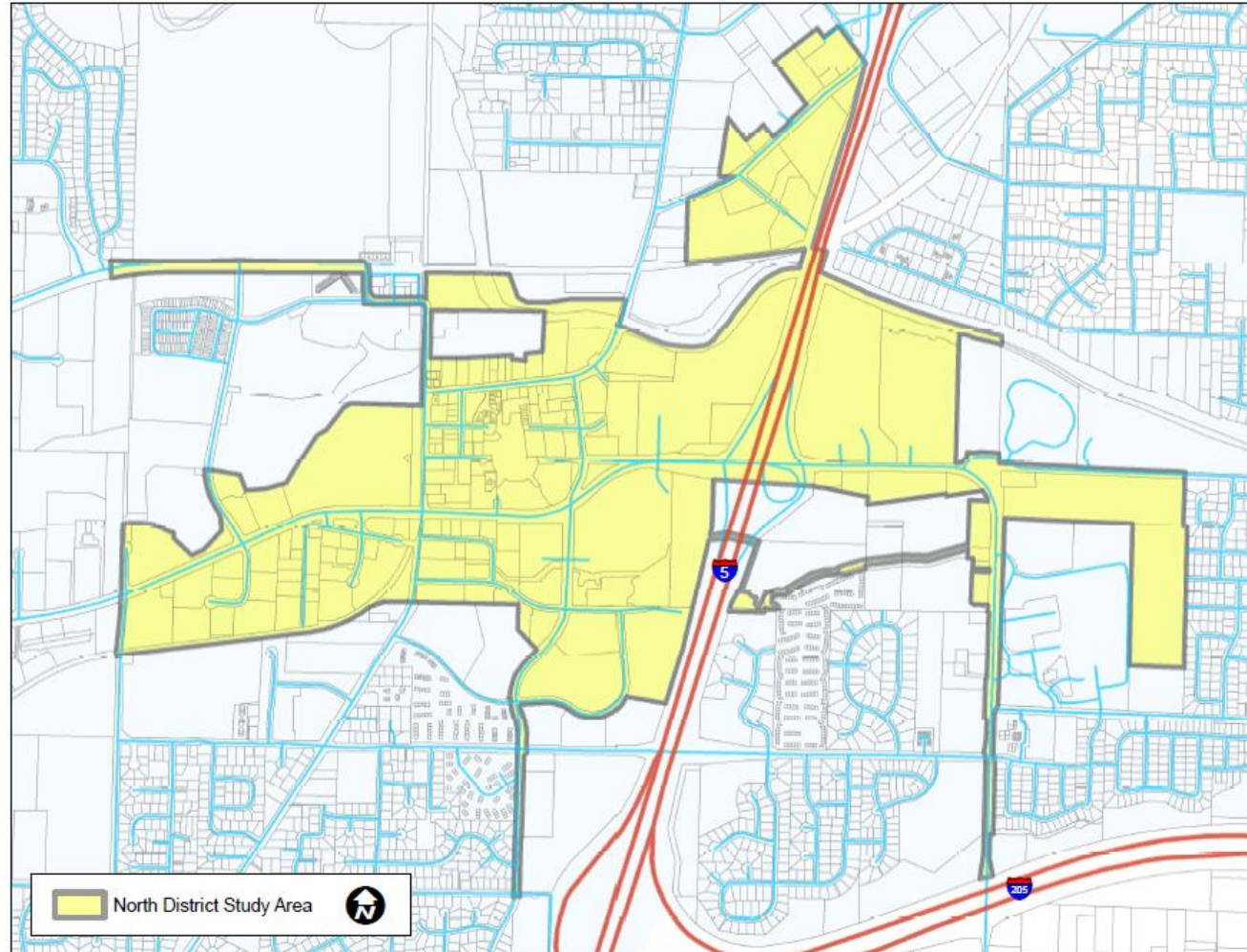
The Core Opportunity and Reinvestment Area Plan is a guiding document in our community's sustainable effort to strengthen the social, cultural, environmental, and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and create an active civic core.





BOUNDARY

BOUNDARY



GOAL 1



BLIGHT REMEDIATION

Encourage and facilitate the development of historically underutilized and vacant parcels and buildings through direct or public-private partnerships.

STRATEGY 1

DILAPIDATED PARCELS

STRATEGY 2

VACANT PARCELS IN
FLOOD PLAIN

STRATEGY 3

VACANT BUILDINGS

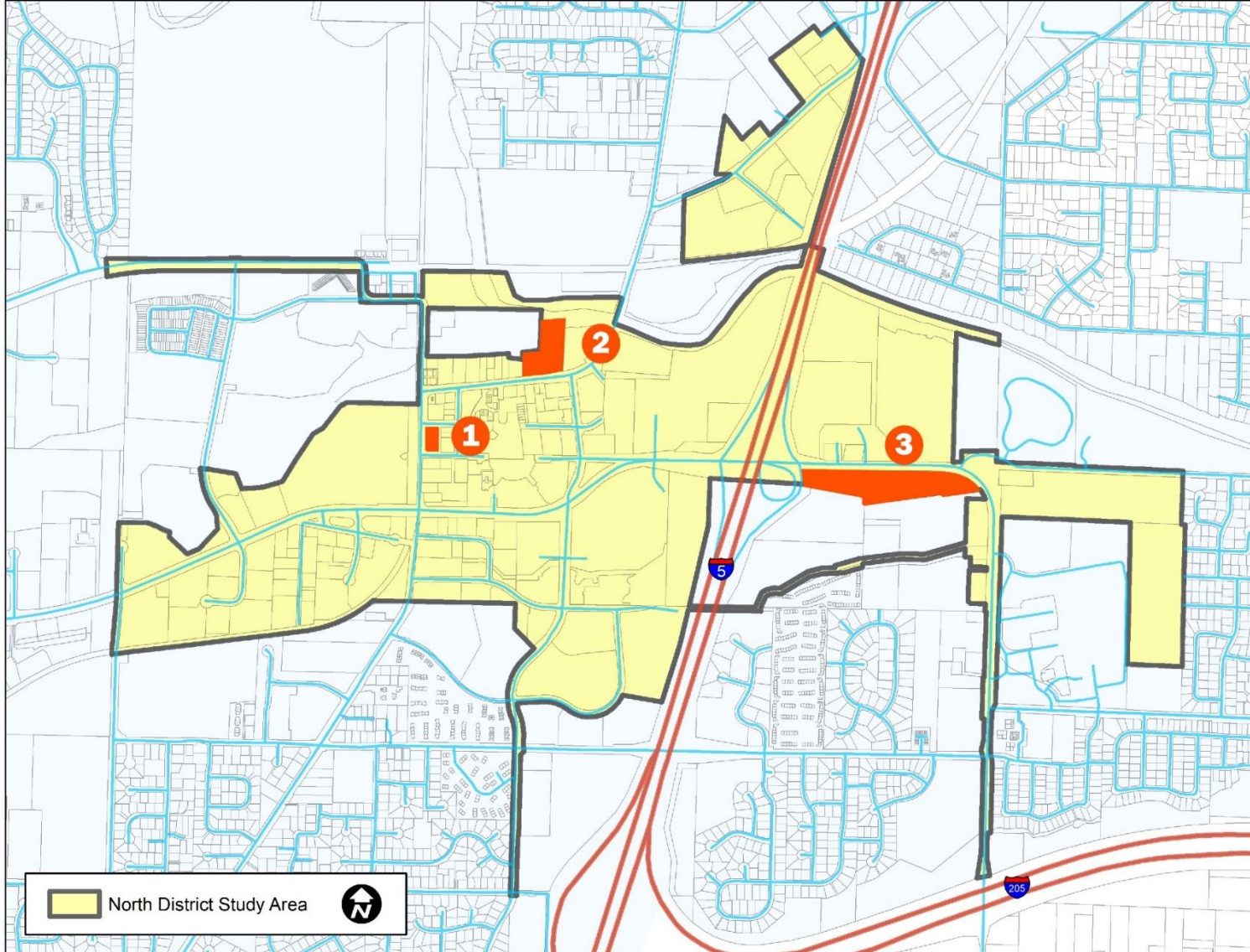
STRATEGY 4

LEVERAGE WITH
ADDITIONAL FINANCIAL
TOOLS

STRATEGY 5

ENCOURAGE GROWTH IN
EXISTING AREAS

BLIGHT REMEDIATION



1. 18970 Catalyst Project

\$12.4 M

In efforts to meet highest and best use for existing parcels, this catalyst project will seek to fund and implement the design and construction of a mixed-use development with attainable housing and commercial retail at 18970 SW Lower Boones Ferry Road through a public-private partnership. This is city-owned land.

2-3. Flood Mitigation Efforts

\$4 M

The Commission's involvement is proposed to be in the form of participating in the local share of any project funded at the local, regional, state, and/or federally funded efforts. The Commission will assume the public-sector leadership role in the redevelopment of historical vacant parcels with the flood plain. Projects will include site readiness and transportation improvements. (This will also be under Goal 8.)



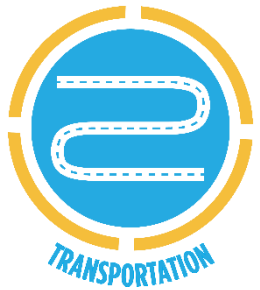


18970 CATALYST PROJECT



18970 CATALYST PROJECT

GOAL 2



ENHANCED CONNECTIVITY

Provide residents, workers, and visitors access to a connected and efficient multi-modal system within, and to/from, area.

STRATEGY 1

DEVELOP MAIN STREET
CORRIDORS

STRATEGY 2

INCREASE MAJOR
ARTERIAL CAPACITY

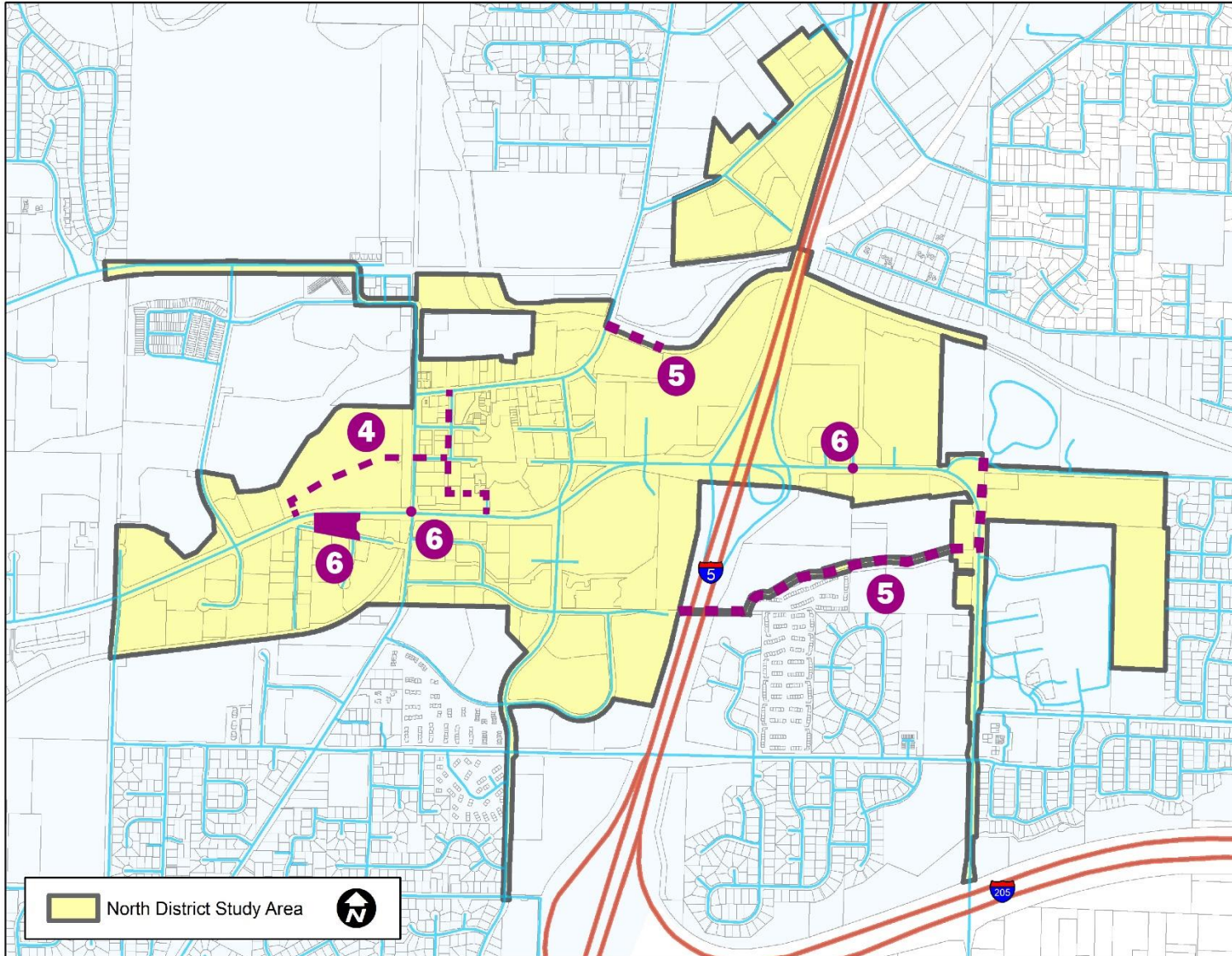
STRATEGY 3

IMPROVE EXISTING
INTERSECTIONS

STRATEGY 4

EXPAND AREA TRAIL
NETWORK

ENHANCED CONNECTIVITY



4. Main Street Corridor \$11 M

Fund project planning, design considerations and construction of a main street corridor utilizing existing municipal streets to connect Lower Boones Ferry and Tualatin-Sherwood Roads.

5. Trail System Construction \$3 M

Connect and fully complete both the Nyberg Creek Greenway and the Tualatin River Greenway.

6. Multi-Access to Hindered Areas \$5.7 M

Construction or improvements related to roads and intersections, including without limitation, construction of new or existing roads or realignments. Areas of concern are the intersections of Old Tualatin-Sherwood and Tualatin-Sherwood; add a right turn lane East Bound on Tualatin-Sherwood Road at Lower Boones Ferry; realign and expand intersection capabilities at Nyberg Road and entrance to Nyberg Woods.

* Area Transportation Plan \$100 K



GOAL 3



MULTI USE DEVELOPMENT

Encourage and facilitate attainable multi-family housing that is complementary to commercial development with expanded employment opportunities and life style amenities.

STRATEGY 1

ENSURE LAND IS
AVAILABLE AND
DEVELOPABLE

STRATEGY 2

SUPPORT DEVELOPMENT
AND PRESERVATION OF
HOUSING

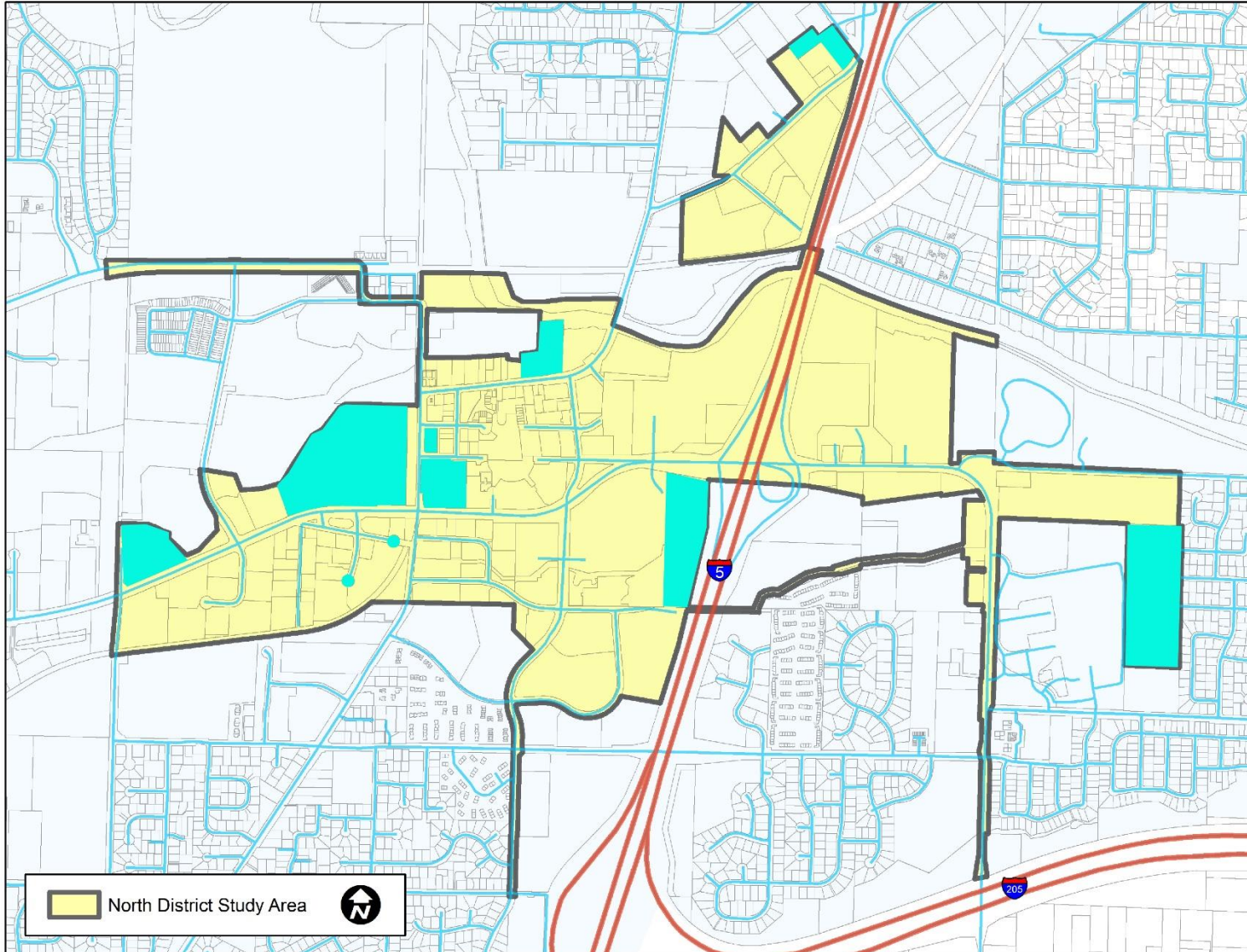
STRATEGY 3

IMPLEMENT CATALYST
PROJECT

STRATEGY 4

ADJUST PLANNING
EFFORTS BASED ON
ECONOMIC LANDSCAPES

OPPORTUNITY PARCELS



Historically Vacant, Underdeveloped Land \$29.1 M

Developer Assistance and Incentives: Facilitate development on sites in the Area, stimulating growth and providing new employment opportunities and additional mixed use and commercial growth in the Area.

Acquisition and Disposition: Based on sales of comparable notable vacant land, efforts will be used to assist with target development based on submitted request for proposals. Public Private Partnerships will be priority.

* Zone Code Update – Phase II
\$100 K



GOAL 4



ECONOMIC DEVELOPMENT

Establish opportunities for entrepreneurial growth and economic vitality.

STRATEGY 1

BUSINESS ASSISTANCE

STRATEGY 2

ZONE CODE CHANGES

GOAL 5



COMMUNITY IDENTITY

Cultivate a shared identity that represents the area's long standing traditions and culture while fostering community connections and a healthy relationship to the environment.

STRATEGY 1

**MORE RECREATIONAL
OPPORTUNITIES**

STRATEGY 2

**IMPLEMENT COMMUNITY
DESIGN PLAN**

COMMUNITY IDENTITY

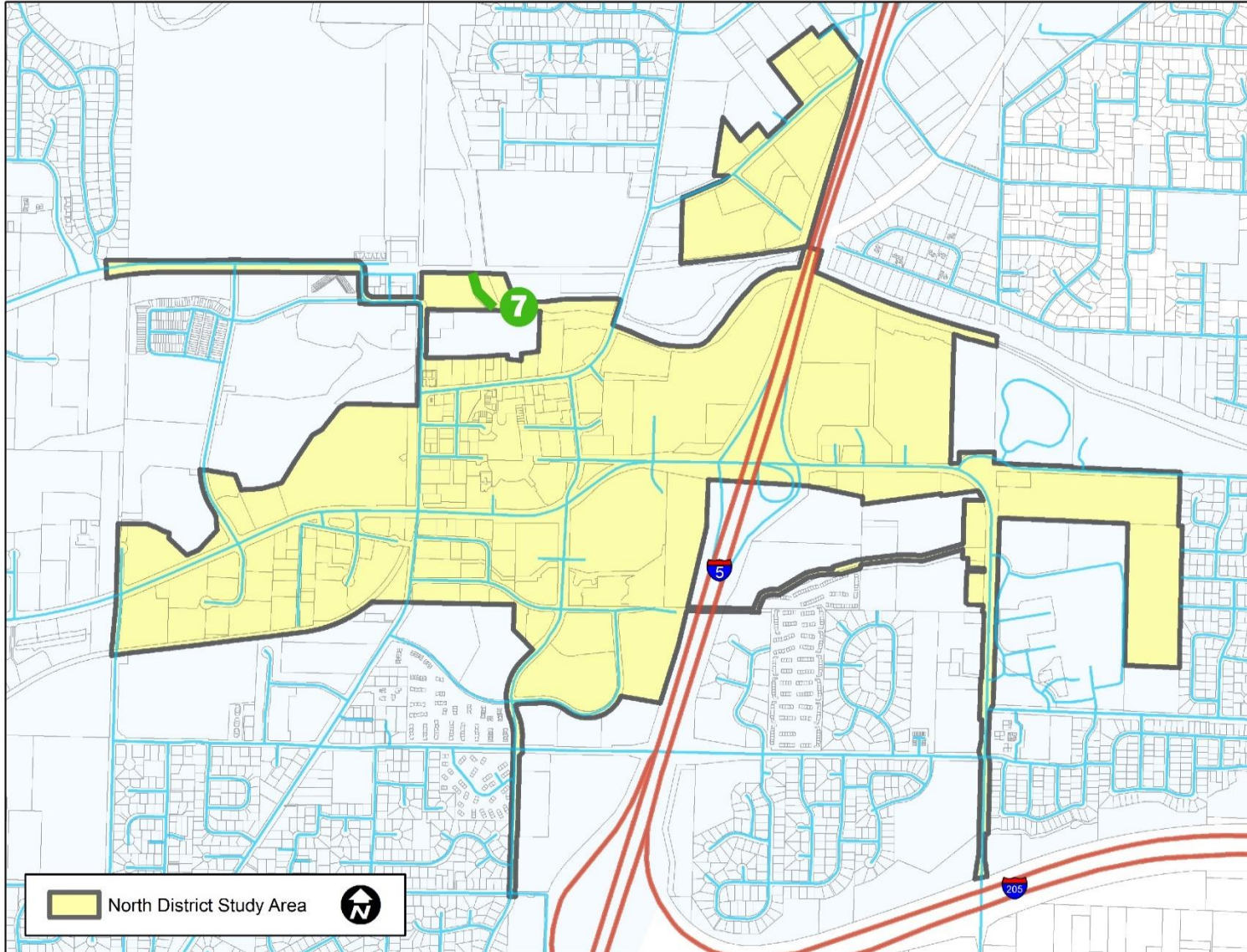


Downtown Lake Oswego



Orenco Station

COMMUNITY IDENTITY



7. Tualatin River Plaza and Access Habitat Restoration Project

\$5 M

To design and construct a public gathering space and access point to the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.

* Community Design Standard Master Plan

\$150,000



REMAINING GOALS



(6) INDUSTRIAL DEVELOPMENT

Promote dense industrial development in zoned industrial areas.



(7) PUBLIC UTILITIES

Provide utilities as needed to facilitate growth and aesthetic quality.



(8) FLOOD MITIGATION

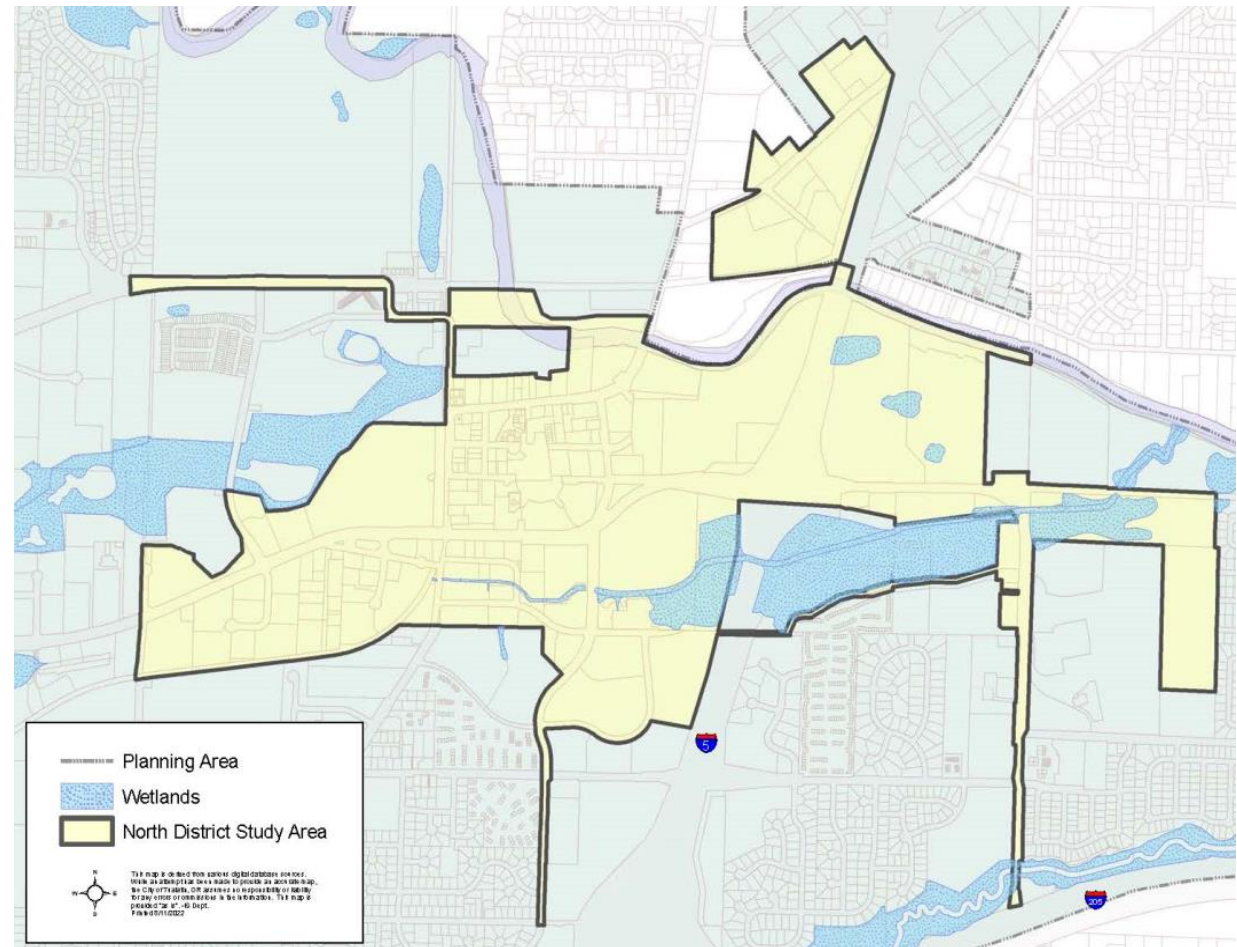
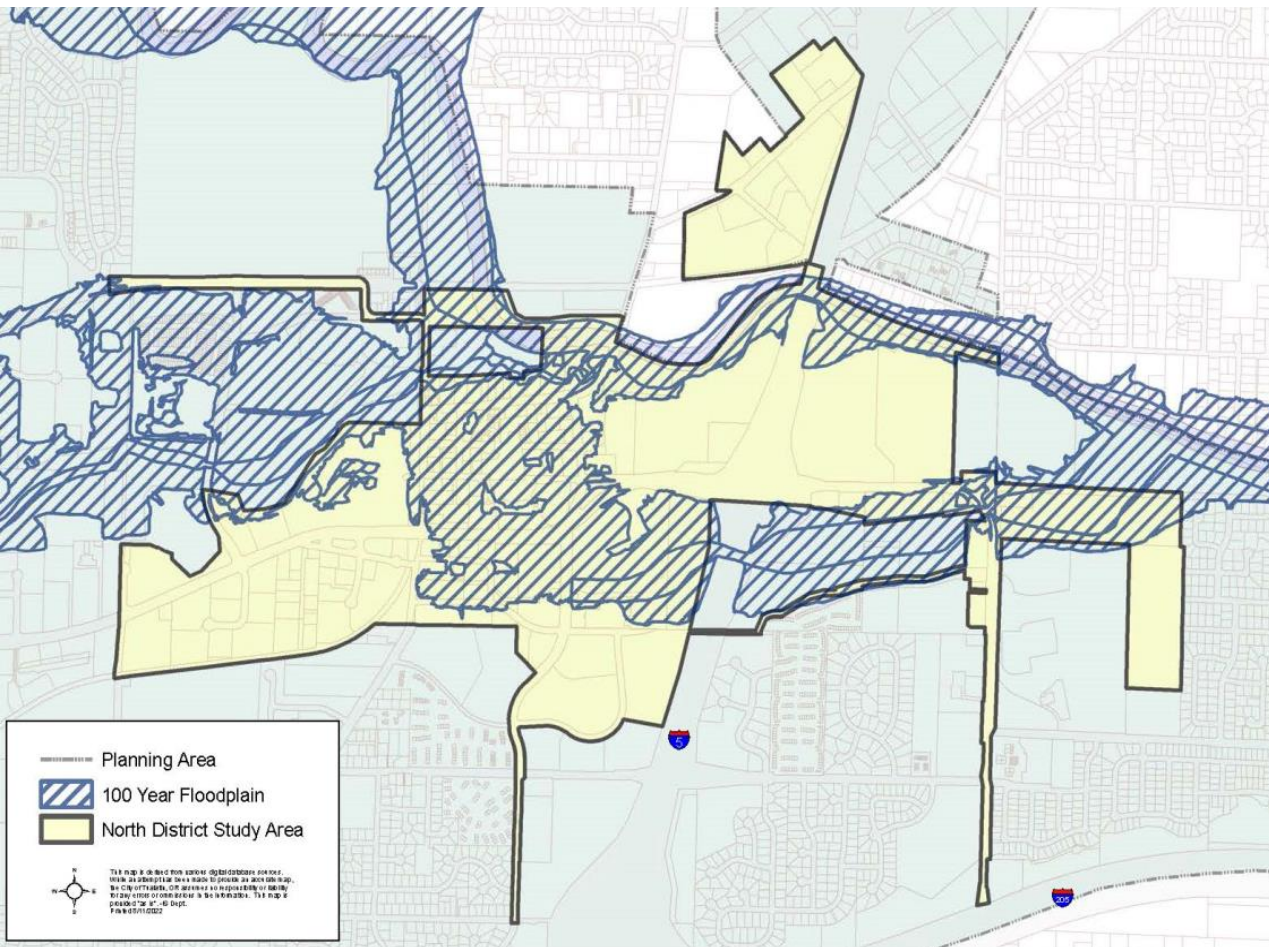
Promote the public health, safety, and general welfare while minimizing existing and future impacts to public and private development due to flood conditions.



(9) ENVIRONMENTAL STEWARDSHIP

Protect Tualatin's original asset, its natural environment, minimize impacts to adjacent land where future projects may occur.

FLOOD MITIGATION AND WETLANDS MAPS



PROPOSED PROJECTS SUMMARY

BLIGHT REMEDIATION	
18970 Catalyst Project	\$ 12,435,000
Multi-Access to Hindered Areas – Roads and Intersections	\$ 5,730,000
ENHANCED CONNECTIVITY	
Area Transportation Plan	\$ 100,000
North to South Center Road Development and TS Road Realignment	\$ 11,000,000
Trail Development (Nyberg and Tualatin Greenways)	\$ 3,000,000
Flood Mitigation and Grading	\$ 4,000,000
LAND ACQUISITION	
Land	\$ 12,000,000
COMMUNITY IDENTITY	
Tualatin River Plaza Project	\$5,000,000
DEVELOPER ASSISTANCE	
Incentives and Rebates	\$ 17,160,000
ECONOMIC DEVELOPMENT	
Capital Grants	\$ 3,575,000
ADMINISTRATION	
Payroll, Legal, Recordings	\$ 8,200,000
Market Feasibility Study	\$ 100,000
Zone Code Change Plan	\$ 100,000
TOTAL PROJECT COSTS	\$ 82,400,000



PROPOSED PLAN CHANGES

CITY OF TUALATIN

Proposed language to Section 10: (page. 19)

Section X.D

In year 20 and 25 of the Plan the Agency shall undertake a financial analysis of the Plan, including updated projections for tax increment finance revenues and evaluating the ability of the revenues to achieve or exceed the Plan's maximum indebtedness by the anticipated expiration date in FYE 2053.

The Agency shall consult and confer with affected taxing districts regarding the results of this financial and project update. The Agency may consider revenue sharing or shortening the time frame of the Plan if revenues are exceeding projections.

The Agency will also consider lengthening the duration of the Plan if the revenues are beneath those projected to reach the maximum indebtedness in a thirty year time frame. Any duration extension will not be considered until after 20 years after the effective date of the Plan and will only be considered if the original maximum indebtedness is not projected to be reached within the thirty year time frame.



PROPOSED PLAN CHANGES

Washington County Board of Commissioners

Proposed language to Goal 2: Enhanced Connectivity (page. 9)

Proposed language: Strategy 5: Regional Coordination

Action 5:1: Coordinate with the Washington County's Land-use and Transportation Department to leverage URA resources and enhance efficiency with connectivity projects.

Proposed language to Goal 2: Enhanced Connectivity (page. 9)

Proposed language: Strategy 6: Plan for potential regional projects insides and outside the plan area.

Action 6.1: Determine if expanding the Core Opportunity and Reinvestment Area boundary, or creation of a new urban renewal district, is the best option for major regional transportation0 projects like Southwest Corridor.

Proposed language to Goal 3: Mixed-Use Development Strategy 2.1 (page.10)

Current language: Action 2.1: Support development of housing affordable to people who have incomes between 60-120% of median family income in Washington County.

Proposed language: Action 2.1: Support development of housing affordable to people who have incomes between 30% - 120% of median family income in Washington County.

Proposed language to Urban Renewal Projects, D. Community Identity (page. 14)

Section D.1 Current Language: To design and construction a public gathering space and access point along the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.

Proposed language: Section D.1: To design and construction a public gathering space and access point along the Tualatin River. In addition, work with regional partners (like Clean Water Services) to mitigate impacts while enhancing environmental habituates near project area.





NEXT STEPS

TONIGHT – City Council Public Hearing

In Between: Finalize plan with approved changes, add boundary legal description

NOVEMBER 28th – Consideration of Final Adoption with recommended changes





QUESTION BEFORE COUNCIL

Do you approve the first reading of the proposed ordinance with the suggested changes?





PUBLIC HEARING



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Kim McMillan, Community Development Director
DATE: October 12, 2022

SUBJECT:

Consideration of **Ordinance No. 1470-22** Vacating a Portion of the Right-of-Way Located at the East Terminus of Myslony Street and Authorizing the City Manager to Take Any and All Actions Necessary to Implement the Ordinance

RECOMMENDATION:

Staff recommends Council adopt the ordinance to vacate the City's interest in a portion of the Myslony Street right-of-way and public easement that is no longer needed for a public purpose.

EXECUTIVE SUMMARY:

The vacation of public property is governed by ORS Chapter 271. Under these statutes, if the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby request a vacation, the request is required to be submitted to the City Council for consideration. The City received a request for the vacation of certain real property that met the statutory standards on October 10, 2022.

Under ORS Chapter 271, the City must hold a public hearing prior to vacating an interest in real property. The public hearing before Council on this date is to consider whether the City should vacate its interest in an unused portion of the cul-de-sac bulb in the public right-of-way at the east terminus of Myslony Street, including the associated public utility easement (PUE). Under state law, the City's interests in this property may be vacated if the public interest is not prejudiced.

This portion of the cul-de-sac does not provide a public benefit because Myslony Street has been extended further to the east. City staff is proposing to vacate this portion of the public right-of-way and utility easement.

On October 17, 2011, the City obtained public right-of-way for a cul-de-sac at the end of Myslony Street, east of SW 112th Avenue. The Deed of Dedication is Washington County Document No. 2011-073576. The Public Utility Easement is Washington County Document 2011-073575.

On January 24, 2020, the Tualatin Industrial Park project received land use approval. Engineering conditions of approval, issued on April 2, 2020, required the dedication of right-of-way and easements extending SW Myslony Street along their north property line and termination at their east property line. The Deed of Dedication is Washington County Document 2021-082365. The Storm Drainage Line, Waterline, Storm Drain, Sidewalk or Public Utility and Access Easements is Washington County Document 2021-082368.

The extension of SW Myslony Street to the development's east property line renders a portion of the right-of-way and public easements of no benefit to the City of Tualatin or to the public generally.

OUTCOMES OF DECISION:

Adopting the ordinance vacates the City's interests in the real property in question and authorizes the City Manager to take other actions, such as recording a copy of the ordinance with the County, to effectuate the intent of the ordinance.

ALTERNATIVES TO RECOMMENDATION:

Council can decide not to approve the ordinance and the portion of cul-de-sac right-of-way and public easement will remain on private property.

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

- Exhibit A: Vicinity Map
- Exhibit B: 2011 Deed of Dedication
- Exhibit C: 2011 Public Utility Easement
- Exhibit D: 2021 Deed of Dedication
- Exhibit E: 2021 Public Utility and Access Easement
- Exhibit F: 2021 Myslony Sidewalk and PUE
- Exhibit G: Title Report
- Ordinance No. 1470-22



CITY OF

TUALATIN

Community Development

Myslony Street Vacation
City Council Presentation
November 14, 2022

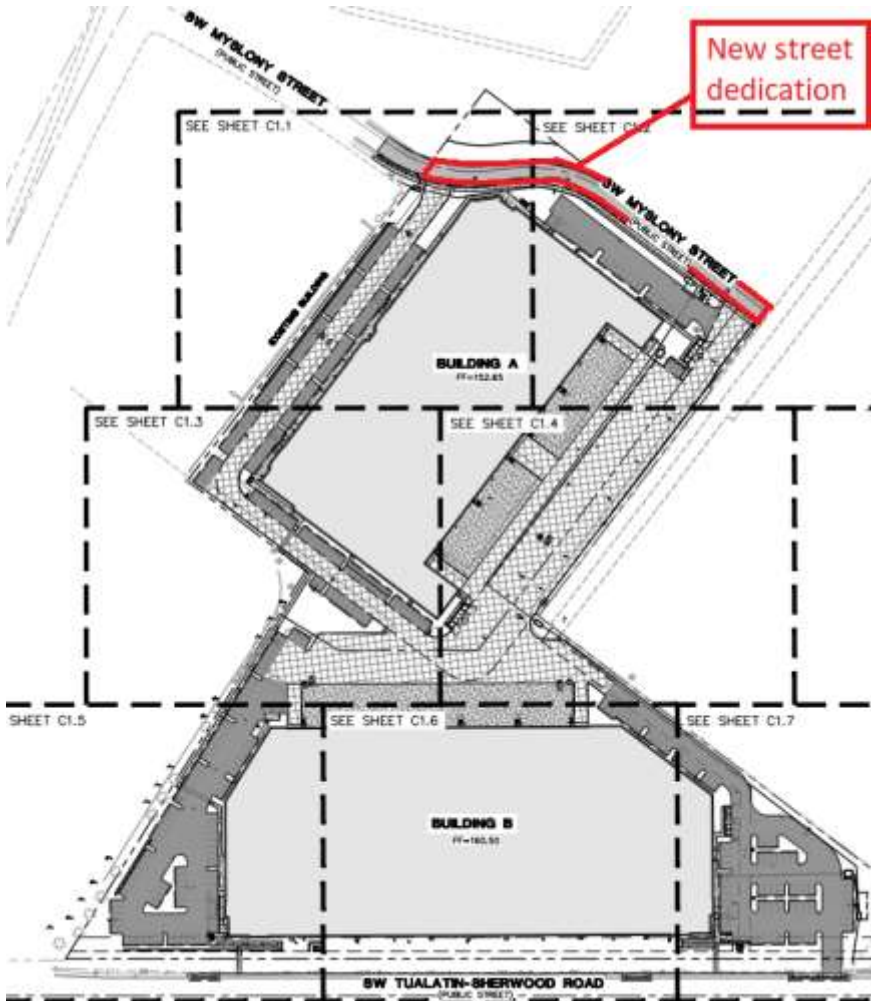
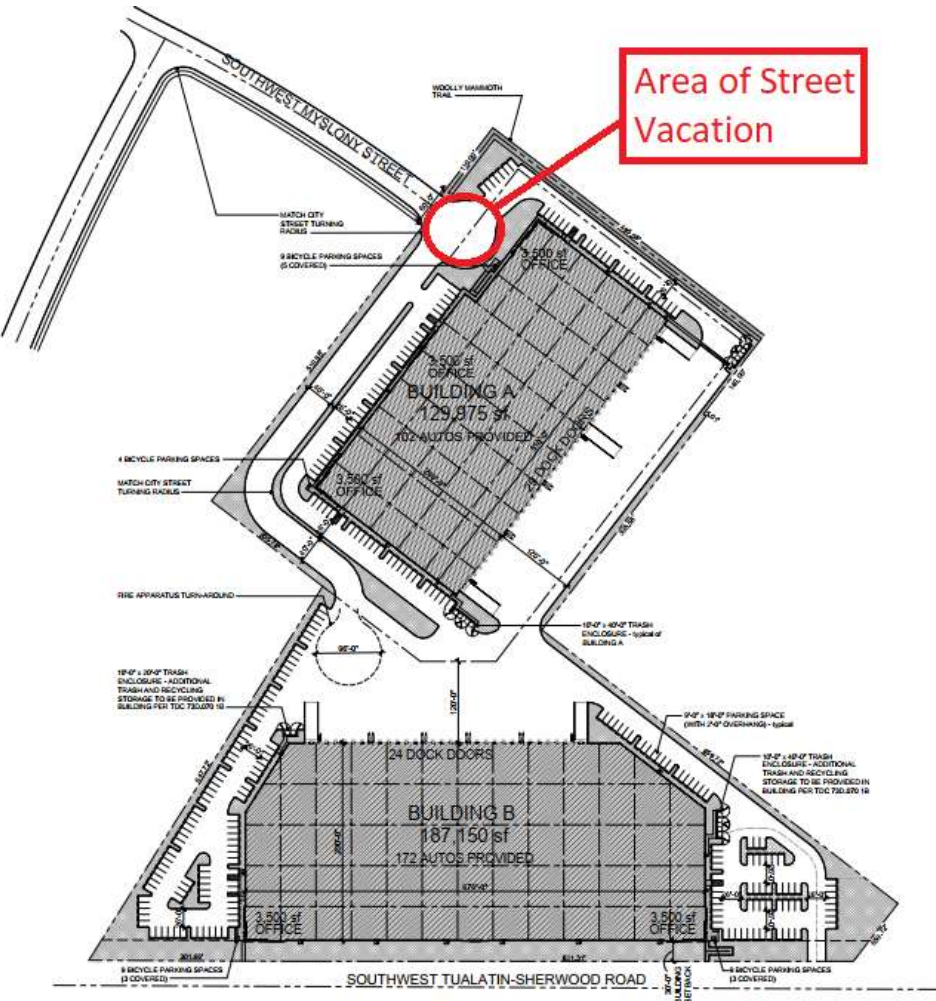
Agenda

- **Background**
- **Proposed Street Vacation Before and After**
- **Notification Requirements**
- **Approval Criteria**
- **Conclusion and Recommendation**

Background

- **“Street vacation”** means that a portion of a Public Street is removed and goes back to the private property owner who owned the underlying land before it was dedicated
- ORS 271 allows the City to initiate the process and to make a decision at a public hearing as long as appropriate notice is given.
- On October 24, 2022, the City Council unanimously directed staff to proceed with the proposed street vacation.
- The staff report and attachments in your packet demonstrate that the applicable criteria are met.

Proposed Street Vacation – Before and After



Notification Requirements

- Were the property owners abutting the street vacation notified?
 - YES – The property owner asked the City to initiate the process.
- Was notice published in a newspaper of general circulation 2 consecutive weeks prior to the hearing?
 - YES – Notice was published in the Tigard-Tualatin Times on October 20th and 27th. An affidavit of publishing is included in your packet.
- Was notice posted on the site within 5 days of the first date of newspaper publication?
 - YES – A copy of a map showing sign posting locations and photos of the sign postings is included in your packet.

Approval Criteria

- Were notification requirements met?
 - YES.
- Is the proposed street vacation “in the public interest”?
 - YES – The portion of the street proposed to be vacated is no longer needed for a public purpose such as public utilities or public access.
 - YES - The extension of SW Myslony Street beyond the original cul-de-sac better serves the public interest.

Conclusion and Recommendation

- Staff recommends Council adopt **Ordinance No. 1470-22.**
- This action would vacate a portion of the Cul-De-Sac street right-of-way located at the east terminus of Myslony Street and would also authorize the City Manager to take any and all actions necessary to implement the Ordinance.
- Questions?

ORDINANCE NO. 1470-22

AN ORDINANCE APPROVING THE VACATION OF PUBLIC RIGHT-OF-WAY AND ASSOCIATED UTILITY EASEMENT PREVIOUSLY USED FOR AN EASTERN CUL-DE-SAC FOR SW MYSLONY STREET

WHEREAS, the City acquired public right-of-way and associated utility easement over private property Tax Lot 2S122D000600 to terminate the east end of SW Myslony Street as a cul-de-sac; and

WHEREAS, the vicinity of dedication has been subsequently adjusted to include Tax Lots 2S122D000600 and 2S122D000900; and

WHEREAS, subsequent to the City's acquisition of public right-of-way and associated utility easement for said cul-de-sac and to enable extension of SW Myslony Street further east the City acquired public right-of-way; a public sidewalk, access, and utility easement; and an access easement to facilitate circulation in lieu of a cul-de-sac over Tax Lots 2S122D000600 and 2S122D000900; and

WHEREAS, pursuant to ORS Chapter 271, 100% of the abutting property owners, which constitutes two-thirds in area of the real property affected thereby, filed a petition consenting to the proposed vacation of the dedication and public utility easement; and

WHEREAS, the City Council set the matter for a public hearing on November 14, 2022 and provided notice of the hearing as required by ORS Chapter 271; and

WHEREAS, the City Council finds that the City's public right-of-way and associated utility easement previously used for an eastern cul-de-sac for SW Myslony Street is no longer needed for a public purpose; and

WHEREAS, the Council finds that the public interest would not be prejudiced by granting the vacation.

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

Section 1. The property in the City of Tualatin, Oregon, more particularly described as the Public Right-of-Way and associated Utility easement, situated in Washington County, Oregon, conveyed to Grantor by Recorded Documents No. 2011-073576 and 2011-073575, respectively, is hereby vacated and this vacation is hereby made a matter of public record.

Section 2. It is further proved that the City Manager, or the Manager's designee shall take any and all actions necessary to effectuate the intent of this ordinance, including but not limited to filing a certified copy of this ordinance with the County Clerk,

ORDINANCE NO. 1470-22

the County Assessor, and the County Surveyor of Washington County, Oregon.

Section 3. As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

Adopted by the City Council this 14th Day of November, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



Easements



2021-082366



2011-073575



2021-082368



2021-082365

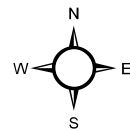


2011-073576



Taxlots

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -TualGIS 8/9/2022



After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
10/21/2011 11:58:30 AM

2011-073576

D-DD Cnt=1 Stn=29 RECORDS1
\$25.00 \$5.00 \$11.00 \$15.00 - Total = \$56.00



01641461201100735760050057

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 County Clerk



**CITY OF TUALATIN, OREGON
DEED OF DEDICATION**

Pascuzzi Investments, LLC (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors and assigns, the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, for the use of the public as a public way forever, for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

*See attached legal description and drawing,
incorporated by reference*

TO HAVE AND TO HOLD, the described and granted premises unto the said CITY, its successors and assigns, runs with the land.

The true and actual consideration paid for this conveyance is \$ 0.00 or includes other property or other value given or promised, the receipt of which is acknowledged by GRANTOR.

[Continued on next page for formatting purposes]

The GRANTOR covenants to the CITY, and CITY'S successors and assigns, that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its agents, successors, and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

EXECUTED this 17 day of October, 2011.

PASQUALE PASCUZZI
Name (print or type)

N/A
Name (print or type)

[Signature]
Signature

[Signature]
Signature

Managing Member
Title: Oct. 17, 2011
Date

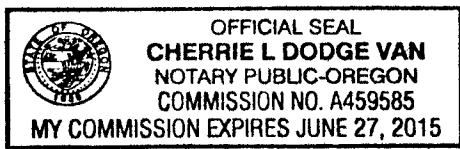
[Signature]
Date

STATE OF OREGON)ss
County of Washington)

On this 17 day of October, 2011, before me, the undersigned, a Notary Public, personally appeared Pasquale Pasuzzi and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon

My commission expires: June 27, 2015



CITY OF TUALATIN, OREGON
By: [Signature]
City Manager

ATTEST:
By: _____
City Recorder

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Ordinance 787-89, approves and accepts the foregoing Dedication on behalf of the City of Tualatin. Dated this 17th day of October, 2011.

APPROVED AS TO LEGAL FORM

[Signature]
CITY ATTORNEY

[Signature]
City Manager

**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE
SURVEYING**

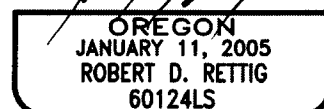
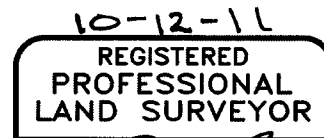
AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT A
Right-of-Way Dedication

A tract of land located in the Southeast One-Quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon and being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Partition Plat Number 2003-082, being a 3 inch brass disk inscribed "DE HAAS AND ASSOC. INC.", thence along the west line of said Parcel 1 North 00°20'09" West 395.59 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DE HAAS & ASSOC. INC."; thence continuing along the boundary of said Parcel 1 South 89°37'22" West 5.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DE HAAS & ASSOC. INC."; thence continuing along the boundary of said Parcel 1 North 00°20'09" West 140.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along the north line of the tract per Document Number 2010-102923, South 89°37'22" West 495.10 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along the west line of said tract, South 00°22'38" East 110.00 feet to a 5/8 inch iron rod with a red plastic cap inscribed "RYAN LS 58833" at the northeast corner of the SW Myslony Street dedication per Document Number 2008-99930 and the True Point of Beginning; thence leaving said west line North 89°37'22" East 0.02 feet to a point; thence along a curve to the left with a Radius of 15.00 feet, a Delta of 49°59'41", a Length of 13.09 feet, and a Chord of North 64°37'31" East 12.68 feet to a point of reverse curvature; thence along a curve to the right with a Radius of 55.00 feet, a Delta of 279°59'23", a Length of 268.77 feet, and a Chord of South 00°22'38" East 70.71 feet to a point of reverse curvature; thence along a curve to the left with a Radius of 15.00 feet, a Delta of 49°59'41", a Length of 13.09 feet, and a Chord of North 65°22'47" West 12.68 feet to a point; thence South 89°37'22" West 0.02 feet to a point; thence along a curve to the left with a Radius of 2493.81 feet, a Delta of 00°00'02", a Length of 0.02 feet, and a Chord of South 89°37'21" West 0.02 feet to a 5/8 inch iron rod with a red plastic cap inscribed "RYAN LS 58833" at the southeast corner of the SW Myslony Street dedication per Document Number 2008-99930; thence along said street, North 00°20'09" West 60.00 feet to the True Point of Beginning.

The above described tract of land contains 9,609 square feet, more or less. The Basis of Bearings is per Washington County Survey Number 31,560.



OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/12

PREPARED FOR

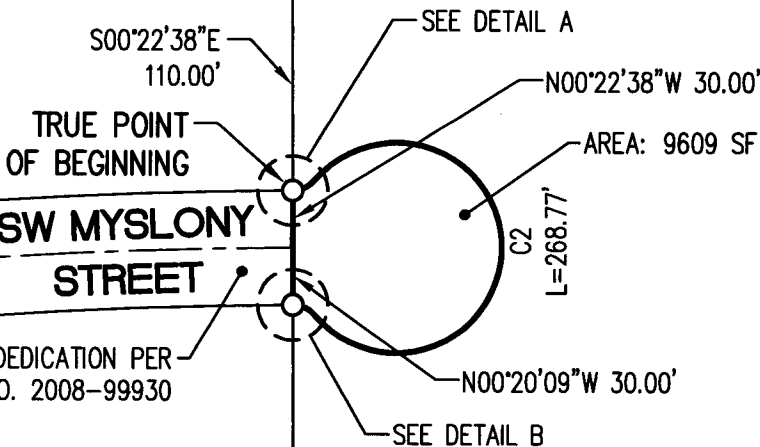
PASCUZZI INVESTMENTS, LLC.
10250 SW NORTH DAKOTA STREET
TIGARD, OR 97223

EXHIBIT B

MAP OF RIGHT-OF-WAY DEDICATION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

DOC. NO.
2010-102922

S89°37'22"W 495.10'



STREET DEDICATION PER
DOC. NO. 2008-99930

S89°37'22"W 5.00'

N00°20'09"W 140.00'

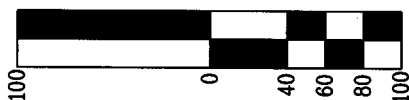
N00°20'09"W 395.59'

PARCEL 1
PP NO. 2003-082

DOC. NO.
2007-130681

DOC. NO. 95037906
(ADJUSTED PER DOC.
NO. 2010-102923)

SCALE 1" = 100 FEET



POINT OF BEGINNING
SW CORNER OF PARCEL 1
OF PP. NO. 2003-082

**SEE SHEET 2 FOR LEGEND,
CURVE TABLE AND DETAILS**

10-12-11

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/12

JOB NAME: MYSLONY
JOB NUMBER: 2463
DRAWN BY: JOH
CHECKED BY: RDR
DWG NO.: 100311 2463EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING



LICENSED IN OR & WA

13910 SW GALBREATH
DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

PREPARED FOR

PASCUZZI INVESTMENTS, LLC.
10250 SW NORTH DAKOTA STREET
TIGARD, OR 97223

EXHIBIT B

MAP OF RIGHT-OF-WAY DEDICATION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

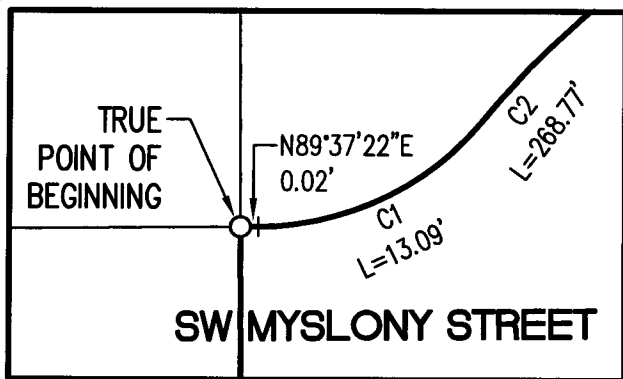
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00'	49°59'41"	13.09'	N64°37'31"E 12.68'
C2	55.00'	279°59'23"	268.77'	S00°22'38"E 70.71'
C3	15.00'	49°59'41"	13.09'	N65°22'47"W 12.68'
C4	2493.81'	00°00'02"	0.02'	S89°37'21"W 0.02'

LEGEND

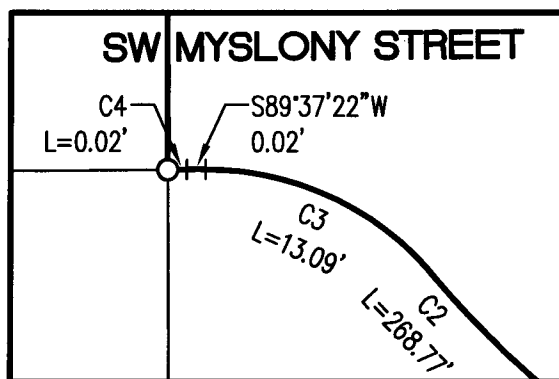
- 5/8" IRON ROD W/RPC INSCRIBED "RYAN LS 58833"
- △ 5/8" IRON ROD W/YPC INSCRIBED "DE HAAS & ASSOC INC."
- ▲ 3" BRASS DISK

DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS
W/YPC WITH A YELLOW PLASTIC CAP
W/RPC WITH A RED PLASTIC CAP
PP NO. PARTITION PLAT NUMBER PER WASHINGTON COUNTY SURVEY RECORDS



DETAIL A

NOT TO SCALE



DETAIL B

NOT TO SCALE

**THE BASIS OF BEARINGS IS PER SURVEY NUMBER 31,560, WASHINGTON COUNTY SURVEY RECORDS

10-12-11
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/12

JOB NAME: MYSLONY

JOB NUMBER: 2463

DRAWN BY: JOH

CHECKED BY: RDR

DWG NO.: 100311 2463EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING



LICENSED IN OR & WA

13910 SW GALBREATH DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon 2011-073575
10/21/2011 11:58:30 AM

D-E Cnt=1 Str=29 RECORDS1
\$25.00 \$5.00 \$11.00 \$15.00 - Total = \$56.00



01641460201100735750050050

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 County Clerk



**CITY OF TUALATIN, OREGON
PUBLIC UTILITY EASEMENT**

Pascuzzi Investments, LLC ("GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors and assigns, the permanent right to design, construct, reconstruct, operate and maintain a PUBLIC UTILITY EASEMENT on the following described land:

*See attached legal description and drawing,
incorporated by reference*

TO HAVE AND TO HOLD, the described EASEMENT unto the CITY, its successors and assigns, runs with the land.

GRANTOR reserves the right to use the surface of the land for walkways, landscaping, parking, and other uses undertaken by the GRANTOR that are not inconsistent and do not interfere with the use of the subject EASEMENT area by the CITY. No building or utility shall be placed upon, under or within the property subject to this easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY on the EASEMENT, the CITY shall restore the property's disturbed surface to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing in this easement shall be construed as requiring the CITY, its successors or assigns, to maintain landscaping, walkways, parking or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors or assigns.

The true and actual consideration paid for this transfer consists of \$ 0.00 or includes other property or other value given or promised, the receipt of which is

CD-11-07

acknowledged by the GRANTOR.

The GRANTOR covenants to the CITY, and its successors and assigns, that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances and that GRANTOR, and the GRANTOR'S heirs and personal representatives, shall warrant and forever defend the premises to the CITY, its agents, successors, and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

Executed this 17 day of October, 2011.

[Signature]
Signature

PASQUALE PASCUZZI
Name (print or type)

Managing Member
Title

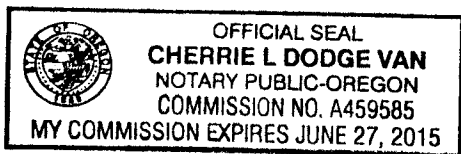
N/A
Signature

Name (print or type)

Title

STATE OF OREGON)ss
County of Washington)

On this 17 day of October, 2011, before me, the undersigned, a Notary Public, personally appeared Pasquale Pasquzzi and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon
My commission expires: June 27, 2011

CITY OF TUALATIN, OREGON
By: [Signature]
City Manager

ATTEST:
By: _____
City Recorder

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Ordinance 787-89, approves and accepts the foregoing Dedication on behalf of the City of Tualatin. Dated this 17th day of October, 2011.

APPROVED AS TO LEGAL FORM
[Signature]
CITY ATTORNEY

[Signature]
City Manager

**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE
SURVEYING**

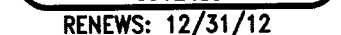
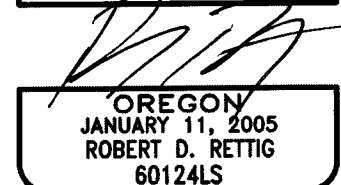
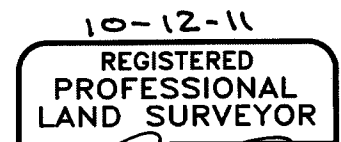
AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT A
Public Utility Easement

An 8.00-foot wide tract of land, located in the Southeast One-Quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, the inside line of which being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Partition Plat Number 2003-082, being a 3 inch brass disk inscribed "DE HAAS AND ASSOC. INC.", thence along the west line of said Parcel 1 North 00°20'09" West 395.59 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DE HAAS & ASSOC. INC."; thence continuing along the boundary of said Parcel 1, South 89°37'22" West 5.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DE HAAS & ASSOC. INC."; thence continuing along the boundary of said Parcel 1, North 00°20'09" West 140.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along the north line of the tract per Document Number 2010-102923 South 89°37'22" West 495.10 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along the west line of said tract South 00°22'38" East 110.00 feet to a 5/8 inch iron rod with a red plastic cap inscribed "RYAN LS 58833" at the northeast corner of the SW Myslony Street dedication per Document Number 2008-99930 and the True Point of Beginning; thence leaving said west line North 89°37'22" East 0.02 feet to a point; thence along a curve to the left with a Radius of 15.00 feet, a Delta of 49°59'41", a Length of 13.09 feet, and a Chord of North 64°37'31" East 12.68 feet to a point of reverse curvature; thence along a curve to the right with a Radius of 55.00 feet, a Delta of 279°59'23", a Length of 268.77 feet, and a Chord of South 00°22'38" East 70.71 feet to a point of reverse curvature; thence along a curve to the left with a Radius of 15.00 feet, a Delta of 49°59'41", a Length of 13.09 feet, and a Chord of North 65°22'47" West 12.68 feet to a point; thence South 89°37'22" West 0.02 feet to a point; thence along a curve to the left with a Radius of 2493.81 feet, a Delta of 00°00'02", a Length of 0.02 feet, and a Chord of South 89°37'21" West 0.02 feet to a 5/8 inch iron rod with a red plastic cap inscribed "RYAN LS 58833" at the southeast corner of the SW Myslony Street dedication per Document Number 2008-99930; thence along the west line of the tract per Document Number 2010-102923, South 00°20'09" East 8.00 feet to a point; thence leaving said west line along a non-tangent curve (Radial: North 00°22'40" West) to the right with a Radius of 2485.81 feet, a Delta of 00°00'02", a Length of 0.03 feet, and a Chord of North 89°37'21" East 0.03 feet to a point; thence North 89°37'22" East 0.02 feet to a point; thence along a curve to the right with a Radius of 7.00 feet, a Delta of 49°59'41", a Length of 6.11 feet, and a Chord of South 65°22'47" East 5.92 feet to a point; thence along a curve to the left with a Radius of 63.00 feet, a Delta of 279°59'23", a Length of 307.86 feet, and a Chord of North 00°22'38" West 81.00 feet to a point; thence along a curve to the right with a Radius of 7.00 feet, a Delta of 49°59'41", a Length of 6.11 feet, and a Chord of South 64°37'31" West 5.92 feet to a point; thence South 89°37'22" West 0.02 feet to a point on the west line of Document Number 2010-102923; thence along said west line South 00°22'38" East 8.00 feet to the True Point of Beginning.

The above described tract of land contains 631 square feet, more or less.
The Basis of Bearings is per Washington County Survey Number 31,560.



RENEWS: 12/31/12

PREPARED FOR

PASCUZZI INVESTMENTS, LLC.
10250 SW NORTH DAKOTA STREET
TIGARD, OR 97223

EXHIBIT B

MAP OF PUBLIC UTILITY EASEMENT
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

DOC. NO.
2010-102922

S89°37'22"W 495.10'

S00°22'38"E
110.00'

TRUE POINT
OF BEGINNING

30' SW MYSLONY
STREET

STREET DEDICATION PER
DOC. NO. 2008-99930

DOC. NO.
2007-130681

N00°20'09"W

SEE DETAIL B

SEE DETAIL A

8.00'

L=268.77'

L=307.86'

AREA: 631 SF

S89°37'22"W 5.00'

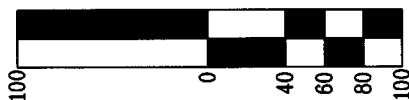
N00°20'09"W 140.00'

N00°20'09"W 395.59'

PARCEL 1
PP NO. 2003-082

DOC. NO. 95037906
(ADJUSTED PER DOC.
NO. 2010-102923)

SCALE 1" = 100 FEET



POINT OF BEGINNING
SW CORNER OF PARCEL 1
OF PP. NO. 2003-082

SEE SHEET 2 FOR LEGEND,
CURVE TABLE AND DETAILS

10-12-11

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/12

JOB NAME: MYSLONY
JOB NUMBER: 2463
DRAWN BY: JOH
CHECKED BY: RDR
DWG NO.: 100311 2463EXB

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FORESTRY • SURVEYING



LICENSED IN OR & WA

13910 SW GALBREATH
DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

PREPARED FOR

PASCUZZI INVESTMENTS, LLC.
10250 SW NORTH DAKOTA STREET
TIGARD, OR 97223

EXHIBIT B

MAP OF PUBLIC UTILITY EASEMENT
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

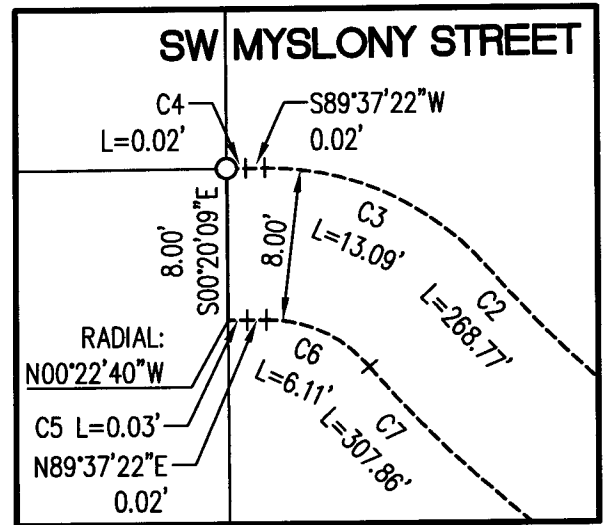
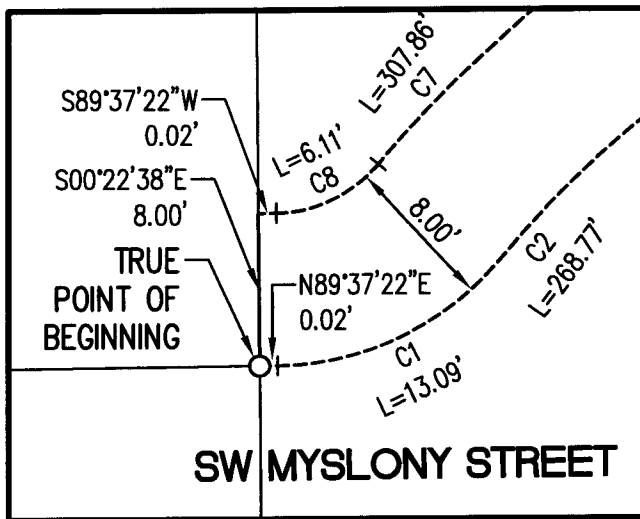
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00'	49°59'41"	13.09'	N64°37'31"E 12.68'
C2	55.00'	279°59'23"	268.77'	S00°22'38"E 70.71'
C3	15.00'	49°59'41"	13.09'	N65°22'47"W 12.68'
C4	2493.81'	00°00'02"	0.02'	S89°37'21"W 0.02'
C5	2485.81'	00°00'02"	0.03'	N89°37'21"E 0.03'
C6	7.00'	49°59'41"	6.11'	S65°22'47"E 5.92'
C7	63.00'	279°59'23"	307.86'	N00°22'38"W 81.00'
C8	7.00'	49°59'41"	6.11'	S64°37'31"W 5.92'

LEGEND

- 5/8" IRON ROD W/RPC INSCRIBED "RYAN LS 58833"
- △ 5/8" IRON ROD W/YPC INSCRIBED "DE HAAS & ASSOC INC."
- ▲ 3" BRASS DISK

DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS
W/YPC WITH A YELLOW PLASTIC CAP
W/RPC WITH A RED PLASTIC CAP
PP NO. PARTITION PLAT NUMBER PER WASHINGTON COUNTY SURVEY RECORDS



**THE BASIS OF BEARINGS IS PER SURVEY NUMBER 31,560, WASHINGTON COUNTY SURVEY RECORDS

10-12-11
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/12

JOB NAME: MYSLONY
JOB NUMBER: 2463
DRAWN BY: JOH
CHECKED BY: RDR
DWG NO.: 100311 2463EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING



LICENSED IN OR & WA

13910 SW GALBREATH DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

Send taxes to and
after recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
07/27/2021 10:34:25 AM **2021-082365**

D-DD Cnt=1 Stn=31 RECORDS1
\$35.00 \$5.00 \$11.00 \$60.00 - Total = \$111.00



02784248202100823650070073

I, Joe Nelson, 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.



Joe Nelson, Interim Director of Assessment and
Taxation, Ex-Officio County Clerk



**CITY OF TUALATIN, OREGON
DEED OF DEDICATION WITHOUT PLAT**

112th & Myslony JPMJD-USICV, LLC OR ("GRANTOR"), dedicates to the public, by and through the City of Tualatin (the "CITY"), its successors and assigns, a perpetual right-of way for street, road, public utility, and pedestrian purposes, on, over, across, under, along, and within all of the following real property situated in the County of Washington, State of Oregon, and which is bounded and described as follows, to wit:

The premises described in the legal description attached as Attachment A and as further depicted on the Map attached as Attachment B, both of which are incorporated herein

TO HAVE AND TO HOLD, the above described and granted premises unto the public forever.

The true and actual consideration paid for this conveyance is \$ 0.00 or includes other property or other value given or promised, the receipt of which is acknowledged by GRANTOR.

[Continued on next page for formatting purposes]

GRANTOR covenants to CITY, its successors and assigns, that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrance and that GRANTOR, its heirs, successors and assigns, and personal representatives shall warrant and forever defend the premises against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

GRANTOR agrees that CITY is not accepting any liability for any release of hazardous substances onto or from the premises and that GRANTOR is not attempting to convey any such liability.

EXECUTED this 15th day of July, 2021

See Attached
Name (print or type)

See Attached
Name (print or type)

Signature

Signature

Date

Date

(STATE OF OREGON)ss
(County of Washington)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, personally appeared _____ and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon
My commission expires: _____

APPROVED AS TO FORM
By: [Signature]
City Attorney

CITY OF TUALATIN, OREGON
By: [Signature]
City Manager

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 26 day of July, 2021.

[Signature]
City Manager

112TH & MYSLONY JPMJD/USICV, LLC,
a Delaware limited liability company

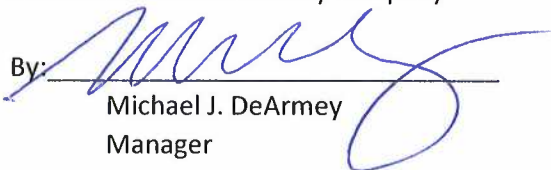
By: PHELAN-MJD, LLC,
a California limited liability company,
its managing member

By: Investments PDC LLC,
a California limited liability company

By: 

Jeffrey F. Phelan
Manager

By: DeArmey Investments, LLC,
a California limited liability company

By: 

Michael J. DeArmey
Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

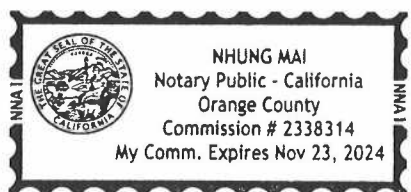
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of orange

On July 15, 2021 before me, Nhung Mai, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. DeArmeley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nhung Mai

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

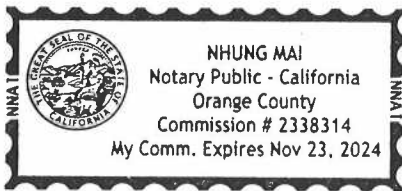
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of orange

On July 15, 2021 before me, Nhung Mai, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey F. Phelan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



EXHIBIT "A"

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Myslony Legal Description

July 15, 2021

A Portion of the Southeast 1/4 of Section 22, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the Northeast Corner of Tract 2 of that Property Line Adjustment recorded in Document Number 2020-037972, Washington County Records at the 5/8" Rebar with a Yellow Plastic Cap inscribed "AKS ENGR" as set in Survey Number 31701; thence along the East line of said Tract 2, S01°30'47"W, 31.00 feet; thence along a line parallel and 31.00 feet distant and Southerly from the North line of said Tract 2, N88°31'05"W, 263.96 feet to a point of curvature; thence along the arc of a 177.00 foot radius curve concave to the Southeast, through a central angle of 44°05'37" (chord bears S69°26'07"W, 132.88 feet) a distance of 136.22 feet to a point of tangency; thence S47°23'19"W, 31.03 feet to a point of curvature; thence along the arc of a 220.50 foot radius curve concave to the Northwest, through a central angle of 25°16'26" (chord bears S60°01'31"W, 96.48 feet) a distance of 97.27 feet; thence along a radial bearing, S17°20'16"E, 15.18 feet; thence S72°36'11"W, 8.71 feet to the Northeast Corner of Parcel 2, Partition Plat No. 2012-002 at the Southerly Right of Way line of SW Myslony Street; thence N01°32'06"E, 60.00 feet to the Northerly Right of Way line of said Street; thence along the West line of Tract 2 of that Property Line Adjustment recorded in Document Number 2020-037972, said Records, N01°32'41"E, 22.34 feet to a point of non-tangent curvature; thence leaving said West line, along the arc of a 159.00 foot radius curve concave to the Northwest, through a central angle of 24°22'39" (chord bears N59°34'38"E, 67.14 feet) a distance of 67.65 feet to a point of tangency; thence N47°23'19"E, 16.52 feet to a point of curvature; thence along the arc of a 233.00 foot radius curve concave to the Southeast, through a central angle of 17°19'12" (chord bears N56°02'55"E, 70.17 feet) a distance of 70.43 feet to the North line of Tract 2 of said Property Line Adjustment a point of non-tangency; thence S88°31'05"E, 368.96 feet to the point of beginning.

Containing 21,671 Square Feet (0.497 Acres).



1"=60'

EXHIBIT "B"

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

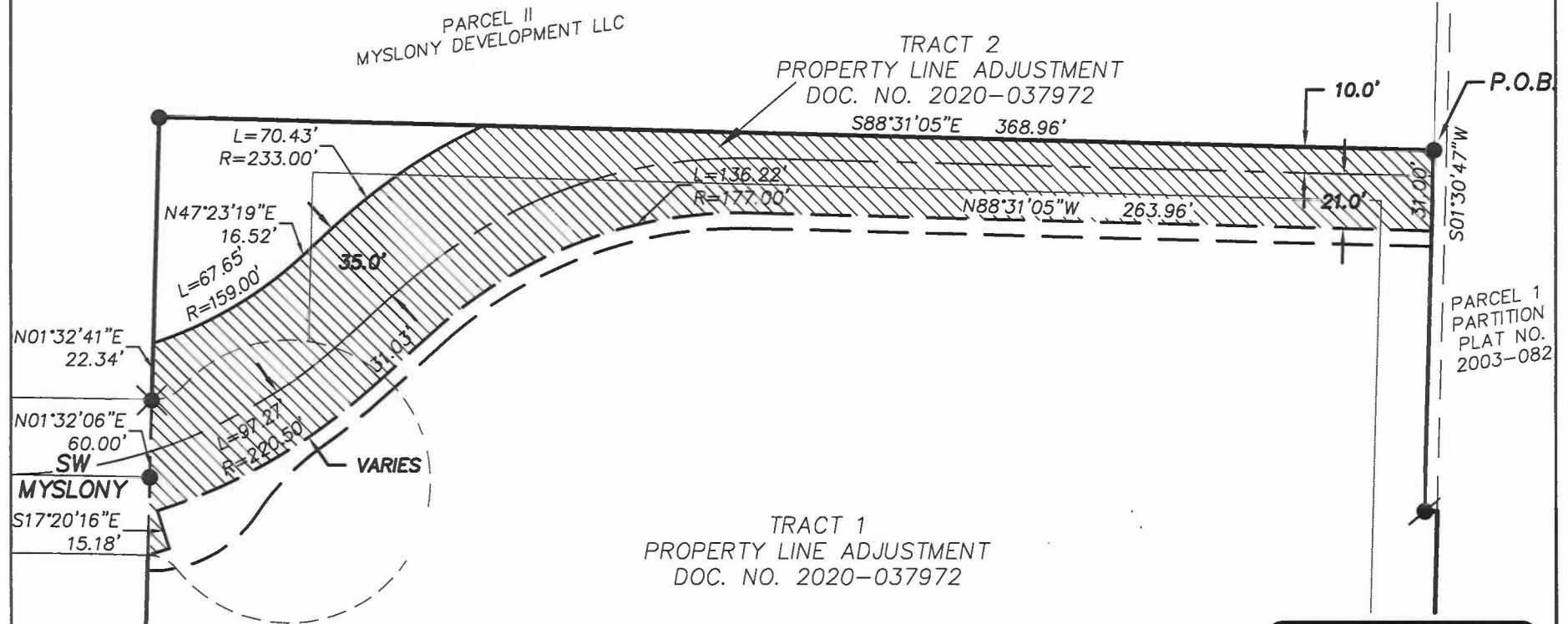
JULY 19, 2021

BASIS OF BEARINGS

STATE PLANE GRID COORDINATES
INTERNATIONAL FEET
3601 OREGON NORTH
NAD83(2011)(EPOCH2010.0000)
POINT SCALE 0.99990106
COMBINED FACTOR 0.99989672

PARCEL II
MYSLONY DEVELOPMENT LLC

TRACT 2
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972



PARCEL 1
PARTITION
PLAT NO.
2003-082

TRACT 1
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "AKS ENGR" (SET SURVEY NUMBER 31701/31560) HELD
- ⊙ FOUND 3" BRASS DISK WITH PUNCH MARK "DEHAAS & ASSOC INC." (SET SURVEY NUMBER 22104) HELD
- ⊗ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "RYAN LS 58833" (SET SN 30837) HELD



**STREET DEDICATION
AREA 21,671 S.F.**

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/23

PREPARED BY:
KC DEVELOPMENT
360.834.2519

PARCEL 2
PARTITION
PLAT NO.
2012-002

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
07/27/2021 10:34:25 AM
D-E Cnt=1 Stn=31 RECORDS1
\$30.00 \$5.00 \$11.00 \$60.00 - Total = \$106.00

2021-082366



02784249202100823660060063

I, Joe Nelson, 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.

Joe Nelson, Interim Director of Assessment and Taxation, Ex-Officio County Clerk



CITY OF TUALATIN, OREGON
PUBLIC ACCESS EASEMENT

112th & Myslony JPMJD-USICV, LLC, a Delaware limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors, and assigns, and the public, a Public Access Easement (the "Public Access Easement") for the purposes ingress and egress set forth herein over, upon, across, and along the premises, which is legally described as follows:

See Exhibit 1 (Legal Description of Public Access Easement Area) attached and as shown on Exhibit 2 (Map) attached.

TO HAVE AND TO HOLD this Easement unto Grantee in accordance with the terms, conditions, and covenants as follows:

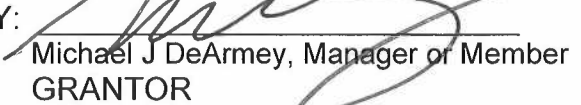
1. This Easement is for the purpose of provide public a non-exclusive permanent access easement for the purpose of ingress and egress at any and all times over the Grantor's property, providing the City and public with use of the Public Access Easement for use by the public, including by motor vehicles, pedestrians, bicyclists, wheelchair users (both nonmotorized and motorized), and other motorized and nonmotorized users.
2. Grantor shall have the right to use the Easement Areas for all purposes consistent with the exercise by the public of the rights granted herein, including, without limitation, the right to place, install, operate, repair and maintain utilities under, over, across and within the Public Access Easement, provided such use or utilities do not materially interfere with the use by the public of the Easement Areas for the purposes stated herein.

3. Grantor must construct, install, repair and maintain the Public Access Easement area for roadway use, in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, including but not limited to City of Tualatin standards, and in a clean and usable condition. If Grantor fails to maintain the Public Access Easement Area, Grantee may notify Grantor in writing, specifying the areas where and ways in which Grantor is not maintaining the Public Access Easement Area. If Grantor fails to perform such action within 30 days from the date the notice is mailed, Grantee may enter upon the property and cause said maintenance to be made and bill Grantor for the reasonable costs associated therewith, which Grantor must promptly pay.
4. Grantor warrants that it holds fee title to the Public Access Easement Area and that Grantee and the public may peaceably enjoy the rights and benefits of this Easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably claiming by, through, or under Grantor, subject to the terms of this Easement.
5. In the event that Grantee decides to install additional facilities such as traffic control signage, on the Public Access Easement Area (the "Additional Facilities"), Grantee shall provide Grantor with reasonable prior notice, and Grantee may conduct the installation of the Additional Facilities at Grantee's sole cost and expense in accordance with governmental regulations, and Grantee shall then be responsible for the maintenance, repair, and operation of the Additional Facilities at Grantee's sole cost and expense unless otherwise agreed by the parties, and shall promptly restore the Roadway Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work at Grantee's sole cost and expense.
6. Grantor and Grantee will indemnify and hold harmless each other from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any activities performed on or within the Public Access Easement Area by Grantor or Grantor's agents, or Grantee or Grantee's agents, as the case may be, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of the indemnified party, its agents, or employees.
7. In exercising its access rights hereunder, Grantee will use reasonable efforts to:
(a) notify Grantor that Grantee intends to perform work in the Easement Areas;
and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) parking, or (iii) traffic circulation.
8. This Public Access Easement runs with the land, and the covenants and agreements contained in this instrument, will inure to the benefit of and be

binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, Grantor has executed this easement this 20th day of July, 2021.

112th & Myslony JPMJD—USICV, LLC,
a Delaware limited liability company

BY: 
Michael J DeArmey, Manager of Member
GRANTOR

STATE OF OREGON)
)
County of _____)

please see attached

This instrument was acknowledged before me on _____, 2019, by _____, Manager _____, LLC.

Notary Public - State of Oregon
My commission expires: _____

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 26 day of July 2021

BY: 
SHERILYN LOMBOS,
CITY MANAGER

APPROVED AS TO FORM
BY: 
City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

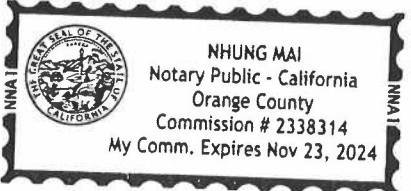
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of orange }

On July 20, 2021 before me, Nhung Mai, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. DeArmey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nhung Mai
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



EXHIBIT "A"

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Access Easement Legal Description July 20, 2021

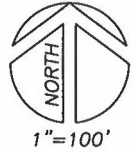
A Portion of the Southeast 1/4 of Section 22, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point which bears S01°30'47"W, 31.00 feet and N88°31'05"W, 4.90 feet from the 5/8" Rebar with a Yellow Plastic Cap inscribed "AKS ENGR" as set in Survey Number 31701 marking the Northeast Corner of Tract 2 of that Property Line Adjustment recorded in Document Number 2020-037972, Washington County Records; thence S01°24'45"W, 83.47 feet; thence S04°50'57"E, 25.55 feet; thence S01°24'45"W, 489.06 feet to a point of curvature; thence along the arc of a 46.40 foot radius curve concave to the Northwest, through a central angle of 90°00'00" (chord bears S46°24'45"W, 65.62 feet) a distance of 72.88 feet to a point of tangency; thence N88°35'15"W, 376.63 feet to a point of curvature; thence along the arc of a 46.40 foot radius curve concave to the Northeast, through a central angle of 89°59'29" (chord bears N43°35'30"W, 65.62 feet) a distance of 72.88 feet to a point of tangency; thence N01°24'14"E, 449.21 feet; thence N19°51'24"W, 32.75 feet to a point of non-tangent curvature; thence along the arc of a 220.50 foot radius curve concave to the Northwest, through a central angle of 09°00'01" (chord bears N65°51'06"E, 34.60 feet) a distance of 34.64 feet to a point of non-tangency; thence S28°56'08"E, 13.18 feet; thence S01°24'14"W, 474.18 feet to a point of curvature; thence along the arc of a 29.50 foot radius curve concave to the Northeast, through a central angle of 89°59'29" (chord bears S43°35'30"E, 41.72 feet) a distance of 46.33 feet to a point of tangency; thence S88°35'15"E, 311.44 feet to a point of curvature; thence along the arc of a 24.50 foot radius curve concave to the Northwest, through a central angle of 90°00'00" (chord bears N46°24'45"E, 34.65 feet) a distance of 38.48 feet to a point of tangency; thence N01°24'45"E, 468.03 feet; thence S88°35'15"E, 49.21 feet; thence N08°25'52"W, 127.74 feet; thence S88°31'05"E, 47.84 feet to the Point of Beginning.

Containing 68,205 Square Feet (1.566 Acres).

EXHIBIT "B"

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

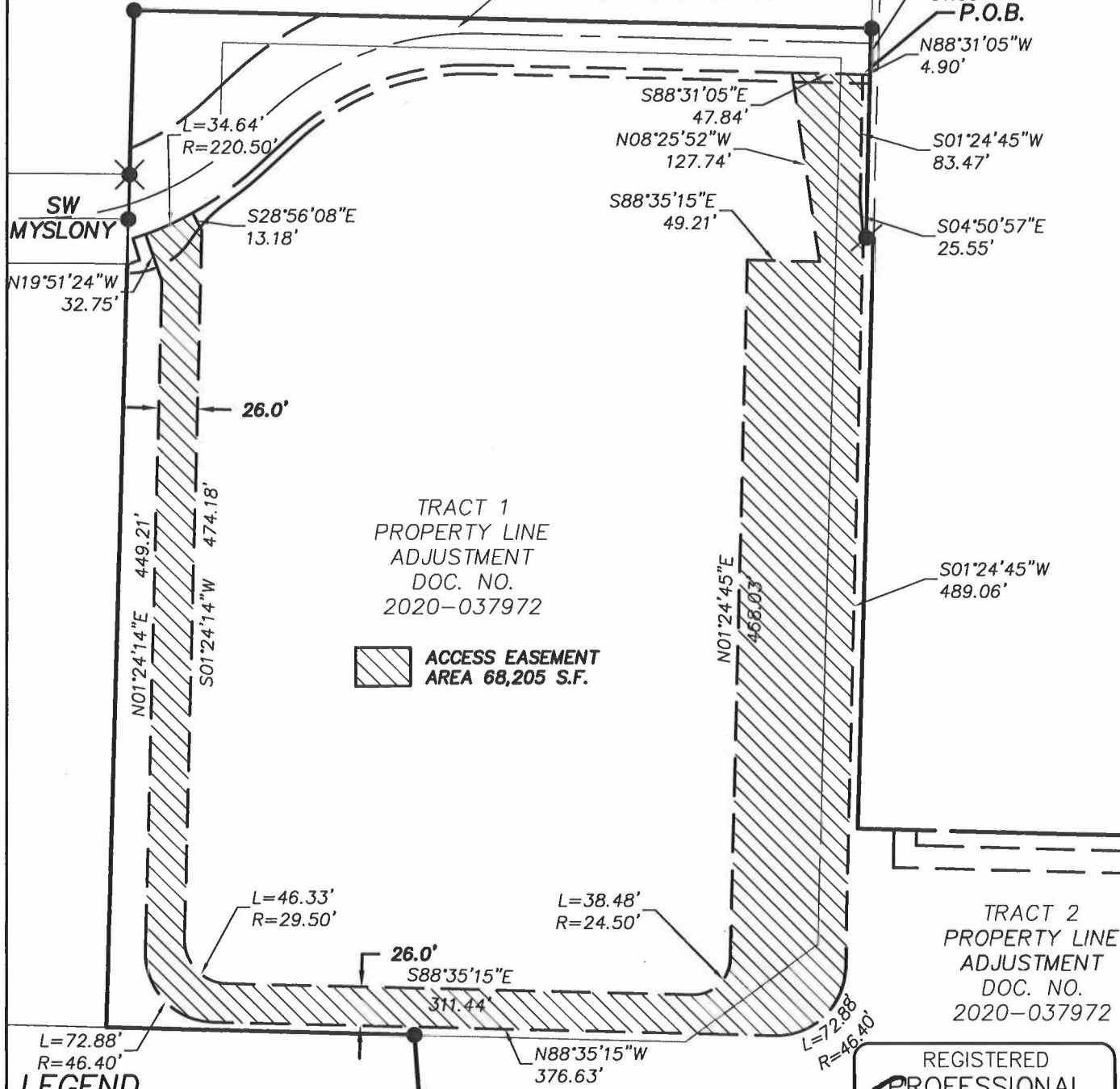


BASIS OF BEARINGS

STATE PLANE GRID COORDINATES
INTERNATIONAL FEET
3601 OREGON NORTH
NAD83(2011)(EPOCH2010.0000)
POINT SCALE 0.99990106
COMBINED FACTOR 0.99989672

JULY 20, 2021

TRACT 2
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972



TRACT 1
PROPERTY LINE
ADJUSTMENT
DOC. NO.
2020-037972

ACCESS EASEMENT
AREA 68,205 S.F.

TRACT 2
PROPERTY LINE
ADJUSTMENT
DOC. NO.
2020-037972

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "AKS ENGR" (SET SURVEY NUMBER 31701/31560) HELD
- ⊙ FOUND 3" BRASS DISK WITH PUNCH MARK "DEHAAS & ASSOC INC." (SET SURVEY NUMBER 22104) HELD
- ⊗ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "RYAN LS 58833" (SET SN 30837) HELD

PREPARED BY:
KC DEVELOPMENT
360.834.2519

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/23

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
07/27/2021 10:34:25 AM
D-E Cnt=6 Stn=31 RECORDS1
\$35.00 \$25.00 \$5.00 \$11.00 \$60.00 - Total = \$136.00

2021-082368



02784252202100823680070070

I, Joe Nelson, 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.

Joe Nelson, Interim Director of Assessment and Taxation, Ex-Officio County Clerk



**CITY OF TUALATIN, OREGON
STORM DRAINAGE LINE, WATERLINE, STORM DRAIN,
SIDEWALK OR PUBLIC UTILITY AND ACCESS EASEMENTS**

112th & Myslony JPMJD-USICV, LLC ("GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors and assigns, the permanent right to design, construct, reconstruct, operate and maintain a Sidewalk and Public Utility Easement ("EASEMENT") on the following described land:

*See attached legal description and drawing,
incorporated by reference*

TO HAVE AND TO HOLD, the described EASEMENT unto the CITY, its successors and assigns, runs with the land.

GRANTOR reserves the right to use the surface of the land for walkways, landscaping, parking, and other uses undertaken by the GRANTOR that are not inconsistent and do not interfere with the use of the subject EASEMENT area by the CITY. No building or utility shall be placed upon, under or within the property subject to this easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY on the EASEMENT, the CITY shall restore the property's disturbed surface to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing in this easement shall be construed as requiring the CITY, its successors or assigns, to maintain landscaping, walkways, parking or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors or assigns.

The true and actual consideration paid for this transfer consists of \$1.00 or

includes other property or other value given or promised, the receipt of which is acknowledged by the GRANTOR.

The GRANTOR covenants to the CITY, and its successors and assigns, that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances list any exceptions and that GRANTOR, and the GRANTOR'S heirs and personal representatives, shall warrant and forever defend the premises to the CITY, its agents, successors, and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

Executed this 20th day of July, 2021.

See Attached
Signature

See Attached
Signature

Name (print or type)

Name (print or type)

Title

Title

(STATE OF OREGON)ss
(County of Washington)

please see attached

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, personally appeared _____ and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon

My commission expires: _____

CITY OF TUALATIN, OREGON

By: *[Signature]*
City Manager

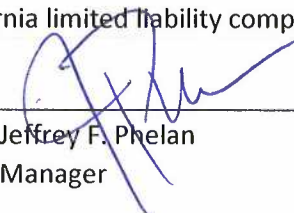
The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 26 day of July, 2021.

[Signature]
City Manager

112TH & MYSLONY JPMJD/USICV, LLC,
a Delaware limited liability company

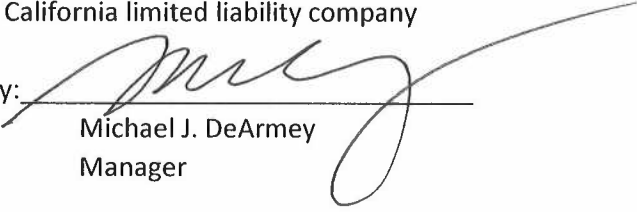
By: PHELAN-MJD, LLC,
a California limited liability company,
its managing member

By: Investments PDC LLC,
a California limited liability company

By: 

Jeffrey F. Phelan
Manager

By: DeArmey Investments, LLC,
a California limited liability company

By: 

Michael J. DeArmey
Manager

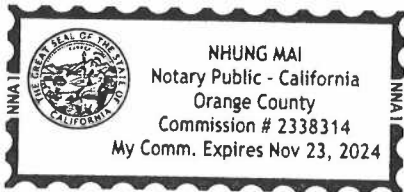
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of orange }
On July 20, 2021 before me, Nhung Mai, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey F. Phelan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

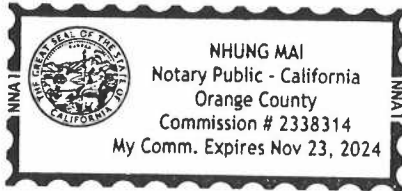
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State of California }
County of orange }
On July 20, 2021 before me, Nhung Mai, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael J. DeArme
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



EXHIBIT "A"

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Myslony PUE Legal Description July 15, 2021

A Portion of the Southeast 1/4 of Section 22, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the East line of Tract 2 of that Property Line Adjustment recorded in Document Number 2020-037972, Washington County Records which bears S01°30'47"W, 31.00 feet from the 5/8" Rebar with a Yellow Plastic Cap inscribed "AKS ENGR" as set in Survey Number 31701 marking the Northeast Corner thereof; thence along the East line of said Tract 2, S01°30'47"W, 6.00; thence along a line parallel and 37.00 feet distant and Southerly from the North line of said Tract 2, N88°31'05"W, 263.96 feet to a point of curvature; thence along the arc of a 171.00 foot radius curve concave to the Southeast, through a central angle of 44°05'37" (chord bears S69°26'07"W, 128.37 feet) a distance of 131.60 feet to a point of tangency; thence S47°23'19"W, 31.03 feet to a point of curvature; thence along the arc of a 226.50 foot radius curve concave to the Northwest, through a central angle of 07°33'18" (chord bears S51°09'58"W, 29.84 feet) a distance of 29.87 feet to a point of reverse curvature; thence along the arc of a 100.00 foot radius curve concave to the Southeast, through a central angle of 21°02'07" (chord bears S44°25'33"W, 36.51 feet) a distance of 36.71 feet to a point of reverse curvature; thence along the arc of a 50.00 foot radius curve concave to the Northwest, through a central angle of 57°33'51" (chord bears S62°41'25"W, 48.15 feet) a distance of 50.23 to the West line of Parcel 2, Partition Plat No. 2012-002; thence along said West line, N01°31'31"E, 6.00 feet to the Southerly Right of Way line of SW Myslony Street; thence N72°36'11"E, 8.71 feet; thence along a radial bearing to the following curve, N17°20'16"W, 15.18 feet; thence along the arc of a 220.50 foot radius curve concave to the Northwest, through a central angle of 25°16'26" (chord bears N60°01'31"E, 96.48 feet) a distance of 97.27 feet; thence N47°23'19"E, 31.03 feet to a point of curvature; thence along the arc of a 177.00 foot radius curve concave to the Southeast, through a central angle of 44°05'37" (chord bears N69°26'07"E, 132.88 feet) a distance of 136.22 feet to a point of tangency; thence S88°31'05"E, 263.96 feet the Point of Beginning.

Containing 3,905 Square Feet (0.090 Acres).



1"=60'

EXHIBIT "B"

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

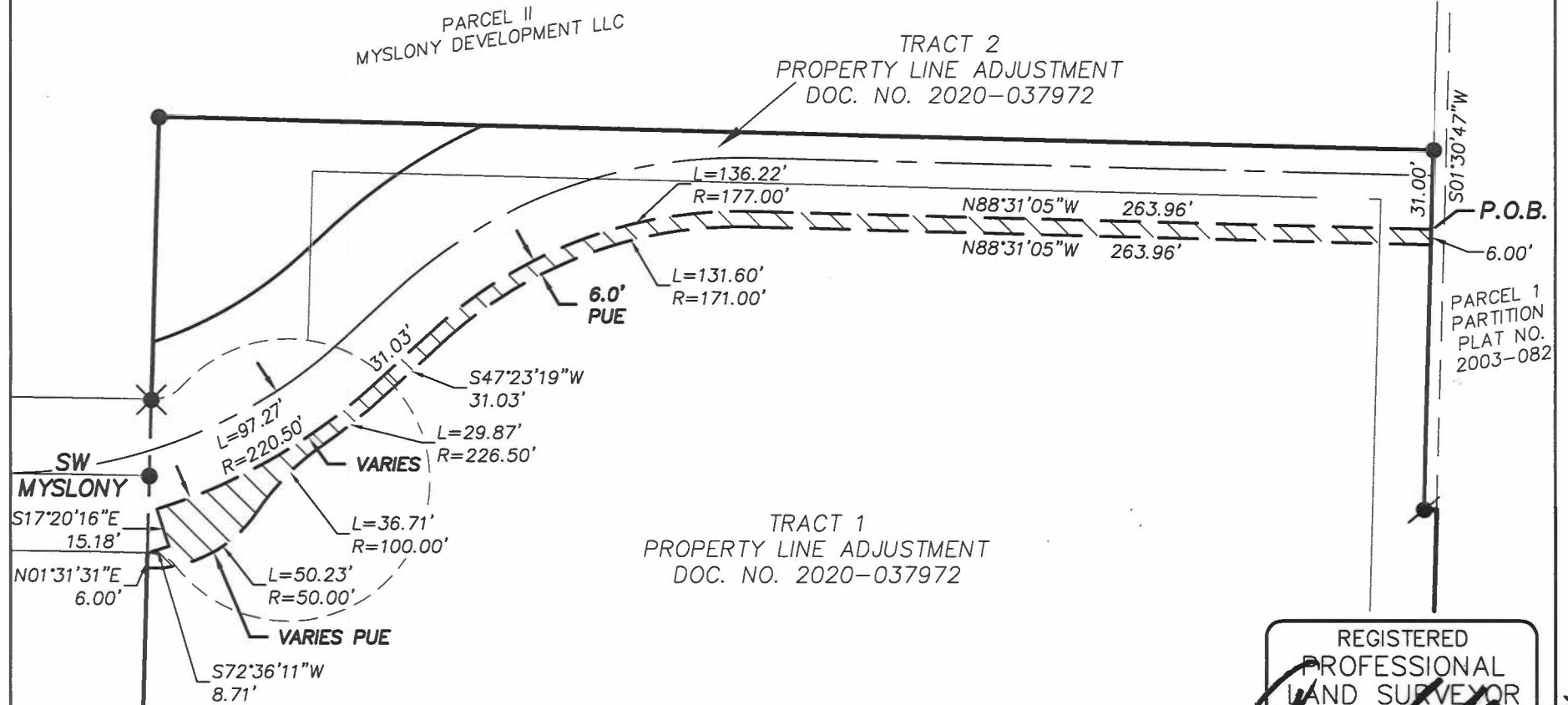
JULY 19, 2021

BASIS OF BEARINGS

STATE PLANE GRID COORDINATES
INTERNATIONAL FEET
3601 OREGON NORTH
NAD83(2011)(EPOCH2010.0000)
POINT SCALE 0.99990106
COMBINED FACTOR 0.99989672

PARCEL II
MYSLONY DEVELOPMENT LLC

TRACT 2
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972



TRACT 1
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972

SW
MYSLONY

S17°20'16"E
15.18'

N01°31'31"E
6.00'

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "AKS ENGR" (SET SURVEY NUMBER 31701/31560) HELD
- ⊙ FOUND 3" BRASS DISK WITH PUNCH MARK "DEHAAS & ASSOC INC." (SET SURVEY NUMBER 22104) HELD
- ⊗ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "RYAN LS 58833" (SET SN 30837) HELD



**SIDEWALK & PUBLIC
UTILITY EASEMENT
AREA 3,905 S.F.**

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/23

PREPARED BY:
KC DEVELOPMENT
360.834.2519

PARCEL 2
PARTITION
PLAT NO.
2012-002

PARCEL 1
PARTITION
PLAT NO.
2003-082

P.O.B.

6.00'

31.00'

501°30'47"W

N88°31'05"W
263.96'

N88°31'05"W
263.96'

L=136.22'
R=177.00'

L=131.60'
R=171.00'

S47°23'19"W
31.03'

L=29.87'
R=226.50'

L=36.71'
R=100.00'

L=50.23'
R=50.00'

S72°36'11"W
8.71'

L=97.21'
R=220.50'

VARIES

VARIES PUE

6.0'
PUE

Preliminary Report

Lawyers Title - Oregon
1455 SW Broadway, Ste 1400, Portland, OR 97201

Escrow Officer: Peggy Neikirk
Email: pneikirk@ltic.com
Phone: 503-220-0015
File No.: 322200010

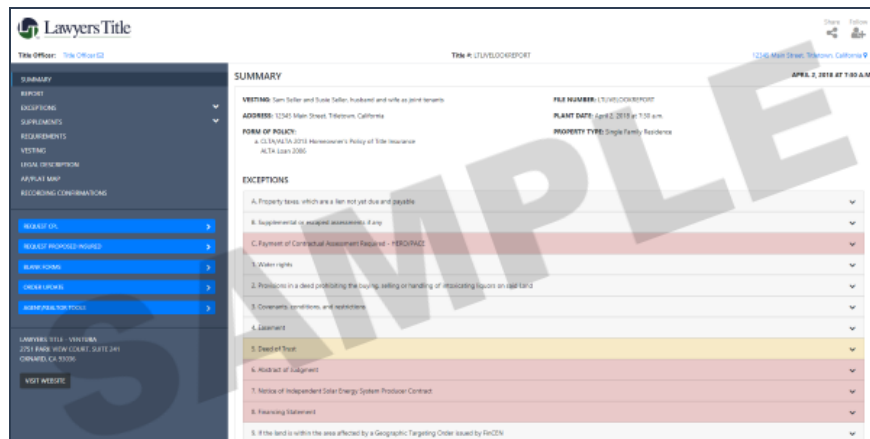
Property Address: 10775 and 10830 SW Tualatin Sherwood Road, Tualatin, OR 97062

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

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The screenshot displays the Lawyers Title LiveLOOK report interface. On the left is a dark sidebar with navigation links: SUMMARY, REPORT, EXCEPTIONS, ROAD RIGHTS REPORT, WATER RIGHTS, CLEAR LIENS, and REMOVAL OF POLICY. Below these are contact details for Lawyers Title - VENTURA and a VISIT WEBSITE button. The main content area is titled 'SUMMARY' and includes the following information:

- VENDOR:** Sam Seller and Tracie Seller, husband and wife as joint tenants
- ADDRESS:** 12345 Main Street, Tiburon, California
- FORM OF POLICY:** A 12/14/14 to 2015 Homeowners Policy of Title Insurance, #676 Loan 0000
- FILE NUMBER:** LTIVELIVELOOKREPORT
- PLANT DATE:** April 2, 2019 at 1:02 a.m.
- PROPERTY TYPE:** Single Family Residence

The 'EXCEPTIONS' section lists several items, each with a dropdown arrow:

- A. Property taxes which are a lien not yet due and payable
- B. Supplemental or assigned assessments, if any
- C. Payment of Contract Assessment Fee set - PERFORMED
- D. Water rights
- E. Provisions in a deed prohibiting the buying, selling or handling of adjoining tracts on said land
- F. Covenants, conditions and restrictions
- G. Easement
- H. Deed of Trust
- I. Notice of Judgment
- J. Notice of Independent Solar Energy System Producer Contract
- K. Financing Statement
- L. If the land is within the area affected by a Geographic Targeting Order issued by the CDC

Effortless, Efficient, Compliant, and Accessible



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Lawyers Title of Oregon, LLC hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read 'ASME', written over a horizontal line.



1455 SW Broadway, Ste 1400, Portland, OR 97201
(503)223-5910 FAX (877)638-9521

PRELIMINARY REPORT

ESCROW OFFICER: Peggy Neikirk
pneikirk@ltic.com
503-220-0015

ORDER NO.: 322200010

TITLE OFFICER: Bob Brandon
bob.brandon@ltic.com
(503)553-5690

TO: Lawyers Title of Oregon, LLC
1455 SW Broadway, Ste 1400
Portland, OR 97201

ESCROW LICENSE NO.: 201011107

BUYER/BORROWER: 112th & Myslony JPMJD/USICV, LLC

PROPERTY ADDRESS: 10775 and 10830 SW Tualatin Sherwood Road, Tualatin, OR 97062

EFFECTIVE DATE: December 30, 2021, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Loan Policy 2006	\$ TBD	\$ TBD
Extended Lender's		
Government Lien Search		\$ 60.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

112th & Myslony JPMJD/USICV, LLC, a Delaware limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

TRACT 1:

A tract of land being a portion of that property described as Parcel C and Parcel D in a deed to Myslony Development, LLC recorded March 24, 2017 as Document Number 2017-023655, Washington County Deed Records, located in the southeast one-quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap stamped "OBEC" located at the northeast corner of Parcel 2 of Partition Plat No. 2012-002, said point also being on the west boundary of said Parcel C and at the southwest corner of that property dedicated as right-of-way to the City of Tualatin by a deed recorded on October 21, 2011 as Document Number 2011- 073576, Washington County Deed Records; Thence along the southerly and easterly boundary of said right-of-way the following (4) calls, 0.02 feet along a circular curve to the right, having a radius of 2493.81 feet, a delta angle of 00°00'02", and a long chord of North 89°38'08" East 0.02 feet to a point of tangency thereon; Thence North 89°38'09" East 0.02 feet to a point of curvature thereon; Thence 13.09 feet along a tangent circular curve to the right, having a radius of 15.00 feet, a delta angle of 50°00'00", and a long chord of South 65°22'33" East 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; Thence 214.41 feet along a tangent circular curve to the left, having a radius of 55.00 feet, a delta angle of 223°21' 26", and a long chord of North 27°56'44" East 102.22 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing said right-of-way line, North 00°22' 11" West 65.40 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 89°36'12" East 415.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°19'33" East 593.51 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 52°06' 16" West 110.80 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc", said point being located on the easterly extension of the north line of Lot 3 of "Franklin Business Park"; Thence along said easterly extension line, South 89°37'11" West 181.17 feet to the northeast corner of said Lot 3, from said point a 5/8 inch iron rod bears South 05°53'00" East 0.07 feet; Thence along the north line of said Lot 3, South 89°37'11" West 205.90 feet to the southeast corner of said Parcel 2 of Partition Plat No. 2012-002, from said point a 5/8 inch iron rod with a yellow plastic cap stamped "Ryan LS 58833" bears North 00°20'09" West 4.00 feet; Thence along the east line of said Parcel 2, North 00°20'09" West 510.84 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion granted to the City of Tualatin, as described in Dedication Deed, recorded July 27, 2021 as Recording No. 2021-082365.

Tract 2:

A tract of land being a portion of that property described as Parcel A, Parcel B, Parcel C and Parcel D in a Deed to Myslony Development, LLC recorded March 24, 2017 as Document Number 2017-023655, Washington County Deed Records, located in the Southeast one-quarter of Section 22 and the Northeast one-quarter of Section 27, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, Washington County, Oregon, and more particularly described as follows:

Commencing at a 5/8 inch iron rod with a yellow plastic cap stamped "OBEC" located at the Northeast corner of Parcel 2 of PARTITION PLAT NO. 2012-002, said point also being on the West boundary of said Parcel C and at the Southwest corner of that property dedicated as right-of-way to the City of Tualatin by a Deed recorded on October 21, 2011 as Document Number 2011-073576, Washington County Deed Records; thence along the Southerly and Easterly boundary of said right-of-way the following (4) calls, 0.02 feet along a circular curve to the right, having a radius of 2493.81 feet, a delta angle of 00° 00' 02", and a long chord of North 89° 38' 08" East, 0.02 feet to a point of tangency thereon; thence North 89° 38' 09" East, 0.02 feet to a point of curvature thereon; thence 13.09 feet along a tangent circular curve to the right, having a radius of 15.00 feet, a delta angle of 50° 00' 00",

EXHIBIT "A"
Legal Description

and a long chord of South 65° 22' 33" East, 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence 214.41 feet along a tangent circular curve to the left, having a radius of 55.00 feet, a delta angle of 223° 21' 26", and a long chord of North 27° 56' 44" East, 102.22 feet to the point of beginning, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence departing said right-of-way line, North 00° 22' 11" West, 65.40 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence North 89° 36' 12" East, 415.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence South 00° 19' 33" East, 593.51 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence South 52° 06' 16" West, 110.80 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc", said point being located on the Easterly extension of the North line of Lot 3 of "FRANKLIN BUSINESS PARK"; thence along said Easterly extension line, South 89° 37' 11" West, 181.17 feet to the Northeast corner of said Lot 3, from said point a 5/8 inch iron rod bears South 05° 53' 00" East, 0.07 feet; thence along the East line of said " FRANKLIN BUSINESS PARK " and continuing along the Southerly extension thereof, South 05° 53' 00" East, 647.79 feet to an angle point on the Northerly right-of-way line of SW Tualatin - Sherwood Road (37.00 feet Northerly from the centerline thereof, when measured at right angles), said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along said Northerly right-of-way line, North 52° 21' 40" East 414.27 feet to an angle point thereon, said point being on the Easterly boundary of said Parcel C and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along the Easterly boundary of said Parcel C, North 10° 09' 17" West, 0.52 feet to an angle point on the Northerly right-of-way line of SW Tualatin - Sherwood Road, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along said Northerly right-of-way line, North 52° 05' 11" East, 708.77 feet to its intersection with the East line of said Parcel B, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along the East line of said Parcel B, North 00° 20' 51" West, 106.92 feet to the Northeast corner thereof, said point also being the Southeast corner of Parcel 1 of PARTITION PLAT NO. 2003-082 and being marked by a 3 inch brass disk set in concrete; thence along the South line of said Parcel 1, South 89° 37' 27" West, 659.73 feet to the Southwest corner thereof, said point being located on the Easterly boundary of said Parcel C and being marked by a 3 inch brass disk set in concrete; thence along the Easterly boundary of said Parcel C, North 00° 19' 33" West, 395.57 feet to the Northeast corner thereon, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "DE HASS ASSOC."; thence along the North line of said Parcel C, South 89° 53' 55" West, 5.02 feet to the Southeast corner of said Parcel D, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "DE HASS ASSOC."; thence along the East line of said Parcel D, North 00° 20' 55" West, 140.11 feet to the Northeast corner thereof, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence along the North line of said Parcel D, South 89° 36' 12" West, 495.03 feet to the Northwest corner thereof, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence along the West line of said Parcel D, South 00° 22' 11" East, 110.00 feet to the Northwest corner of said property dedicated as right-of-way to the City of Tualatin by Document Number 2011-073576, Washington County Deed Records; thence along the Northerly boundary of said right-of-way the following (3) calls, North 89° 38' 09" East, 0.02 feet to a point of curvature thereon; thence 13.09 feet along a tangent circular curve to the left, having a radius of 15.00 feet, a delta angle of 50° 00' 22", and a long chord of North 64° 38' 18" East, 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence 54.36 feet along a tangent circular curve to the right, having a radius of 55.00 feet, a delta angle of 56° 37' 54", and a long chord of North 67° 57' 04" East, 52.18 feet to the point of beginning.

EXCEPT THEREFROM that portion granted to Washington County, a political subdivision of the State of Oregon, described in Dedication Deed, recorded May 26, 2021 as Recording No. 2021-061976.

AND FURTHER EXCEPTING THEREFROM that portion granted to the City of Tualatin, as described in Dedication Deed, recorded July 27, 2021 as Recording No. 2021-082365.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2021-22
Original Amount: \$22,003.91
Unpaid Balance: \$14,669.27, plus interest, if any
Levy Code: 023.76
Account No.: [R530642](#)
Map No.: 2S122D000600

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

7. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2021-22
Original Amount: \$33,627.14
Unpaid Balance: \$22,418.09, plus interest, if any
Levy Code: 023.76
Account No.: [R530606](#)
Map No.: 2S122D0009000

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

8. City Liens, if any, in favor of the City of Tualatin. None found as of January 14, 2021.
9. A resolution in favor of Tualatin, including the terms and provisions thereof
- No.: 1726-85
For: Acceptance of Deeds of Dedication
Recording Date: December 19, 1985
[Recording No.: 85-050139](#)
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- In favor of: City of Tualatin
Purpose: Waterline
Recording Date: October 12, 1987
[Recording No.: 87-051749](#)
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pacific N.W. Properties
Purpose: Storm drainage line
Recording Date: December 24, 2007
[Recording No.: 2007-130682](#)
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement, including the terms and provisions thereof
In favor of: City of Tualatin
Purpose: Public Utility
Recording Date: October 21, 2011
[Recording No.: 2011-073575](#)
Affects: 8 foot around cul-de-sac at the East end of S.W. Myslony Street - see drawing attachment
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Washington County, a political subdivision of the State of Oregon
Purpose: Public drainage, slope and utility
Recording Date: May 26, 2021
[Recording No.: 2021-061976](#)
Affects: A 10.00 foot strip along S.W. Tualatin-Sherwood Road
14. A deed of trust to secure an indebtedness in the amount shown below,
- Amount: \$26,826,088.00
Dated: July 14, 2021
Trustor/Grantor: 112th & Myslony JPMJD/USICV, LLC, a Delaware limited liability company
Trustee: First American Title Insurance Company
Beneficiary: Crossfirst Bank, a Kansas state-chartered bank
Recording Date: July 14, 2021
[Recording No.: 2021-078850](#)

15. A financing statement as follows:

Debtor: 112th & Myslony JPMJD/USICV, LLC
 Secured Party: Crossfirst Bank
 Recording Date: July 14, 2021
[Recording No: 2021-078851](#)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Tualatin
 Purpose: Public Access Easement
 Recording Date: July 27, 2021
[Recording No: 2021-082366](#)
 Affects: See document

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Tualatin
 Purpose: Storm drainage, water line, sidewalk, public utility and access
 Recording Date: July 27, 2021
[Recording No: 2021-082367](#)
 Affects: See document

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Tualatin
 Purpose: Storm drainage, water line, sidewalk, public utility and access
 Recording Date: July 27, 2021
[Recording No: 2021-082368](#)
 Affects: See document

19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: **112th & Myslony JPMJD/USICV, LLC, a Delaware limited liability company**

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

20. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

- 21. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

- 22. Any encroachment (of existing improvements located on the subject Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject Land.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: 112th & Myslony JPMJD/USICV, LLC

- B. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- C. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- D. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$82.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$5.00
Yamhill	\$81.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- E. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



6605 SE Lake Road, Portland, OR 97222
PO Box 22109 Portland, OR 97269-2169
Phone: 503-684-0360 Fax: 503-620-3433
E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, Clackamas, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the **The Times**, a newspaper of general circulation, serving Bvtn/Tigard/Tualatin/Sherwood in the afore-said county and state, as defined by ORS 193.010 and 193.020, that

**City of Tualatin
NOTICE OF HEARING ON A STREET VACA-
TION
CITY OF TUALATIN, OREGON**

Ad#: 261480

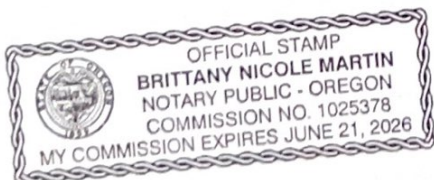
A copy of which is hereto annexed, was published in the entire issue of said newspaper(s) for 2 week(s) in the following issue(s):
10/20/2022, 10/27/2022

Charlotte Allsop
Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this 10/27/2022.

Brittany Nicole Martin
NOTARY PUBLIC FOR OREGON

Acct #: 101499
Attn: Steve Koper
TUALATIN, CITY OF
18880 SW MARTINAZZI AVE
TUALATIN, OR 97062



**NOTICE OF HEARING ON A STREET VACATION
CITY OF TUALATIN, OREGON**

NOTICE IS HEREBY GIVEN that a public hearing on a Street Vacation will be held before the City of Tualatin City Council at 7:00 p.m., Monday, November 14, 2022, at the Tualatin Services Center (10699 SW Herman Road, Tualatin, OR 97062).

You are invited to attend and participate in the public hearing.

The City of Tualatin is proposing a Street Vacation under Oregon Revised Statutes (ORS 271) to vacate a segment of public roadway. The location of the proposed Street Vacation is "cul-de-sac" bulb terminus of SW Myslony Street, north of Tualatin Sherwood Road and east of SW 112th Avenue.

The public is invited to comment by e-mail, writing or by testifying at the hearing. Written comments can be made by email to planning@tualatin.gov or submitted at the hearing. Individuals may also testify orally at the public hearing or via zoom. The time of individual testimony may be limited.

For those who would prefer to make verbal comment at the hearing, there are two options:

- Zoom teleconference.** Instructions on how to provide comment will be provided during the meeting itself.
- Full instructions and a current link are available at: <https://www.tualatinoregon.gov/citycouncil/council-meetings>
- Attend in person at the Tualatin Services Center (10699 SW Herman Road, Tualatin, OR 97062).**
- A staff report and associated materials will be made available seven day prior to the public hearing at: <https://www.tualatinoregon.gov/citycouncil/council-meetings>. This meeting and any materials being considered can be made accessible upon request.

To approve the proposed Street Vacation, Council must find the proposal meets the applicable criteria of ORS 271.

CITY OF TUALATIN, OREGON
Publish Oct 20, 27, 2022
TT261480



1"=60'

VACATION EXHIBIT MAP

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

OCTOBER 10, 2022

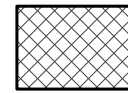
BASIS OF BEARINGS

STATE PLANE GRID COORDINATES
INTERNATIONAL FEET
3601 OREGON NORTH
NAD83(2011)(EPOCH2010.0000)
POINT SCALE 0.99990106
COMBINED FACTOR 0.99989672

CV QOZP HEDGES CREEK, LLC
TRACT A
PROPERTY LINE ADJUSTMENT
DOC. NO. 2022-054220

SW MYSLONY DEDICATION
DOC. NO. 2021-082365

UTILITY EASEMENT
DOC. NO. 2021-082368



STREET VACATION
AREA 6,060 S.F. *ALL REVERTS
TO UNDERLYING FEE OWNER*

SIGN #1

UTILITY EASEMENT
VACATE IN ITS ENTIRETY
DOC. NO. 2011-073575

112TH & MYSLONY JPMJD/USICV, LLC
TRACT B
PROPERTY LINE ADJUSTMENT
DOC. NO. 2022-054220

STREET DEDICATION
DOC. NO. 2011-073576

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Cindy A. Halcumb
OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

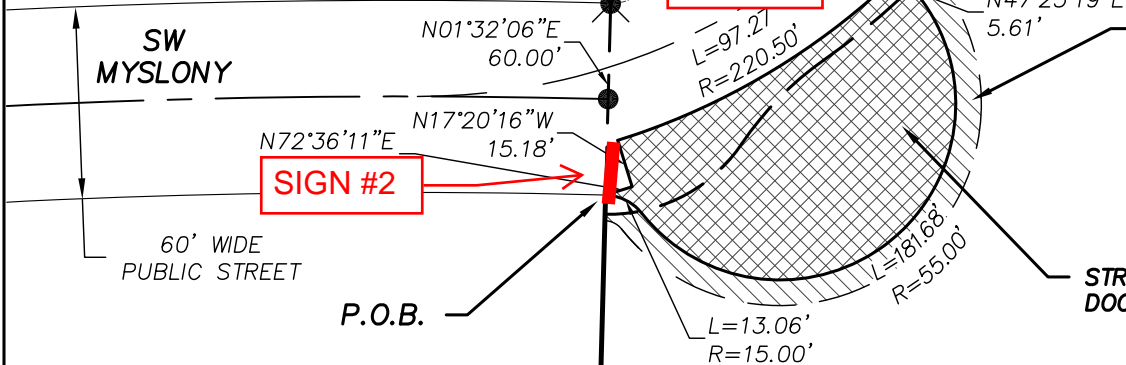
EXPIRATION 06/30/23

PREPARED BY:
KC DEVELOPMENT
360.834.2519

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "AKS ENGR" (SET SURVEY NUMBER 31701/31560) HELD
- FOUND 3" BRASS DISK WITH PUNCH MARK "DEHAAS & ASSOC INC." (SET SURVEY NUMBER 22104) HELD
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "RYAN LS 58833" (SET SN 30837) HELD

PARCEL 2
PARTITION
PLAT NO.
2012-002



P.O.B.

SW
MYSLONY

SIGN #2

60' WIDE
PUBLIC STREET

N01°32'06"E
60.00'
N17°20'16"W
15.18'

N72°36'11"E

L=97.21
R=220.50'

N47°23'19"E
5.61'

L=181.68
R=55.00'

L=13.06'
R=15.00'

SIGN #1



SIGN #2





NOTICE

Notice of Street Vacation

For more information call

503-691-3026 or visit

www.tualatinoregon.gov



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: November 14, 2022

SUBJECT:
Quarterly Financial Report, 1st Quarter of FY 2022/2023

EXECUTIVE SUMMARY:

In this installment of the quarterly financial report, staff will provide Council with an update on revenues and expenditures to date, the annual audit process and the quarterly investment report.

ATTACHMENTS:



City of Tualatin

QUARTERLY FINANCIAL REPORT FISCAL YEAR 2022/2023

FIRST QUARTER – PERIOD ENDING SEPTEMBER 30, 2022

WHAT WILL BE COVERED

- Quarterly Investment Report
- Fiscal Year 2021-2022 Annual Audit Process
- Quarter-to-Date Revenues and Expenditures



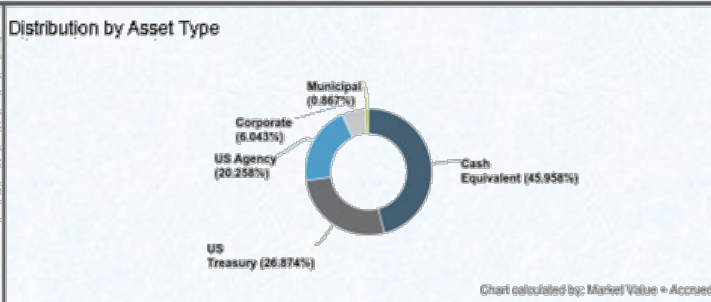
Tualatin City Council Investment Report

07/01/2022 - 09/30/2022

TUAL_Total Portfolio (176858)

Dated: 11/07/2022

Portfolio Characteristics	
	<i>Portfolio</i>
Par Amount	84,097,498.53
Book Value	83,817,510.48
Market Value	81,794,102.33
Accrued Balance	133,655.07
Market Value + Accrued	81,927,757.40
Net Unrealized Gain/Loss	-2,023,408.15
Yield at Cost	1.663
Effective Duration	0.924
Maturity In Years	0.990



Asset Allocation at Policy Level

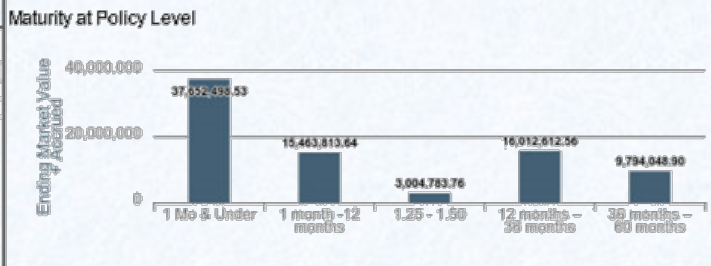
GPA Asset Class	Ending Market Value + Accrued	% of Ending Market Value + Accrued
Bank Deposit	1,479,913.07	1.806%
Corporate	4,930,997.42	6.043%
FFCB	2,243,031.71	2.745%
FHLB	5,595,329.79	6.819%
FHLMC	6,999,322.87	8.495%
FHMA	1,802,737.30	2.200%
Municipal	709,947.31	0.867%
Pooled Funds	36,172,585.46	44.152%
US Treasury	22,017,032.47	26.874%
Total	81,927,757.40	100.000%

Footnotes: 2,3,4

Footnote: 1

Compliance Overview

Status	Compliant
As of	09/30/2022



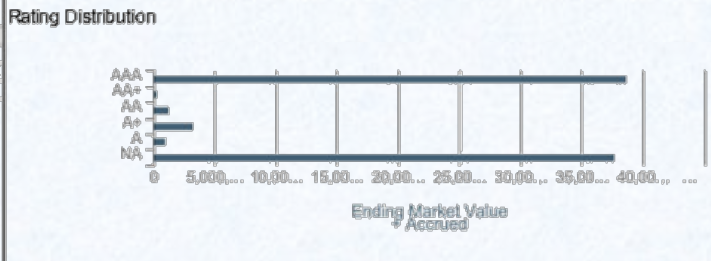
Activity Summary

	<i>Portfolio</i>
Beginning Book Value	82,893,765.42
Purchases	15,000,726.21
Sales	-10,511,833.47
Net Amortization/Accretion Income	29,572.32
Change in Cash	0.00
Net Realized Gain/Loss	0.00
Ending Book Value	83,817,510.48

Footnote: 4

Reconciliation Status

Custody Reconciliation Status	Reconciled
Custody Last Reconciled For	11/04/2022
Trading System Last Reconciled For	09/13/2022



Earnings Summary

	<i>Portfolio</i>
Net Amortization/Accretion Income	29,572.32
Interest Earned	275,097.96
Net Realized Gain/Loss	0.00
Earned Income	304,670.28
Book Yield	1.664

Footnotes: 4,5

QUARTERLY INVESTMENT REPORT

Required Components, per City's Investment Policy

PORTFOLIO DISTRIBUTION

Distribution by Asset Type

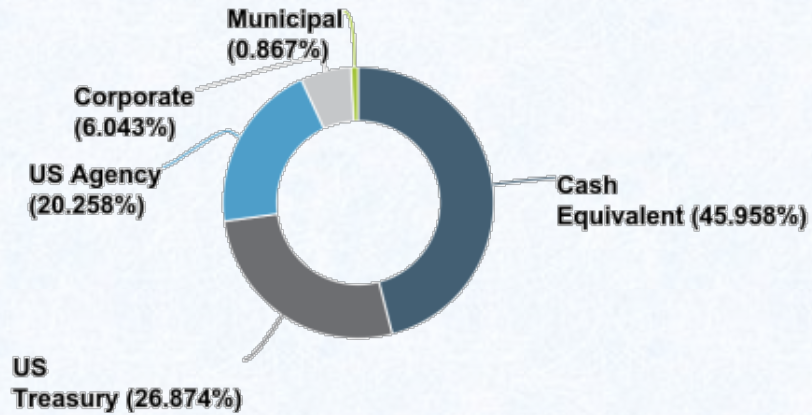


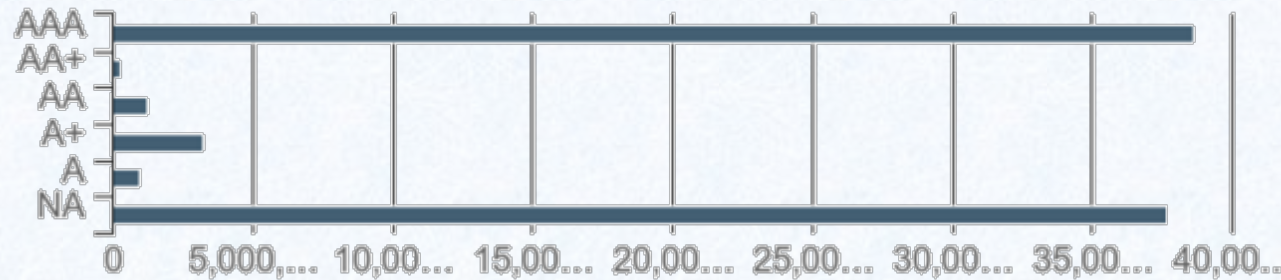
Chart calculated by: Market Value + Accrued

Asset Allocation at Policy Level

GPA Asset Class	Ending Market Value + Accrued	% of Ending Market Value + Accrued
Bank Deposit	1,479,913.07	1.806%
Corporate	4,950,997.42	6.043%
FFCB	2,248,831.71	2.745%
FHLB	5,586,329.79	6.819%
FHLMC	6,959,382.87	8.495%
FNMA	1,802,737.30	2.200%
Municipal	709,947.31	0.867%
Pooled Funds	36,172,585.46	44.152%
US Treasury	22,017,032.47	26.874%
Total	81,927,757.40	100.000%

Footnotes: 2,3,4

Rating Distribution



Book Yield 1.684%



FY 2021-2022 ANNUAL AUDIT

- ❖ Merina+Co, our auditors, were on-site last week
- ❖ Council will be receiving a Questionnaire, signed by me, to be returned to Auditors directly
 - ❖ Referred to as “Letter to Those Charged with Governance”
 - ❖ Required part of Generally Accepted Auditing Standards
- ❖ Annual Comprehensive Financial Report to be completed by December 31, 2022 and submitted to Oregon Secretary of State Audits Division and the Government Finance Officers Association



BUDGET TO ACTUAL COMPARISON

Fund	Fiscal Year 2021-2022			Fiscal Year 2022-2023		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
General Fund						
Revenues	\$ 24,574,500	\$ 2,582,967	10.51%	\$ 27,073,495	\$ 2,986,416	11.03%
Expenditures	\$ 25,860,315	\$ 5,676,274	21.95%	\$ 28,501,365	\$ 6,107,851	21.43%
Building Fund						
Revenues	\$ 1,083,990	\$ 197,059	18.18%	\$ 1,071,755	\$ 574,726	53.62%
Expenditures	\$ 1,613,380	\$ 345,075	21.39%	\$ 1,680,005	\$ 355,819	21.18%
Road Utility Fee Fund						
Revenues	\$ 2,169,715	\$ 427,225	19.69%	\$ 2,284,900	\$ 498,309	21.81%
Expenditures	\$ 2,305,780	\$ 310,354	13.46%	\$ 2,768,110	\$ 1,740,789	62.89%
Road Operating Fund						
Revenues	\$ 3,812,095	\$ 1,364,472	35.79%	\$ 3,113,030	\$ 780,873	25.08%
Expenditures	\$ 3,999,350	\$ 636,198	15.91%	\$ 3,657,825	\$ 606,937	16.59%



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BUDGET TO ACTUAL COMPARISON

Fund	Fiscal Year 2021-2022			Fiscal Year 2022-2023		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
Core Area Parking Fund						
Revenues	\$ 62,000	\$ 26,810	43.24%	\$ 70,000	\$ 30,623	43.75%
Expenditures	\$ 53,590	\$ 11,567	21.58%	\$ 104,320	\$ 12,678	12.15%
Water Operating Fund						
Revenues	\$ 7,726,270	\$ 3,111,593	40.27%	\$ 9,390,375	\$ 2,986,348	31.80%
Expenditures	\$ 8,377,755	\$ 1,369,264	16.34%	\$ 12,213,895	\$ 1,408,101	11.53%
Sewer Operating Fund						
Revenues	\$ 9,886,385	\$ 2,443,038	24.71%	\$ 11,079,085	\$ 2,485,513	22.43%
Expenditures	\$ 9,861,930	\$ 1,651,763	16.75%	\$ 11,218,745	\$ 1,638,795	14.61%
Stormwater Operating Fund						
Revenues	\$ 3,561,380	\$ 1,226,667	34.44%	\$ 3,840,020	\$ 979,484	25.51%
Expenditures	\$ 3,572,880	\$ 550,601	15.41%	\$ 4,039,290	\$ 609,405	15.09%



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City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Lindsay Marshall, Management Analyst II
DATE: November 14, 2022

SUBJECT:

Republic Services Request to Consider a Rate Adjustment and Two Additional Solid Waste and Recycling Programs.

EXECUTIVE SUMMARY:

Republic Services, the City's solid waste and recycling provider, will provide information about three items:

- 1) **Rate Increase** – Republic is requesting a rate adjustment due to increased Metro fees regarding wet waste tonnage allocation. The Metro fee increase went into effect over the summer, but Republic has absorbed the cost throughout the remainder of 2022. Rate increase changes would be effective January 1, 2023 for Tualatin customers. The percentage increase will be discussed at the meeting and potential rates are included in the attached rate sheet.
- 2) **Residential Organics** – This program, also known as curbside composting, would allow Tualatin customers to begin regularly adding food waste to their yard debris bins. Republic has the ability to offer this service to all single-family residential customers (up to four-plex housing) across the City. The cost is applied to all customers who are eligible for this service. Fees are outlined in the attached informational sheet.
- 3) **Recycle + Program** – This program would provide an opportunity for Tualatin customers to recycle materials not included in standard recycling. Republic has the ability to offer this service to all single-family residential customers across the City. This service is optional and the cost is only applied to customers who opt-in. Fees are outlined in the attached informational sheet.

Staff and Republic Services look for Council guidance on returning on November 28, 2022 with resolutions for any or all of these individual items.

ATTACHMENTS:

- Presentation Republic Services for Rate, Organics, Recycle +
- Rate Information Sheet
- Program Review and Follow Up Questions from September 26, 2022 Work Session

Follow Up Questions from the September 26, 2022 Work Session

Residential Organics Program

1. **Council asked why an additional fee is necessary (given that no operational changes are required on the back-end for Republic) and what the fee would cover:**
 - The additional fee would be approximately .60-.75 cents/customer.
 - In other cities, implementation of the residential organics program has seen an increase in the amount of “set-outs” (placing the bin curbside for pick-up) of the yard debris bin on a regular basis. Typically, yard debris bin set-outs trend with the season (ex: summer/fall have a higher set-out rate than winter/spring). As customers include food materials, bins are set-out for pick-up more often.
 - Additional set-outs of bins increases the time on the route, impacting drivers’ hours and thus labor costs. The fee would account for increased labor costs.

2. **Council asked if multifamily housing is included in the residential organics program, and if not, if these customers be charged if they can’t participate:**
 - Multifamily housing (MFH) units are not included in the residential organics program. This is because MFH waste enclosures only include dumpsters for garbage and recycling, not yard debris disposal. Therefore, MFH residents would not have access to a yard debris dumpster to dispose of any food waste collected in the home.
 - MFH customers would not be charged for a service they do not (or cannot) use. MFH units are not billed individually. Republic Services bills the property management company (considered a commercial customer), which passes on any cost in rent.
 - The fee for residential organics would be applied to all single-family housing. This would include residential homes up to a fourplex, where Republic is able to individually bill the customer.

3. **Council asked about countertop composting containers and if these would be provided to customers:**
 - Countertop containers can be offered to the community and can be branded with the City logo or unbranded. Distribution of containers would take staff time and coordination.
 - The cost of the containers would be amortized over the customer-base eligible for the program:
 - 500 branded = \$19.89 each (\$9,945.00)
 - 1,000 branded = \$17.61 each (\$17,610.00)

4. **Council asked about the advantages of including organics to be composted, rather than in the garbage where it can be used to heat homes via methane:**
 - Composting is a beneficial re-use program. Compost facilities in Oregon re-sell the compost produced to both home gardeners and commercial farmers. This compost is very good for restoring the soil and reducing the need for pesticides.
 - Regionally, the area (through the Metro mandate) has prioritized the collection organics from businesses, in an effort to divert food waste from the solid waste streams. Food is the single largest portion of this stream. As food decomposes in landfills, it creates methane, a powerful contributor to climate change. While methane can be used to heat homes, methane reduction is more valuable to climate change efforts.
 - More background information:
 - [Research Study - Composting Environmental Benefits](#)
 - [Infographic – Composting and Climate Change](#)

5. **Council asked about reporting metrics for this program:**
 - Republic could report weights of organics materials. They could also provide ride-a-longs for Council and staff when the program rolls out to see it firsthand.

6. Council asked about education materials:

- Washington County provides much of the education materials. Those materials are currently being updated and will be sent out to partners in the near future.
- Republic Services resources:
 - [Organic Waste Information](#)
 - See page 46 of the [Sustainability Report](#)

Recycle + Program

1. Council asked if multifamily housing customers would be included in the program:

- At this time, the Recycle+ Program would only be available to single-family residential customers.
- Logistically, the program is currently set up as an individually billed curbside service utilizing a small individual dropbox. Multifamily housing is typically billed to the property management, which then distributes the charge to residents. Republic Services does not bill MFH units individually.
- If customers do not have a “curb” and are not billed individually, both the program structure and coordination required to operate the program looks very different. This issue is currently be discussed at the County-level, with the goal to offer Recycle + to all households – single and multifamily - in the future.

Solid Waste & Recycling

Three Program Considerations from Republic Services



City of Tualatin



REPUBLIC
SERVICES

PROGRAM CONSIDERATIONS

- **RATE INCREASE**
- **RESIDENTIAL ORGANICS**
- **RECYCLE +**

1. RATE INCREASE

Republic is requesting a 7.8% aggregate increase across all services

- Effective January 1, 2023

Applicable to all customers:

- Residential
- Commercial
- Industrial



Metro



REPUBLIC
SERVICES

1. RATE INCREASE

Options

- Return with a resolution adopting the proposed rate increase
- Return with more information or a different fee proposal
- Decline rate increase



Metro



REPUBLIC
SERVICES

2. RESIDENTIAL ORGANICS

Curbside Composting

- Placing food waste in the yard debris bin for weekly pickup
- Available for residential customers who receive an individualized bill

Cost:

- Additional 70 cents/month per customer
- Additional \$1.00/month if adding countertop containers
- All customers eligible to participate pay for the service



2. RESIDENTIAL ORGANICS

Options

- Return with a resolution adopting the program and associated fees
- Return with more information
- Decline program adoption at this time



3. RECYCLE +

Curbside Expanded Recycling Program

- Hard to recycle items (ex: stretchy plastic film/bags, clear #1 plastic, textiles, batteries, some florescent lightbulbs)

Cost:

- Monthly Base Fee - \$2.50
 - Each Pickup - \$9.25 - \$12.02
- Only participating customers pay fees

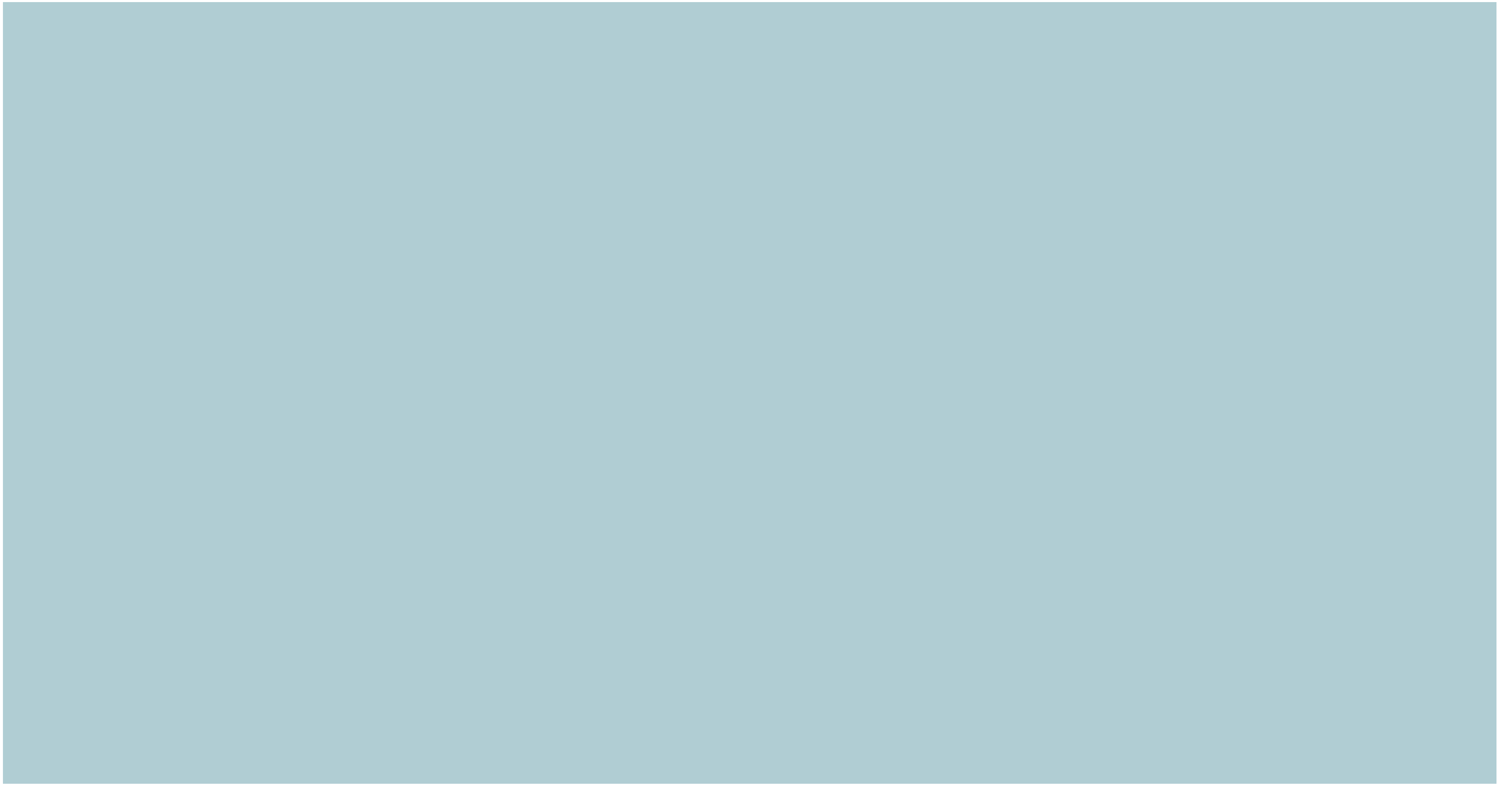


3. RECYCLE +

Options

- Return with a resolution adopting the program and associated fees
- Return with more information
- Decline program adoption at this time





SCHEDULE A

PROPOSED RATE ADJUSTMENT

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF TUALATIN

Effective Date: January 1, 2023

I. **RECYCLING SERVICES:** The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include the items listed below. The current recycle surcharge that is being considered by the city is excluded from the scheduled items below:

A. **SINGLE-FAMILY RESIDENTIAL:**

1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and a glass recycling bin.
2. Weekly curbside pick-up of yard debris providing a 65-gallon roll cart. Only yard debris at the curb in the 65-gallon roll cart will be collected.

B. **MULTI-FAMILY RESIDENTIAL:** Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. **CITY OFFICES:** Office paper recycling of all items included in the Republic Services Mixed Paper Program and corrugated cardboard.

II. **MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:**

Residential Services		
Cart Size	Current	As of Jan. 1, 2023
20-Gallon	\$24.80	\$26.75
35-Gallon	\$29.12	\$31.41
65-Gallon	\$38.83	\$41.89
Occasional extra	\$5.93	\$6.40
(35-Gallon can or Bag)	\$11.86	\$12.79
An additional cart will be charged at double the single cart rate.		

NOTES ON RESIDENTIAL SERVICE:

1. In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services.

2. All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. *No carts will be provided on an on-call basis.*
3. Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers.
4. An occasional extra 35-gallon cart for a regular customer is ~~\$5.93~~. **\$6.40**
5. The minimum charge for any stop for an occasional customer is ~~\$11.86~~. **\$12.80**
Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month.
6. Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of ~~\$11.86~~ **\$12.79** may be charged for replacement of damaged or lost glass recycling bins. Customers will be charged ~~\$75.49~~ **\$81.45** for a lost or damaged garbage, recycling, or yard debris carts.
7. State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full.
8. Yard debris carts are intended for the collection of yard debris only. If the yard debris or recycle cart contains material other than yard debris/recycling, collection shall be charged at garbage rates (~~\$11.31~~ **\$12.20** per contaminated cart).
9. Carts and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee.
0. An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles.
1. Customers may request recycling only (~~\$7.55~~ **\$8.15** per month); yard debris collection only (~~\$7.55~~ **\$8.15** per month); or both (~~\$15.10~~ **\$16.30** per month).
2. An extra charge of ~~\$29.12~~ **\$31.42** for a driver to go back and pick up customer who was reinstated or failed to put cart out on time after driver has left area.

III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates For Multi-Family and Commercial Single Cart Service - Loose		
Cart Size	One Stop Per Week	As of Jan. 1, 2023
35-Gallon	\$26.42	\$28.49
65-Gallon	\$35.61	\$38.41
90-Gallon	\$43.64	\$47.07
An occasional extra 35-Gallon Can or Bag	\$5.93	\$6.40
An additional Cart will be charged at double the single Cart rate.		

Monthly Rates For Multi-Family and Commercial
Single Cart Service - Loose

Stops Per Week

Containers	1	2	3	4	5	6
1 Cubic Yard	113.25	216.38	316.76	-	-	-
	122.16	233.41	341.69			
1.5 Cubic Yard	143.57	281.65	411.84	536.21	657.03	-
	154.87	303.81	444.25	578.40	708.73	
2 Cubic Yard	189.54	368.11	537.23	687.61	856.15	1,027.92
	204.45	397.08	579.50	741.72	923.52	1,108.81
3 Cubic Yard	264.53	512.03	745.28	961.03	1,189.05	1,444.62
	285.35	552.32	803.93	1,036.65	1,282.62	1,558.30
4 Cubic Yards	335.51	649.33	960.99	1,255.10	1,539.77	1,847.57
	361.91	700.43	1,036.61	1,353.86	1,660.93	1,992.95
5 Cubic Yards	408.83	803.28	1,173.41	1,545.00	1,895.82	2,274.96
	441.00	866.49	1,265.74	1,666.58	2,045.00	2,453.98
6 Cubic Yards	473.13	929.20	13,787.97	1,788.83	2,244.51	2,655.37
	510.36	1,002.32	14,872.94	1,929.59	2,421.13	2,864.32
8 Cubic Yards	593.82	1,164.97	1,722.71	2,290.89	2,650.34	3,057.37
	640.55	1,256.64	1,858.27	2,471.16	2,858.89	3,297.95

A. COMPACTED CONTAINER SERVICE:

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

RECYCLING ONLY RATES:

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

Recycling Rates for Multi-Family Sites With Compactors or Train Systems		
Cart Size	Monthly Charge	As of Jan. 1, 2023
10-99	\$159.66	\$172.23
100-199	\$2.72	\$2.93
200-299	\$2.13	\$2.30
300-399	\$1.93	\$2.08
400+	\$1.86	\$2.01
Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.		

NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE:

1. Additional carts shall be at 100% of the first cart rate multiplied by the stops per week.
2. An occasional extra 35-gallon can for a regular customer shall be ~~\$5.93~~ \$6.40 each occurrence.
3. An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service.
4. The charge for multiple units of any type shall be to the owner of the units.
5. Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A — Section 6.
6. When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service.

7. Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart.

8. All carts will be provided by franchisee.

IV. DROP BOX SERVICE:

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee, and Metro user or service fees. The rates are as follows:

Box Size Loose (Per Haul) As of Jan. 1, 2023		
<30 Yard	\$130.93	\$141.23
30 Yard	\$156.20	\$168.49
40 yard	\$189.59	\$204.51
<30 yard compactor	\$189.59	\$204.51
30 Yard Compactor	\$253.99	\$273.98
40 Yard Compactor	\$287.44	\$310.06

A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:

1. Delivery fee of ~~\$48.53~~ \$52.35 shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations. An additional haul fee of ~~\$30.55~~ \$32.95 will be charged to customers with covered (lids) boxes that require the box to be round-tripped.

2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.

3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below):

Box Size	Loose (Per Day)	Loose (Per Month)	Loose (Per Day)	As of Jan. 1, 2023
10 Yard	\$8.45	\$93.87	\$9.11	\$101.26
20 Yard	\$8.45	\$93.87	\$9.11	\$101.26
30 Yard	\$9.07	\$100.13	\$9.78	\$108.01
40 Yard	\$9.71	\$106.39	\$10.47	\$114.76

4. Additional rental fees of ~~\$7.05~~ \$7.60 per month may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of ~~\$17.26~~ \$18.62 per month will be charged for customers who have their box(es) hauled less than one time per month.

V. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
 - 1 truck and 1 driver \$122.71/hour ~~\$122.71/hour~~ \$132.37/hour
 - 1 truck, 1 driver, and 1 helper \$155.01/hour ~~\$155.01/hour~~ \$167.21/hour
- B. Each location of carts, containers, or drop boxes will be billed as a separate account.
- C. When customers abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds 500 pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or

900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a cart or container so that the lid cannot be securely closed. If a cart or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.

- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of

- . Yard debris carts contaminated with garbage will be charged ~~\$11.86~~ **\$12.79** extra per occurrence.
- A. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- B. When a single customer uses multiple carts, which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- C. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- D. Placement of hazardous waste material, including tires, liquid waste (paint), and appliances, in a unit collected by franchisee is prohibited.

All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.

- O. Customers requesting the temporary use of a three-cubic-yard container will be charged ~~\$132.48~~ **\$142.9** for delivery, removal, and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of ~~\$19.93~~ **\$21.49** per week or ~~\$143.80~~ **\$155.12** for an extra haul fee. Container can only be on site for a maximum of two (2) weeks.
- P. Enclosures where driver has to open gates and roll out containers will be charged ~~\$18.78~~ **\$20.26** per enclosure per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Republic Services will provide *at-cost* sharps containers for medical waste disposal, (current cost is ~~\$18.78~~ **\$20.26** per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.

R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed at Republic Service's discretion and schedule.

VI. COMMERCIAL ORGANICS RATES

Container Size	Bundled Front-Load Commercial Options					
	x1 per Week	x2 per Week	x3 per Week	x4 per Week	x5 per Week	x6 per Week
1 Cubic Yard	\$113.25 \$122.16	\$216.38 \$233.41	\$316.76 \$341.69	-	-	-
w/ 35 or 65 gal COM Organics Cart	\$120.58 \$130.07	\$231.04 \$249.23	\$22.00 \$23.73	\$29.33 \$31.64	\$36.66 \$39.55	-
w/ 1 to 3 yd COM Organics Container	\$156.02 \$168.30	\$231.04 \$249.23	\$128.31 \$138.41	\$171.08 \$184.54	\$213.85 \$230.68	-
1.5 Cubic Yard	\$143.57 \$154.87	\$281.65 \$303.82	\$411.84 \$444.25	\$536.21 \$578.41	\$657.03 \$708.74	-
w/ 35 or 65 gal COM Organics Cart	\$150.90 \$162.78	\$296.31 \$319.63	\$433.84 \$467.98	\$565.54 \$610.05	\$693.69 \$748.28	-
w/ 1 to 3 yd COM Organics Container	\$186.34 \$201.00	\$296.31 \$319.63	\$540.15 \$582.66	\$707.29 \$762.95	\$870.88 \$939.42	-
2 Cubic Yard	\$189.54 \$204.46	\$368.11 \$397.08	\$537.23 \$579.51	\$697.61 \$752.51	\$856.15 \$923.53	\$1,027.92 \$1,108.82
w/ 35 or 65 gal COM Organics Cart	\$196.87 \$212.37	\$382.77 \$412.90	\$559.23 \$603.24	\$726.94 \$784.15	\$892.81 \$963.07	-
w/ 1 to 3 yd COM Organics Container	\$232.31 \$250.59	\$382.77 \$412.90	\$665.54 \$717.92	\$868.69 \$937.06	\$1,070.00 \$1,154.21	-
3 Cubic Yard	\$264.53 \$285.35	\$512.03 \$552.33	\$745.28 \$803.93	\$961.03 \$1,036.66	\$1,189.05 \$1,282.63	\$1,444.62 \$1,558.31
w/ 35 or 65 gal COM Organics Cart	\$271.86 \$293.26	\$526.69 \$568.14	\$767.28 \$827.66	\$990.36 \$1,068.30	\$1,225.71 \$1,322.17	-

w/ 1 to 3 yd COM Organics Container	\$307.30 \$331.48	\$526.69 \$568.14	\$873.59 \$942.34	\$1,132.11 \$1,221.21	\$1,402.90 \$1,513.31	-
4 Cubic Yard	\$335.51 \$361.91	\$649.33 \$700.43	\$960.99 \$1,036.62	\$1,255.10 \$1,353.88	\$1,539.77 \$1,660.95	\$1,847.57 \$1,992.97
w/ 35 or 65 gal COM Organics Cart	\$342.84 \$369.82	\$663.99 \$716.25	\$982.99 \$1,060.35	\$1,284.43 \$1,385.51	\$1,576.43 \$1,700.50	-
w/ 1 to 3 yd COM Organics Container	\$378.28 \$408.05	\$663.99 \$716.25	\$1,089.30 \$1,175.03	\$1,426.18 \$1,538.42	\$1,753.62 \$1,891.63	-
5 Cubic Yard	\$408.83 \$441.00	\$803.28 \$866.50	\$1,173.41 \$1,265.76	\$1,545.00 \$1,666.59	\$1,895.82 \$2,045.02	\$2,274.96 \$2,454.00
w/ 35 or 65 gal COM Organics Cart	\$416.16 \$448.91	\$817.94 \$882.32	\$1,195.41 \$1,289.48	\$1,574.33 \$1,698.23	\$1,932.48 \$2,084.57	-
w/ 1 to 3 yd COM Organics Container	\$451.60 \$487.14	\$817.94 \$882.32	\$1,301.72 \$1,404.17	\$1,716.08 \$1,851.14	\$2,109.67 \$2,275.70	-
6 Cubic Yard	\$473.13 \$510.37	\$929.20 \$1,002.33	\$1,377.97 \$1,486.42	\$1,788.83 \$1,929.61	\$2,244.51 \$2,421.15	\$2,655.37 \$2,864.35
w/ 35 or 65 gal COM Organics Cart	\$480.46 \$518.27	\$943.86 \$1,018.15	\$1,399.97 \$1,510.14	\$1,818.16 \$1,961.25	\$2,281.17 \$2,460.70	-
w/ 1 to 3 yd COM Organics Container	\$515.90 \$556.50	\$943.86 \$1,018.15	\$1,506.28 \$1,624.82	\$1,959.91 \$2,114.15	\$2,458.36 \$2,651.83	-
8 Cubic Yard	\$593.82 \$640.55	\$1,164.97 \$1,256.65	\$1,722.71 \$1,858.29	\$2,290.89 \$2,471.18	\$2,650.34 \$2,858.92	\$3,057.37 \$3,297.99
w/ 35 or 65 gal COM Organics Cart	\$601.15 \$648.46	\$1,179.63 \$1,272.47	\$1,744.71 \$1,882.01	\$2,320.22 \$2,502.82	\$2,687.00 \$2,898.47	-
w/ 1 to 3 yd COM Organics Container	\$636.59 \$686.69	\$1,179.63 \$1,272.47	\$1,851.02 \$1,996.70	\$2,461.97 \$2,655.73	\$2,864.19 \$3,089.60	-

Table note: Bundled options available to all commercial service levels in Tualatin.

TUALATIN SUPPLEMENTAL SERVICE

TYPE OF SERVICE	RATE
<u>Special services not listed:</u>	
Hauler will charge a reasonable rate for driver time, collection, and disposal. Charge to be related to a similar schedule fee where possible.	
<u>Appliances:</u>	
Large appliances that contain Freon (accessible @ curb)	\$54.85 \$59.17
Large appliances <i>without</i> Freon (accessible @ curb, Freon removal certificate required)	\$33.28 \$35.90
<u>Bathtub/Sink/Toilet:</u>	
Fiberglass tub/shower	\$48.73 \$52.56
Toilet	\$24.51 \$26.43
Sinks	\$18.32 \$19.76
<u>Carpets:</u>	
Rug	\$18.32 19.76
<u>Tires:</u>	
Tires with rims	Passenger/Light Truck \$24.51 \$26.43
Tires without rims	Passenger/Light Truck \$18.32 \$19.76
Tires - Heavy Equipment, Semi, etc. charged per ton at current disposal facility gate rate	
<u>Large furniture:</u>	\$30.42 \$32.81
(per item: Full size couch, dining table, dresser, mirror, etc.)	
<u>Small furniture:</u>	\$18.32 \$19.76
(per item: recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.)	
<u>Hide-a-bed:</u>	\$49.62 \$53.52
(per item)	
<u>Mattresses:</u>	
Twin mattress/box spring (set) Double/	\$18.32 \$19.76
queen mattress/box spring (set) King	\$36.62 \$39.50
mattress/box spring (set)	\$46.71 \$50.39

Other:

Bicycle	\$39.25	\$42.34
Waterbed bag	\$26.36	\$28.43
Windows	\$66.19	\$71.40
Treadmill, door, furnace, BBQ, satellite dish, lawnmower Basketball Hoop	\$40.42	\$43.60
Hot Water Heater (empty)	\$61.50	\$66.34
Hot Tub Cover	\$48.53	\$52.35
Entertainment Center	\$41.59	\$44.86
Christmas Tree less than 6'	\$72.05	\$77.72
	\$10.78	\$11.63

E-waste Removal:

TV under 25", PC, Monitor, laptop	\$69.71	\$75.20
TV over 25"	\$70.88	\$76.45
TV console, TV Projection,	\$73.22	\$78.98

Customers shall not place hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks into the carts or bins.

Damaged carts/bins due to noncompliance with the above restrictions, or unretrieved carts/bins may be replaced by the hauler at the costs listed on the service rate pages.

Return trip fee (if bulk items are not out for pick-up): ~~\$26.97~~ **\$29.09**

Bankruptcy and account closures for failure to pay:

Payment of service provided and two months advance payment required for residential and commercial service. Payment is due at delivery of service for industrial service.

Service interrupt fee/late fees:

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 45 days from invoice date for all lines of business.

Flat fee of \$25.00 will charged after 60 days of non-payment for all lines of business.

VII. FUTURE ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEE:

On or before May 1, franchisees shall file an annual report with the City for the year ending the previous December 31.

Rate and Fee Information – Residential Organics and Recycle +

Residential Organics Program

Program is automatically applied to all eligible residential customers.

	Current Base Bin Service	Base Bin Service + Proposed Rate Adjustment	Base Bin Service + Organics + Rate Adjustment	Base Bin Service + Organics + Rate Adjustment + Countertop Bin
20-Gallon	\$24.80	\$26.75	\$27.45	\$27.75
35-Gallon	\$29.12	\$31.41	\$32.11	\$32.41
65-Gallon	\$38.83	\$41.89	\$42.59	\$42.89

- Countertop bins/containers can be offered to the community and can be branded with the City logo or unbranded. Distribution of containers would take staff time and coordination.
- The cost of the containers would be amortized over the customer-base eligible for the program:
 - 1,000 containers= \$17.61 each (\$17,610.00)
 - Addition of 30 cents per customer to add the containers (but not all customers would receive a container as Tualatin has ~6,000 eligible customers)

Recycle +

Program is opt-in per customer. Rate charges would be the same as unincorporated Washington County.

Recycle Plus lidded boxes are 20 gallons. Customers have the option to share with neighbors and friends to fill up a bin for pickup and share the cost (to be split between individuals/personally, not split between Republic bills).

Monthly Base Charge	Charge per pickup	All pickups schedule by customer as needed
\$2.50	\$9.25	Non-curbside pickup to 150 feet: \$11.70
		Non-curbside pickup over 150 feet: \$12.02