



City of Tigard
City Center Development Agency Board - Agenda

TIGARD CITY CENTER DEVELOPMENT AGENCY BOARD AND CITY COUNCIL

MEETING DATE AND TIME: May 5, 2015 - 6:30 p.m.
MEETING LOCATION: City of Tigard - Town Hall
13125 SW Hall Blvd., Tigard, OR 97223

PUBLIC NOTICE:

Times noted are estimated.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for City Center Development Agency Board meetings by noon on the Monday prior to the City Center Development Agency Board meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA



City of Tigard
City Center Development Agency Board - Agenda

TIGARD CITY CENTER DEVELOPMENT AGENCY BOARD

MEETING DATE AND TIME: May 5, 2015 - 6:30 p.m.

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

1. CITY CENTER DEVELOPMENT AGENCY BOARD AND CITY COUNCIL MEETING
 - A. Call to Order- City Center Development Agency and City Council
 - B. Roll Call
 - C. Call to Board and Staff for Non-Agenda Items

CITY COUNCIL BUSINESS MEETING

2. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PROSPECTIVE PURCHASER AGREEMENT FOR THE SAXONY PACIFIC PROPERTY - **6:35 p.m. estimated time**

CITY CENTER DEVELOPMENT AGENCY BUSINESS MEETING

3. APPROVE CITY CENTER DEVELOPMENT AGENCY MINUTES - **6:55 p.m. estimated time**
4. PRESENTATION ON THE ASH AVENUE/BURNHAM STREET PROJECT DESIGNS - **7:00 p.m. estimated time**
5. UPDATE ON ASH AVENUE DOG PARK RELOCATION - **7:30 p.m. estimated time**
6. UPDATE ON THE STROLLING STREET PROGRAM - **7:40 p.m. estimated time**
7. NON AGENDA ITEMS - **7:55 p.m. estimated time**
8. EXECUTIVE SESSION: The Tigard City Center Development Agency Board may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute.
9. ADJOURNMENT - **8:00 p.m. estimated time**

AIS-2197

2.

CCDA Agenda

Meeting Date: 05/05/2015

Length (in minutes): 20 Minutes

Agenda Title: Prospective Purchaser Agreement

Submitted By: Sean Farrelly, Community
Development

Item Type: Update, Discussion, Direct Staff
Meeting Type: Council
Business
Meeting -
Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Consider a resolution to authorize the City Manager to sign a Prospective Purchaser Agreement for the Saxony Pacific property.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the resolution which will enable the Prospective Purchaser Agreement to be executed.

KEY FACTS AND INFORMATION SUMMARY

The City and the City Center Development Agency (CCDA) have been interested in acquiring the Saxony property on Main Street since 2012. A purchase and sale agreement (PSA) was executed in April 2014. During the course of due diligence investigations, contamination was found on the property. Staff, with the City Attorney and environmental consultant, have been working on obtaining a Prospective Purchaser Agreement (PPA) from the Oregon Department of Environmental Quality (DEQ). This agreement will spell out the City's cleanup obligations and liability limitations for existing contamination should the City purchase the property. Obtaining the PPA is a precedent to acquiring the property under the PSA. The City/Agency started this process in April 2014.

The contamination that was found on site was solvent contamination in groundwater. Solvents found included tetrachloroethene (PCE), and trichloroethene (TCE). Levels of groundwater contamination exceed the risk-based concentration for vapor intrusion into buildings for the urban residential setting. Similar contaminants were found in soil gas at concentrations, but below risk-based levels. Soil samples did not contain contamination. A pore water sample from the shoreline of Fanno Creek was analyzed for VOCs, but none were found. This indicates that the plume of solvent contamination below the site is not impacting the creek.

The PPA (Attachment 1, Exhibit A) is in the form of a legal complaint by DEQ against the City of Tigard. The City is listed as the defendant. A "consent judgment" form of the PPA, a court decision, provides the strongest protection for a prospective purchaser (as compared to DEQ's "administrative" PPA). It could be described as a "friendly lawsuit." On November 1, 2014, DEQ published notice of this proposed Consent Judgment and provided opportunity for public comment in accordance. No comment was received.

To obtain the PPA, a work plan was required by DEQ that includes obtaining additional data regarding solvent contamination and determining appropriate institutional controls to be implemented when the property is redeveloped. (Much of the cost for these PPA assessment tasks has been reimbursed by the Brownfield Assessment grant that the city was awarded in 2014).

To gain the PPA protection, the City is committing to the following scope of work:

1. The City will commit to install, or require installation of, engineering controls to mitigate the potential for vapor intrusion, and to agree to institutional controls when the City closes on the property to enforce the controls. When the property is redeveloped into a new building, a vapor mitigation system will be installed to be comprised of a network of perforated pipes in trenches, covered with gravel, and overlain by a heavy duty vapor barrier. The system will be passive in nature (but capable of retrofitting to an active system with blowers), allowing any accumulated vapors to vent to outdoor air.
2. Prior to building demolition, the City will prepare a contaminated media management plan (CMMP) for use by contractors working at the site. This will provide guidance to the demolition workers to safely work on the site.
3. At the time of building demolition, the City will perform additional environmental investigation to evaluate whether soil cleanup work is necessary to reduce or eliminate the need for the vapor mitigation system.
 - a. Additional investigation will consist of approximately five soil gas sample points with follow-up soil and groundwater sampling.
 - b. If contaminated soils are identified, the most contaminated material will be removed to reduce or eliminate future risk from on-site sources.
 - c. If additional groundwater investigation is determined to be necessary, then groundwater sampling may include three to four groundwater monitoring wells, which

will be sampled for up to four quarters. As an alternative, additional push probe groundwater sample points may be installed with DEQ approval.

City Attorney Chris Reive, a specialist in environmental law and prospective purchaser agreements, worked with DEQ on the content of the PPA, representing the City's interest. He will attend the May 5th meeting to present the proposed PPA and answer questions.

Council is requested to approve the attached resolution that will authorize the city manager to sign the PPA, which will clear the way for the City to close its acquisition of the site in approximately 45 days.

OTHER ALTERNATIVES

Council could reject the resolution, which would mean that the Saxony Pacific purchase and sale agreement would need to be terminated.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard City Council 2015-17 Goals and Milestones

Goal #2. Make Downtown Tigard a Place Where People Want to Be

City Center Urban Renewal Plan

Project H: Real Property Acquisition

Tigard Comprehensive Plan

Special Planning Areas- Downtown

Goal 15.2 Facilitate the development of an urban village.

Tigard Strategic Plan

Goal 2: Ensure development advances the vision

DATES OF PREVIOUS CONSIDERATION

The purchase of the Saxony property was discussed in a number of Executive Sessions including:

December 2, 2014

October 28, 2014

September 2, 2014

January 7, 2014

December 3, 2013

November 5, 2013

October 1, 2013

September 3, 2013

August 20, 2013

Fiscal Impact

Cost: \$199,000-319,000

Budgeted (yes or no): no

Where Budgeted (department/program): CCDA

Additional Fiscal Notes:

The estimated costs to clean up the property under the Prospective Purchaser Agreement are \$199,000-\$319,000. These costs have been reflected in the lower purchase price that was negotiated with the sellers. The largest portion of these estimated costs (\$60,000-\$110,000) is for a vapor mitigation system that may be required for a new building that is constructed on the site.

The City Center Development Agency will soon be undertaking a study of the Saxony Pacific site to determine the best use – public space, private redevelopment, or a combination of the two. If the entire site is used for open space, the range for clean-up costs are estimated at \$147,000-\$219,000. The City plans to apply for an EPA Brownfields Clean-up grant in the next grant cycle (fall of 2015). If successful, the grant could provide \$200,000 toward the cleanup of the site.

For any cost of clean up, either in excess of the grant, or if the grant is not awarded, the options are some combination of the following:

- Developer who is redeveloping the site pays for the clean up.
- CCDA cuts programing over FY 16 and 17. At the highest potential cost, this would significantly reduce the funds available for programing.
- City bears the costs. This is not currently funded or planned in the city budget.

Attachments

Council Resolution

Exhibit A- PPA

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE PURCHASE OF THE SAXONY-PACIFIC PROPERTY

WHEREAS, the City of Tigard's City Center Development Agency has signed a Purchase and Sale Agreement to purchase the Saxony-Pacific property and this agreement will be assigned to the City of Tigard; and

WHEREAS, a condition precedent to closing is for the City to obtain a Prospective Purchaser Agreement with the Oregon Department of Environmental Quality; and

WHEREAS, the Prospective Purchaser Agreement will provide certainty to the city about the extent of the cleanup obligation and liability for the existing contamination if it purchases the property; and

WHEREAS, the Prospective Purchaser Agreement will commit the City to the scope of work in Exhibit C of the Prospective Purchaser Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Manager is authorized to execute the Prospective Purchaser Agreement with the Oregon Department of Environmental Quality attached as Exhibit 'A', subject to final legal review.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Exhibit 'A' to Resolution

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

STATE OF OREGON, ex rel.
DICK PEDERSEN, DIRECTOR
DEPARTMENT OF ENVIRONMENTAL
QUALITY

Plaintiff,

v.

CITY OF TIGARD

Defendant.

Case No. _____

CONSENT JUDGMENT
General Judgment

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Exhibit A: Vicinity Map

Exhibit B: Property Legal Description

Exhibit C: Scope of Work

Exhibit D: Service List

1. Purpose

This Consent Judgment is filed simultaneously with and for the purpose of resolving the underlying complaint by the State of Oregon. Plaintiff State of Oregon *ex rel.* the Director of the Department of Environmental Quality (“DEQ”) and Defendant City of Tigard (“Defendant”) (collectively, the “Parties”) desire to resolve this action without litigation and have agreed to entry of the Consent Judgment without admission or adjudication of any issue of fact or law. The mutual objectives of the Parties are: (a) to protect public health, safety, and welfare and the environment in accordance with ORS 465.200 through 465.410, and regulations promulgated thereto, and (b) to facilitate productive reuse of property; and (c) to provide Defendant with protection from potential liabilities in accordance with applicable law.

2. Stipulations and Findings

A. Defendant stipulates:

- (1) To entry of this Consent Judgment;
- (2) To perform and comply with all provisions of this Consent Judgment; and
- (3) To not litigate, in any proceeding brought by DEQ to enforce this Consent Judgment or to assess penalties for noncompliance with this Consent Judgment, any issue other than Defendant’s compliance with this Consent Judgment.

B. DEQ and Defendant stipulate:

- (1) For the purposes of this Consent Judgment, the “Facility,” as defined in ORS 465.200(13), means: (a) the Property; and (b) the full extent of existing known or unknown contamination by hazardous substances of any media on, above, or below the Property, or that has migrated, might have migrated, or hereafter migrates to anywhere from the Property.
- (2) For the purposes of this Consent Judgment, “Matters Addressed” means all investigation, removal, and remedial actions taken or to be taken and all remedial action costs incurred or to be incurred at or in connection with a release of hazardous substances at the Facility.

(3) For the purposes of this Consent Judgment, “Existing Hazardous Substance Releases” means: (a) any release of hazardous substances, as defined in ORS 465.200, at the Facility existing as of the date of Defendant’s acquisition of ownership or operation of the Property; (b) any spill or release of oil or hazardous material, as defined in ORS 466.605, at the Facility existing as of the date of Defendant’s acquisition of ownership or operation of the Property; and (c) the entry of oil into the waters of the state, as defined in ORS 468B.300, from the Facility before the date of Defendant’s acquisition of ownership or operation of the Property.

C. DEQ finds, and Defendant neither admits nor denies:

(1) Defendant is a political subdivision (municipality) of the State of Oregon. The property proposed for acquisition by Defendant, currently owned by Saxony-Pacific, LLC, is an approximately 0.44-acre site located at 12533, 12535, and 12537 SW Main Street, Clackamas County, Oregon, in Section 02, Township 2S, Range 1, of the Willamette Meridian (the “Property”). The location of the Property is illustrated generally in the Vicinity Map, Exhibit A to this Consent Judgment. The legal description of the Property is set forth in Exhibit B to this Consent Judgment. All attachments are incorporated into this Consent Judgment by this reference. In the 1930s the land use surrounding the site was primarily agricultural. By 1947 the site was occupied by a large building that housed the Tigard Planing Mill. Later businesses that occupied the building include a tire shop, automotive repair shop, bakery, jewelry store, real estate office, and an insurance office.

(2) Sampling below a part of the facility that has been used for auto repair work found solvent contamination in groundwater. Solvents found included tetrachloroethene (PCE), up to 106 mg/L and trichloroethene (TCE), up to 803 mg/L. Levels of groundwater contamination exceed the risk-based concentration for vapor intrusion into buildings for the urban residential setting. Similar contaminants were found in soil gas at concentrations below risk-based levels; soil samples did not contain contamination. There is a dry cleaning establishment immediately NE of the site which may be a potential source of solvents and/or

there may be an onsite source in the auto repair shop.

Contaminants found in initial sampling of sediments in the adjacent Fanno Creek include the metals arsenic and lead and the PAHs benz(a)anthracene, benzo(a)pyrene, fluoranthene, and pyrene. Additional sediment sampling and porewater sampling was completed on the banks of the Fanno Creek, upstream and downstream of the site. Petroleum, metals, PAHs, and PCBs were found in sediments but there was no indication that the site was significant source of sediment contamination. A pore water sample from the shoreline of Fanno Creek was analyzed for VOCs but none were found; this indicates that the plume of solvent contamination below the site is not impacting the creek.

(3) These contaminants are “hazardous substances” within the meaning of ORS 465.200(16). The presence of hazardous substances at the Property constitutes a “release” of hazardous substances within the meaning of ORS 465.200(22), and makes the Property a “facility” within the meaning of ORS 465.200(13).

(4) Pursuant to ORS 465.255(1)(b), Defendant could become liable to DEQ and other persons for releases of hazardous substances at or from the Property by becoming the owner or operator of the Property with actual or constructive knowledge of the releases. On April 8, 2014 Defendant applied to DEQ for a “prospective purchaser” agreement under ORS 465.327 and agreed to reimburse DEQ’s costs of technical review and preparation. This Consent Judgment is intended to protect Defendant from potential liability for pre-acquisition releases of hazardous substances at or from the Property including any contamination from the Property of sediments in the adjacent Fanno Creek, in return for Defendant undertaking certain obligations as described in this Consent Judgment. In determining to propose this Consent Judgment, DEQ considered reasonably anticipated future land uses at the Property and surrounding properties and consulted with The City of Tigard Community Development. This Consent Judgment is entered into pursuant to ORS 465.325 and ORS 465.327.

(5) On November 1, 2014, DEQ published notice of this proposed Consent Judgment and provided opportunity for public comment in accordance with ORS 465.320(1) and

465.325(4)(d). The comment period ended December 1, 2014. No comments were received.

(6) Consistent with ORS 465.327(1):

(a) Defendant is a “person” within the meaning of ORS 465.200(21);

(b) Defendant is not currently liable under ORS 465.255, 466.640, or 468B.310 for the Existing Hazardous Substance Releases;

(c) Removal or remedial action is necessary at the Property to protect human health or the environment;

(d) Defendant’s ownership and operation of the Property will not cause, contribute to, or exacerbate existing contamination, increase health risks, or interfere with remedial measures at the Property; and

(e) A substantial public benefit will result from this Consent Judgment.

(7) Based on the administrative record, the Director of DEQ determines that: (a) the release from liability set forth in Subsection 5.B satisfies the criteria set forth in ORS 465.327(1); (b) the covenant not to sue set forth in Subsection 5.D satisfies the criteria set forth in ORS 465.325(7)(a) and (d); and (c) this Consent Judgment and Defendant’s commitments under this Consent Judgment will expedite removal or remedial action, minimize litigation, be consistent with rules adopted under ORS 465.400, and be in the public interest.

3. Work to be Performed

A. Measures to be Undertaken

Defendant will perform the remedial design and remedial action for the Site in accordance with the terms and schedules set forth in the Scope of Work (“SOW”) attached to and incorporated by reference into this Consent Judgment as Exhibit C, and the terms and schedules set forth in a DEQ-approved work plan.

B. Modification of SOW or Related Work Plans

(1) If DEQ determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary in order to protect public health and

the environment, DEQ may require that such modification be incorporated in the SOW and/or such work plans; provided, any such modification may be required pursuant to this paragraph only to the extent that the modification is consistent with protection of public health and the environment.

(2) Subject to dispute resolution under Subsection 7.M., Defendant will modify the SOW and/or work plans as required by DEQ and implement any work required by the modifications. Before invoking dispute resolution under Subsection 7.M., Defendant and DEQ will make a good-faith effort to resolve any dispute regarding DEQ-requested modifications by informal discussions for no more than 30 days following notice from DEQ of a requested modification.

C. Additional Measures

Defendant may elect at any time during the term of this Consent Judgment to undertake measures, beyond those required under this Consent Judgment and the SOW, necessary to address the release or threatened release of hazardous substances at the Property. Such additional measures are subject to prior approval by DEQ. DEQ's approval will be granted if DEQ determines that the additional measures are consistent with the remedial action objectives in the ROD and will not threaten human health or the environment.

D. Site Restrictions and Periodic Reviews

(1) Defendant agrees to prepare and record with the County Clerk, Washington County, an Easement and Equitable Servitude in the form approved by DEQ unless further investigation and cleanup after building demolition eliminates the need for site restrictions.

(2) Property subject to the Easement and Equitable Servitude may be freely alienated at any time after recording, provided the deed or other instrument of conveyance refers to or incorporates the Easement and Equitable Servitude.

(3) Any deed, title, or other instrument of conveyance regarding the Property must contain a notice that the Property is the subject of this Consent Judgment. Defendant, in any

such deed or conveyance, must also reserve such access (by easement, right-of-way, or otherwise) as might be necessary to carry out Defendant's obligations under this Consent Judgment.

(4) DEQ may elect to review whatever remedy may be installed on the Property as described in Exhibit C to ensure that the Property, as it may be developed, remains protective of public health, safety, and welfare and the environment. Such reviews may include evaluation of monitoring data, progress reports, inspection and maintenance reports (if any), and of land and water uses, compliance with institutional controls, and any other relevant information.

4. General Provisions

A. Project Managers

(1) To the extent possible, all reports, notices, and other communications required under or relating to this Consent Judgment must be directed to:

DEQ Project Manager

Bob Williams
Department of Environmental Quality
Northwest Region
2020 SW 4th Ave Portland, OR 97201
Phone: 503-229-6802
Email:
williams.robert.k@deq.state.or.us

Defendant Project Manager

Sean Farrelly
Redevelopment Project Manager
City of Tigard/City Center Development
13125 SW Hall Blvd
Tigard, OR, 97223
503-718-2420
Sean@tigard-or.gov

(2) The Project Managers or their respective designees must be available and have the authority to make day-to-day decisions necessary to complete the work described under Section 3.

B. Supervising Contractor

(1) All aspects of any work to be performed by Defendant pursuant to this Consent Judgment must be performed under the direction and supervision of a qualified employee or contractor having experience in hazardous substance remediation and knowledge of applicable state and federal laws, regulations, and guidance.

(2) Before initiation of remedial design work for the Property, Defendant will notify DEQ in writing of the name, title, and qualifications of any proposed supervising contractor. DEQ may for good cause disapprove the proposed contractor. In the event of such disapproval, DEQ will notify Defendant in writing of the reasons for its disapproval within 14 days of receipt of the initial notice from Defendant. Defendant, within 14 days of receiving DEQ's notice of disapproval, will notify DEQ of the name, title, and qualifications of an alternate supervising contractor, subject to DEQ's right to disapprove under the terms and schedule specified above.

(3) If, during the course of work required under this Consent Judgment, Defendant proposes to change its supervising contractor, Defendant will notify DEQ in accordance with the provisions of the preceding paragraph. DEQ may disapprove such contractor, under the terms and schedule specified in the preceding paragraph.

C. DEQ Approvals

(1) In the event that DEQ review and approval is required for any plan or activity under this Consent Judgment, Defendant may not proceed to implement the plan or activity prior to DEQ approval. Any DEQ delay in granting or denying approval correspondingly extends the time for completion by Defendant. Prior approval is not required in emergencies, provided Defendant notifies DEQ immediately after the emergency and evaluates the impact of its actions.

(2) After review of any plan, report, or other item required to be submitted for DEQ approval under this Consent Judgment, DEQ will: (a) approve the submission in whole or in part; or (b) disapprove the submission in whole or in part, and notify Defendant of its deficiencies and/or request modifications to cure the deficiencies.

(3) DEQ approvals, rejections, or identification of deficiencies will be given in writing within the time specified in the SOW or as soon as practicable, and will state DEQ's reasons with reasonable specificity.

(4) In the event of DEQ disapproval or request for modification of a submission,

Defendant will, within 30 days of receipt of the DEQ notice or such longer time as may be specified in the notice, either correct the deficiencies and resubmit the revised report or other item for approval, or invoke dispute resolution under Subsection 4.M.

(5) In the event of two deficient submittals of the same deliverable that are deficient for the same reasons due to Defendant's failure in good faith to cure the original deficiency, DEQ may modify the submission to cure the deficiency.

(6) In the event of approval or modification of a submission by DEQ, Defendant will implement the action(s) required by the plan, report, or other item, as so approved or modified.

D. Access to Property

(1) Defendant will allow DEQ to enter all portions of the Property owned by or under the control of Defendant at all reasonable times for the purpose of overseeing Defendant's performance under this Consent Judgment, including but not limited to: inspecting records relating to work under this Consent Judgment; conducting such tests and taking such samples as DEQ deems necessary, verifying data submitted to DEQ by Defendant; conducting periodic review; and using camera, sound recording, or other recording equipment. DEQ will make available to Defendant, upon Defendant's request, any photographs or recorded or videotaped material taken.

(2) Defendant will seek to obtain access to property not owned or controlled by Defendant as necessary to perform the work required in this Consent Judgment, including access by DEQ for purposes described in Paragraph 4.D.(1). DEQ may use its statutory authority to obtain access to property on behalf of Defendant if DEQ determines that access is necessary and that Defendant has exhausted all good faith efforts to obtain access.

E. Records

(1) In addition to those reports and documents specifically required under this Consent Judgment, Defendant will provide to DEQ, within 10 days of DEQ's written request,

copies of Quality Assurance/Quality Control (QA/QC) memoranda and audits, raw data, final plans, task memoranda, field notes (not made by or at the direction of Defendant's attorney), and laboratory analytical reports relating to the work to be performed under this Consent Judgment.

(2) Defendant will preserve all records and documents in possession or control of Defendant or its employees, agents, or contractors that relate in any way to activities under this Consent Judgment for at least five years after certification of completion under Section 9. Upon DEQ's request, Defendant will provide to DEQ, or make available for copying by DEQ, copies of non-privileged records. For a period of 10 years after certification of completion, Defendant will provide DEQ 60 days notice before destruction or other disposal of such records or documents. Ten years after certification of completion, Defendant has no further obligation to preserve documents or records.

(3) Subject to Paragraph 4.E.(4), Defendant may assert a claim of confidentiality under the Oregon Public Records Law regarding any documents or records submitted to or copied by DEQ pursuant to this Consent Judgment. DEQ will treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If Defendant does not make a claim of confidentiality at the time the documents or records are submitted to or copied by DEQ, the documents or records may be made available to the public without notice to Defendant.

(4) Defendant will identify to DEQ (by addressor-addressee, date, general subject matter, and distribution) any document, record, or item withheld from DEQ on the basis of attorney-client or attorney work product privilege, except to the extent that such identifying information is itself subject to a privilege. Attorney-client or work product privilege may not be asserted with respect to any records required to be submitted under Paragraph 4.E.(1). DEQ reserves its rights under law to obtain documents DEQ asserts are improperly withheld by Defendant.

F. Notice and Samples

(1) Defendant will make every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted under this Consent Judgment at least five working days before such activity, but in no event less than 24 hours before such activity. Upon DEQ's verbal request, Defendant will make every reasonable effort to provide a split or duplicate sample to DEQ or allow DEQ to take a split or duplicate of any sample taken by Defendant while performing work under this Consent Judgment. DEQ will provide Defendant with copies of all analytical data from such samples as soon as practicable.

(2) If DEQ conducts any sampling or analysis in connection with this Consent Judgment, DEQ will, except in an emergency, make every reasonable effort to notify Defendant of any excavation, drilling, sampling, or other fieldwork at least 72 hours before such activity. Upon Defendant's verbal request, DEQ will make every reasonable effort to provide a split or duplicate sample to Defendant or allow Defendant to take a split or duplicate of any sample taken by DEQ, and will provide Defendant with copies of all analytical data for such samples. Defendant will provide DEQ with copies of all analytical data from such samples as soon as practicable.

G. Quality Assurance

(1) Defendant will conduct all sampling, sample transport, and sample analysis in accordance with the QA/QC provisions approved by DEQ as part of the work plan. All plans prepared and work conducted as part of this Consent Judgment must be consistent with DEQ's *Environmental Cleanup Quality Assurance Policy* (DEQ10-LQ-0063-QAG). Defendant will make every reasonable effort to ensure that each laboratory used by Defendant for analysis performs such analyses in accordance with such provisions.

(2) If DEQ conducts sampling or analysis in connection with this Consent Judgment, DEQ will conduct sampling, sample transport, and sample analysis in accordance with the QA/QC provisions of the approved work plan. Upon written request, DEQ will provide

Defendant with copies of DEQ's records regarding such sampling, transport, and analysis.

H. Progress Reports

In the event of any remediation or work being performed on the Property as described in Exhibit C, and during each calendar quarter following the latter of entry of this Consent Judgment or the initiation of such work, Defendant will deliver to DEQ, on or before the tenth working day of each quarter, a progress report containing:

- (1) Actions taken by Defendant under this Consent Judgment during the previous three months;
- (2) Actions scheduled to be taken by Defendant in the next three months;
- (3) A summary of sampling, test results, and any other data generated or received by Defendant, if any, during the previous three months; and
- (4) A description of any problems experienced by Defendant during the previous three months and actions taken to resolve them.

DEQ may approve less frequent reporting by Defendant, if warranted. Progress reports may be submitted in electronic form. If submitted in hard-copy written form, two copies must be provided to DEQ.

I. Other Applicable Laws

- (1) Subject to ORS 465.315(3), all activities under this Consent Judgment must be performed in accordance with all applicable federal, state, and local laws.
- (2) All activities under this Consent Judgment must be performed in accordance with any applicable federal, state, and local laws related to archeological objects and sites and their protection. If archeological objects or human remains are discovered during any investigation, removal, or remedial activity at the Property, Defendant will, at a minimum: (a) stop work immediately in the vicinity of the find; (b) provide any notifications required by ORS 97.745 and ORS 358.920; (c) notify the DEQ Project Manager within 24 hours of the discovery; and (d) use best efforts to ensure that Defendant and its employees, contractors, counsel, and

consultants keep the discovery confidential, including but not limited to refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public. Any project delay caused by the discovery of archeological object or human remains is a Force Majeure under Subsection 4.L.

J. Reimbursement of DEQ Costs

(1) DEQ will submit to Defendant a monthly invoice of costs on or after April 8, 2014 in connection with development and approval of this Consent Judgment and any activities related to the oversight and periodic review of Defendant's implementation of this Consent Judgment. Each invoice must include a summary of costs billed to date.

(2) DEQ oversight costs payable by Defendant include direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs actually and reasonably incurred by DEQ under ORS 465.200 *et seq.* DEQ's direct cost summary must include a Land Quality Division ("LQD") direct labor summary showing the persons charging time, the number of hours, and the nature of work performed. Indirect costs include those general management and support costs of DEQ and of the LQD allocable to DEQ oversight under this Consent Judgment and not charged as direct, site-specific costs. Indirect charges are based on actual costs and applied as a percentage of direct personal services costs. DEQ will maintain work logs, payroll records, receipts, and other documents to document work performed and expenses incurred under this Consent Judgment and, upon request, will provide copies of such records to Defendant.

(3) Within 30 days of receipt of DEQ's invoice, Defendant will pay the amount of costs billed by check payable to the "State of Oregon, Hazardous Substance Remedial Action Fund," or invoke dispute resolution under Subsection 4.M. After 30 days, any unpaid amounts that are not the subject of pending dispute resolution, or that have been determined owing after dispute resolution, become a liquidated debt collectible under ORS 293.250 or other applicable law.

(4) Defendant will pay simple interest of 9% per annum on the unpaid balance of any DEQ oversight costs, which interest will begin to accrue at the end of the 30-day payment period, unless dispute resolution has been invoked. Interest on any amount disputed under Subsection 4.M will begin to accrue 30 days from final resolution of any such dispute.

K. Financial Assurance

(1) In the event of any remediation or work being performed on the Property as described in Exhibit C, Defendant will demonstrate its ability to perform such remedial work by obtaining and submitting to DEQ for approval one or a combination of the following: (a) a performance bond; (b) a letter of credit equaling the total estimated cost of the work; (c) evidence of an escrow account dedicated to payment of or reimbursement for remedial action costs; or (d) internal financial information (financial test or corporate guarantee) sufficient to satisfy DEQ that its net worth is sufficient to make additional financial assurances unnecessary. If internal financial information is relied upon, the standards used to determine the adequacy of Defendant's resources must be substantially equivalent to those set forth in 40 CFR Part 265, Subpart H. Financial assurance must be submitted within 30 days of DEQ approval of the final remedial design work plan in the amount of the estimated total capital cost of the remedial action.

(2) Within 30 days of receipt of the financial assurance or other information, DEQ will determine its adequacy and communicate that determination to Defendant. If DEQ determines that such assurance or information is inadequate, Defendant will submit one of the other forms of assurance to DEQ for approval. If internal corporate information is relied upon, Defendant will submit updated financial information annually on the anniversary date of issuance of this Consent Judgment.

(3) During implementation of the remedial action, DEQ may require Defendant to revise the cost estimates used to demonstrate Defendant's financial assurance, and Defendant at its own election may revise the cost estimate for the required work from time to time. If a revised

cost estimate is significantly higher or lower than the original cost estimate, DEQ may require Defendant to submit revised financial assurance under the terms and schedule set forth in the preceding paragraphs adequate to assure financial capability at the level of the revised cost estimate.

(4) Except as approved by DEQ, work required under this Consent Judgment may not be delayed pending submission and/or approval of financial assurance under this subsection.

L. Force Majeure

(1) If any event occurs that is beyond Defendant's reasonable control and that causes or might cause a delay or deviation in performance of the requirements of this Consent Judgment despite Defendant's reasonable efforts ("Force Majeure"), Defendant will promptly, upon learning of the event, notify DEQ's Project Manager verbally of the cause of the delay or deviation, its anticipated duration, the measures that have been or will be taken to prevent or minimize the delay or deviation, and the timetable by which Defendant proposes to carry out such measures. Defendant will confirm in writing this information within five working days of the verbal notification. Failure to comply with these notice requirements precludes Defendant from asserting Force Majeure for the event and for any additional delay caused by the event.

(2) If Defendant demonstrates to DEQ's satisfaction that the delay or deviation has been or will be caused by Force Majeure, DEQ will extend times for performance of related activities under this Consent Judgment as appropriate. Circumstances or events constituting Force Majeure might include but not be limited to acts of God, unforeseen strikes or work stoppages, unanticipated site conditions, fire, explosion, riot, sabotage, war, and delays in receiving a governmental approval or permit. Normal inclement weather, increased cost of performance or changed business or economic circumstances may not be considered Force Majeure.

M. Dispute Resolution

(1) Except as provided in Paragraph 4.M.(4), if Defendant disagrees with DEQ

regarding any matter relating to this Consent Judgment, Defendant will promptly notify DEQ in writing of its objection. DEQ and Defendant then will make a good-faith effort to resolve the disagreement within 14 days of Defendant's written objection. At the end of the 14-day period, DEQ will provide Defendant with a written statement of its position from DEQ's Northwest Region Cleanup Manager. If Defendant still disagrees with DEQ's position, then Defendant, within 14 days of receipt of DEQ's position from the Region Cleanup Manager, will provide Defendant's position and rationale in writing to DEQ's Northwest Region Administrator. The Region Administrator may discuss the disputed matter with Defendant and, in any event, will provide Defendant with DEQ's final position in writing as soon as practicable after receipt of Defendant's written position.

(2) If Defendant refuses or fails to follow DEQ's final position pursuant to Paragraph 4.M.(1), and DEQ seeks to enforce its final position, the Parties, subject to Subsection 2.A. and Section 7, are entitled to such rights, remedies, and defenses as are provided by applicable law.

(3) During the pendency of any dispute resolution under this subsection, the time for completion of work or obligations affected by such dispute is extended for a period of time not to exceed the actual time taken to resolve the dispute. Elements of work or obligations not affected by the dispute must be completed in accordance with the applicable schedule.

(4) Dispute resolution under this subsection does not apply to DEQ approval or modification of the remedial design/remedial action work plan required under the SOW, which approval or modification is nonetheless subject to Subsection 4.C.

N. Effect of Consent Judgment

(1) If Defendant fails to comply with this Consent Judgment, DEQ may seek civil penalties under ORS 465.900 and enforcement of this Consent Judgment by this Court. If DEQ seeks enforcement of this Consent Judgment by this Court, DEQ may seek monetary sanctions, such as civil penalties, only if DEQ has not assessed and collected any civil penalties under ORS

465.900 regarding the same violation.

(2) Subject to Section 2, Defendant does not admit any liability, violation of law, factual or legal findings, conclusions, or determinations asserted in this Consent Judgment.

(3) Nothing in this Consent Judgment is intended to create any cause of action in favor of any person not a party to this Consent Judgment.

(4) Subject to Section 2 and Section 7, nothing in this Consent Judgment prevents DEQ, the State of Oregon, or Defendant from exercising any rights each might have against any person not a party to this Consent Judgment.

(5) If for any reason the Court declines to approve this Consent Judgment in the form presented, this settlement is voidable at the sole discretion of any Party and the terms of the settlement may not be used in evidence in any litigation among or against the Parties.

(6) DEQ and Defendant intend for this Consent Judgment to be construed as a judicially-approved settlement by which Defendant has resolved its liability to the State of Oregon, within the meaning of Section 113(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9613(f)(2), regarding Matters Addressed, and for Defendant not to be liable for claims for contribution regarding Matters Addressed to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2).

(7) Unless specified otherwise, the use of the term “days” in this Consent Judgment means calendar days.

(8) This Consent Judgment is void and of no effect if Defendant does not complete acquisition of the Property by September 30, 2015, unless this date is extended mutual prior written agreement of the parties hereto.

O. Indemnification and Insurance

(1) Defendant will indemnify and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, and agents from and against any and all

claims arising from acts or omissions related to this Consent Judgment of Defendant or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ may not be considered a party to any contracts made by Defendant or its agents in carrying out activities under this Consent Judgment.

(2) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, the State of Oregon will indemnify and hold harmless Defendant and its respective officers, employees, contractors, and agents, and indemnify the foregoing, from and against any and all claims arising from acts or omissions related to this Consent Judgment of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents (except for acts or omissions constituting approval or disapproval of any activity of Defendant under this Consent Judgment). Defendant may not be considered a party to any contract made by DEQ or its agents in carrying out activities under this Consent Judgment.

(3) Before commencing any on-site work under this Consent Judgment, Defendant will obtain and maintain for the duration of this Consent Judgment comprehensive general liability and automobile insurance with limits of \$1 million, combined single limit per occurrence, naming as an additional insured the State of Oregon. Upon DEQ request, Defendant will provide DEQ a copy or other evidence of the insurance. If Defendant demonstrates by evidence satisfactory to DEQ that its contractor(s) or subcontractor(s) maintain equivalent coverage, or coverage for the same risks but in a lesser amount or for a lesser term, Defendant may provide only that portion of the insurance that is not maintained by its contractor(s) or subcontractor(s).

P. Parties Bound

This Consent Judgment is binding on the Parties and their respective successors, agents, and assigns. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Consent Judgment. No change in ownership, corporate, or partnership status relating to the Property in any way alters Defendant's obligations

under this Consent Judgment, unless otherwise approved in writing by DEQ.

Q. Modification

DEQ and Defendant may modify this Consent Judgment by written agreement, subject to approval by this Court. DEQ and Defendant may modify the SOW or a work plan without having to obtain court approval, provided the modification is consistent with the ROD.

R. Recording

Within 14 days of entry of this Consent Judgment by the Court, Defendant will submit a copy or original of this Consent Judgment (whichever is required by the county) to be recorded in the real property records of Clackamas County, Oregon. Defendant will provide DEQ with written evidence of such recording within seven days of recording.

S. Service

Each Party designates in Exhibit E the name and address of an agent authorized to accept service of process by mail on behalf of the Party with respect to any matter relating to this Consent Judgment. Each Party agrees to accept service in such manner, and waives any other service requirements set forth in the Oregon Rules of Civil Procedure or local rules of this Court. The Parties agree that Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to approve this Consent Judgment.

5. Releases from Liability and Covenant Not to Sue

A. Pursuant to ORS 465.327(3), this Consent Judgment is a “prospective purchaser agreement” entered as a judicial consent judgment in accordance with ORS 465.325. Thus, this Consent Judgment contains related but independent liability provisions pursuant to both ORS 465.327 and 465.325. The ORS 465.327 liability provisions are set forth below in Subsections 5.B. and 6.B. The ORS 465.325 liability provisions are set forth below in Subsections 5.D., 6.A., and 6.C. In addition to these state law provisions, this Consent Judgment may affect Defendant’s rights and liabilities under federal and other laws, as described in Paragraph 4.N.(6) and Subsection 5.E.

B. Pursuant to ORS 465.327, and subject to Subsection 5.C. and the satisfactory performance by Defendant of its obligations under this Consent Judgment, Defendant is not liable to the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases. Defendant bears the burden of proving by a preponderance of the evidence that a hazardous substance release (for all hazardous substances, hazardous materials, and oil described in Paragraph 2.B.(3)) existed as of the date of Defendant's acquisition of ownership or operation of the Property.

C. The release from liability under Subsection 5.B. does not affect liability of Defendant for claims arising from:

(1) A release of hazardous substances, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property on or after the date of Defendant's acquisition of ownership or operation of the Property;

(2) Contribution to or exacerbation, on or after the date of Defendant's acquisition of ownership or operation of the Property, of a release of hazardous substance, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property;

(3) Interference or failure to cooperate, on or after the date of Defendant's acquisition of ownership or operation of the Property, with DEQ or other persons conducting remedial measures under DEQ's oversight at the Property;

(4) Failure to exercise due care or take reasonable precautions, on or after the date of Defendant's acquisition of ownership or operation of the Property, with respect to any hazardous substance at the Property;

(5) Disposal or management of hazardous substances or solid waste removed from the Property by or on behalf of Defendant;

(6) Criminal liability;

(7) Violation of federal, state, or local law on or after the date of Defendant's acquisition of ownership or operation of the Property;

(8) Any matters as to which the State of Oregon is owed indemnification under Paragraph 4.O.(1); and

(9) Claims based on any failure by Defendant to meet any requirements of this Consent Judgment.

D. Pursuant to ORS 465.325, subject to satisfactory performance by Defendant of its obligations under this Consent Judgment, the State of Oregon covenants not to sue or take any other judicial or administrative action against Defendant under ORS 465.200 to 465.545 and 465.900 regarding Matters Addressed, except that the State of Oregon reserves all rights against Defendant with respect to claims and liabilities described in Subsection 5.C.

E. Subject to satisfactory performance by Defendant of its obligations under this Consent Judgment, DEQ releases Defendant from liability to DEQ under any federal or state statute, regulation, or common law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq.*, regarding the release or threatened release of hazardous substances addressed in this Consent Judgment, except that DEQ reserves all rights against Defendant with respect to claims and liabilities described in Subsection 5.C.

6. Third-Party Actions

A. This Consent Judgment is a judicially-approved settlement within the meaning of ORS 465.325(6)(b), pursuant to which Defendant has resolved its liability to the State of Oregon and is not liable for claims for contribution regarding Matters Addressed.

B. Subject to the satisfactory performance by Defendant of its obligations under this Consent Judgment, Defendant is not liable to any person under ORS 465.200 to 465.545, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases.

C. Subject to Section 7, Defendant may seek contribution in accordance with ORS 465.325(6)(c)(B).

7. Defendant Waivers

A. Defendant waives any claim or cause of action it might have against the State of Oregon regarding Existing Hazardous Substance Releases, provided Defendant reserves all rights concerning the obligations of DEQ under this Consent Judgment.

B. Defendant waives any rights it might have under ORS 465.260(7) and 465.325(2) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for costs incurred under this Consent Judgment or related to the Property.

8. Benefits and Burdens Run with the Land

A. Pursuant to ORS 465.327(5), the benefits and burdens of this Consent Judgment run with the land, provided the releases from liability and covenant not to sue set forth in Section 5 limit or otherwise affect the liability only of persons who: (1) are not potentially liable under ORS 465.255, 466.640, or 468B.310 for Existing Hazardous Substance Releases; and (2) expressly assume in writing, and are bound by, the terms of this Consent Judgment applicable to the Property as of the date of their acquisition of ownership or operation.

B. Upon transfer of ownership of the Property, or any portion of the Property, from Defendant to another person or entity, Defendant and the new owner will provide written notice to the DEQ Project Manager within 10 days after the transfer. No change in ownership of the Property or the corporate or partnership status of Defendant in any way alters Defendant's obligations under this Consent Judgment, unless otherwise approved in writing by DEQ.

9. Certification of Completion

A. Upon Defendant's completion of work in accordance with the SOW, Defendant will submit a final closeout report to DEQ signed both by an Oregon-registered professional engineer and Defendant's Project Manager certifying that the remedial action for the Site has been completed in accordance with this Consent Judgment. The report must summarize the work performed and include all necessary supporting documentation.

B. DEQ will preliminarily determine whether the remedial action has been performed

for the Property and all oversight costs and penalties have been paid in accordance with this Consent Judgment. Upon a preliminary determination that the remedial action for the Property has been satisfactorily performed and all costs and penalties paid, DEQ will provide public notice and opportunity to comment on a proposed certification decision in accordance with ORS 465.320 and 465.325(10)(b). After consideration of public comment, and within 90 days after receiving Defendant's closeout report, the Director of DEQ will issue a final certification decision. The certification decision will subsequently be submitted by DEQ to this Court. A certification of completion of the remedial action does not affect Defendant's remaining obligations under this Consent Judgment or for implementation of measures necessary to long-term effectiveness of the remedial action or productive reuse of the Property.

10. Continuing Jurisdiction

This Court retains jurisdiction over the Parties and the subject matter of this Consent Judgment.

IT IS SO ORDERED this ____ day of _____, _____.

Circuit Court Judge, Washington County

STATE OF OREGON, DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ Date: _____
Lydia Emer
Administrator, Operations Division

By: _____ Date: _____
Gary Vrooman OSB No. 075832
Assistant Attorney General
Oregon Department of Justice
1515 SW Fifth Avenue, Suite 410
Portland, OR 97201
Attorney for DEQ

City of Tigard

By: _____ Date: _____
Marty Wine
City Manager

By: _____ Date: _____
Christopher L. Reive OSB No. 833058
Of Attorneys for City of Tigard
Two Centerpointe, Suite 600
Lake Oswego, OR 97035

Exhibit A Vicinity Map

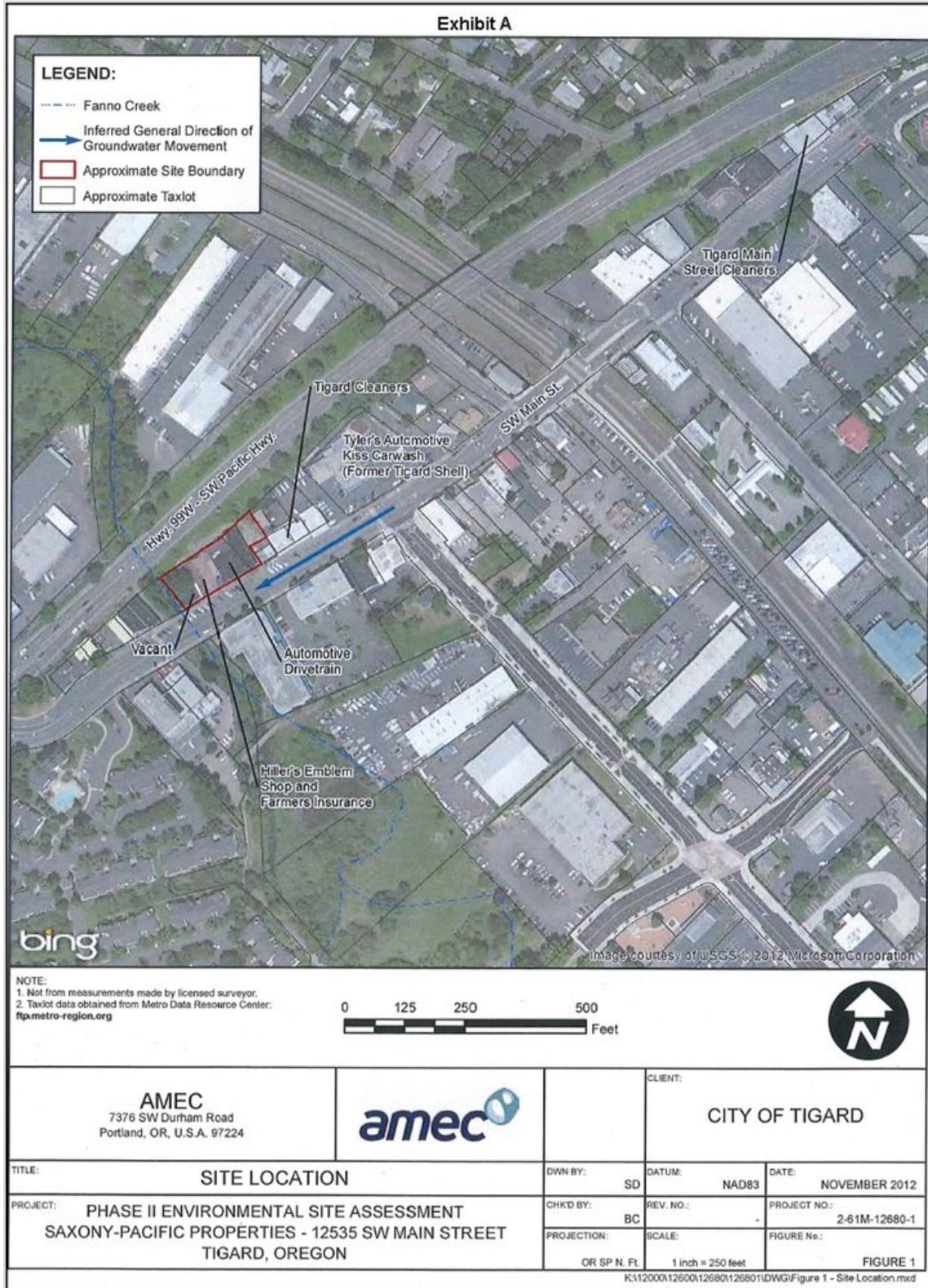


Exhibit B
Property Legal Description

Lot Book Service

Guarantee No.: **NCS-462097-OR1**
Page 4 of 5

Exhibit "B"

Real property in the County of Washington , State of Oregon, described as follows:

PARCEL I:

BEGINNING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE JOHN HICKLIN DONATION LAND CLAIM NO. 37 IN TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON.

AND RUNNING THENCE SOUTH 45°00' WEST ON LINE BETWEEN THE SAID JOHN HICKLIN DONATION LAND CLAIM AND THE GEORGE RICHARDSON DONATION LAND CLAIM, A DISTANCE OF 1807.1 FEET TO A POINT;
THENCE SOUTH 45°00' EAST ALONG THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO EMIL A. AND OLIVIA T. JOHNSON BY DEED AS RECORDED IN BOOK 118 PAGE 0069, WASHINGTON COUNTY, DEED RECORDS A DISTANCE OF 131.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;
THENCE FROM THE DESCRIBED POINT OF BEGINNING SOUTH 45°00' EAST ALONG THE EASTERLY LINE OF SAID JOHNSON TRACT A DISTANCE OF 93.0 FEET TO A POINT ON THE NORTHERLY LINE OF THE PACIFIC HIGHWAY;
THENCE FOLLOWING SAID NORTHERLY LINE OF THE PACIFIC HIGHWAY ON A 5730.0 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 57°31' WEST 23.5 FEET) 23.5 FEET TO A POINT MARKED BY AN IRON HIGHWAY RIGHT OF WAY MARKER;
THENCE SOUTH 57°38' WEST ALONG SAID RIGHT OF WAY LINE 145.0 FEET TO A POINT IN THE CENTER OF FANNO CREEK;
THENCE NORTH 36°30' WEST IN THE CENTER OF FANNO CREEK A DISTANCE OF 78.6 FEET TO A POINT;
THENCE NORTH 55°52' WEST IN THE CENTER OF FANNO CREEK A DISTANCE OF 6.1 FEET TO A POINT;
THENCE NORTH 55°09' EAST ALONG THE HIGHWAY RIGHT OF WAY LINE A DISTANCE OF 156.4 FEET TO THE POINT OF BEGINNING.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2010.

PARCEL II:

BEGINNING AT AN IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE JOHN HICKLIN DONATION LAND CLAIM IN TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON.

AND RUNNING THENCE SOUTH 45°18' WEST ALONG THE DONATION LAND CLAIM LINE 1814.5 FEET TO THE MOST WESTERLY CORNER OF LOT 15 OF ELECTRIC ADDITION TO TIGARDVILLE (PLAT BOOK 2, PAGE 0042), A DULY RECORDED SUBDIVISION IN WASHINGTON COUNTY, OREGON;
THENCE SOUTH 44°47' EAST ON THE SOUTHWESTERLY LINE OF SAID LOT 15 AND THE NORTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO EMIL JOHNSON BY DEED AS RECORDED IN BOOK 118 PAGE 0069 OF WASHINGTON COUNTY DEED RECORDS, 131.0 FEET TO THE WESTERLY CORNER OF THE SOUTHEASTERLY 1/2 OF SAID LOT 15 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;
THENCE FROM THE DESCRIBED POINT OF BEGINNING SOUTH 44°47' EAST ON SAID SOUTHWESTERLY LINE OF LOT 15 A DISTANCE OF 96.0 FEET TO THE NORTHERLY LINE OF THE OLD TAYLORS FERRY ROAD;
THENCE NORTH 60°12' EAST ON SAID ROAD LINE 22.2 FEET TO AN IRON;
THENCE NORTH 36°10' WEST 48.3 FEET TO AN IRON;
THENCE NORTH 60°12' EAST 40.1 FEET TO AN IRON;

First American Title Insurance Company

THENCE NORTH 36°10' WEST 65.0 FEET TO AN IRON ON THE EASTERLY BOUNDARY OF THE STATE
HIGHWAY;
THENCE SOUTH 45°14' WEST ALONG SAID LINE, 77.24 FEET TO THE POINT OF BEGINNING.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2010.

First American Title Insurance Company

Exhibit C
Scope of Work
Exhibit C – Scope of Work

1. The City will commit to install, or require installation of, engineering controls to mitigate the potential for vapor intrusion, and to agree to institutional controls at the time of closing to enforce the engineering controls.

a. The engineering controls will be installed at the time of redevelopment, and will consist of a vapor mitigation system comprised of a network of perforated pipes in trenches, covered with gravel, and overlain by a heavy duty vapor barrier. The system will be passive in nature (but capable of retrofitting to an active system), allowing any accumulated vapors to vent to outdoor air.

b. Institutional controls will be in the form of an Easement and Equitable Servitudes that will enforce the maintenance of engineering controls and prevent use of site groundwater.

2. Prior to building demolition, the City will prepare a contaminated media management plan (CMMP) for use by contractors working at the site.

3. At the time of building demolition, the City will perform additional environmental investigation to evaluate whether soil cleanup work may be necessary to reduce or eliminate the need for the vapor mitigation system

a. Additional investigation will consist of approximately five soil gas sample points with follow-up soil and groundwater sampling. Sampling locations will be proposed to DEQ for concurrence.

b. If contaminated soils are identified, the most contaminated material will be removed to reduce or eliminate future risk from on-site sources.

c. If additional groundwater investigation is determined to be necessary then groundwater sampling may include three to four groundwater monitoring wells, which will be sampled for up to four quarters. As an alternative additional push probe groundwater sample points may be installed with DEQ approval.

Exhibit D
Service List

FOR PLAINTIFF: Gary Vrooman, OSB No. 075832
Assistant Attorney General
Oregon Department of Justice
1515 SW Fifth Avenue, Suite 410
Portland, OR 97201

FOR DEFENDANT: Christopher Reive, OSB No. 833058
Jordan Ramis, PC
2 Centerpointe Drive
Lake Oswego, OR 97035

AIS-2182

3.

CCDA Agenda

Meeting Date: 05/05/2015

Length (in minutes): 0 Minutes

Agenda Title: APPROVE CITY CENTER DEVELOPMENT AGENCY
MINUTES

Submitted By: Norma Alley, City Management

Item Type: Motion Requested

Meeting Type: City Center
Development
Agency

Public Hearing: No

Publication Date:

Information

ISSUE

N/A

STAFF RECOMMENDATION / ACTION REQUEST

Approve City Center Development Agency Minutes for March 3, 2015.

KEY FACTS AND INFORMATION SUMMARY

N/A

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

March 3, 2015 CCDA Draft Minutes



City of Tigard
 City Center Development Agency and City Council
 Joint Meeting Minutes
 March 3, 2015



6:30 p.m.

1. CITY CENTER DEVELOPMENT AGENCY BOARD AND CITY COUNCIL MEETING

- A. Chair Cook called the meeting to order at 6:35 p.m.
- B. Deputy City Recorder Alley called the roll:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Chair Cook	✓	
Director Goodhouse	✓	
Director Henderson	✓	
Director Snider	✓	
Director Woodard	✓	

- C. Pledge of Allegiance – Mayor Cook lead the Pledge of Allegiance.
- D. Call to CCDA and Staff for Non Agenda Items – None announced.

2. CITY COUNCIL: CONTINUATION OF QUASI-JUDICIAL PUBLIC HEARING – CONSIDERATION OF A+O APARTMENTS COMPREHENSIVE PLAN AMENDMENT (CPA2014-00002) PLANNED DEVELOPMENT REVIEW (PDR2014-00003), SITE DEVELOPMENT REVIEW (SDR2014-00004), AND SENSITIVE LANDS REVIEW (SLR2014-00002)

Open Public Hearing: Mayor Cook announced this was a Quasi-Judicial Hearing continued from January 13, 2015 and February 3, 2015. This hearing is reserved for council deliberation as the public testimony had closed.

Mayor Cook called for any declarations of ex-parte contact, bias or conflicts of interest since the February 3 hearing. Mayor Cook said he drove down the street a few times. There were no objections from the public.

Staff Recommendation: Associate Planner Pagenstecher stated staff recommends approval with amendments to conditions #7 as stated in the applicant’s memo dated February 10, 2015 and #8 as written in the handout provided at the meeting tonight (handout was entered into the record).

Council Deliberation:

Councilor Woodard expressed concern for the amount of fill dirt that will be used to cover the flood plain. He asked where the fill dirt was coming from. Mr. Pagenstecher said he did not know that as that information is not an application requirement. Councilor Woodard requested notification of the type of fill and where it is coming from be made a requirement.

Councilor Henderson stated he shared Councilor Woodard’s sentiment with how much fill dirt is proposed to be used for the wetlands. Mr. Pagenstecher said essentially the whole site is being filled in attempt to level it to the Oak Street level.

Council President Snider said it is fair to say the council is struggling with the wetland criteria decisions and what is going into that wetland space is germane to the decision.

Mayor Cook said as it stands there may be some councilors that do not support the current application. He asked if there were provisions that could be added to the conditions making the application amenable to getting approved.

Councilor Woodard said he preferred sensitive wetlands not be reduced. It would be prudent to make sure the development fits the space and does not have a huge impact on the sensitive wetlands. It is preferred to see a development with higher buildings in order to stay out of the wetlands.

Council President Snider commented he did not desire to move forward with the ordinance if the conditions are not different.

Councilor Henderson shared concern if mitigating the wetlands was realistic and there being a compromise on the walkability of the community.

Mayor Cook said he was troubled with the use of fill of any kind on the wetlands and foresees it causing problems elsewhere. There are other alternatives and maybe they are not favored, but it may have to go that way.

Council President Snider asked if the ordinance does not get approved what the disposition of the resolution would be. City Attorney Ramis answered if council does not pass the ordinance then the plan would not be the same so they could not act on any of the others. Mr. Ramis suggested making a tentative move directing staff to come back with findings that reflect the basis of the council's decision to deny the ordinance.

Councilor Snider motioned to direct staff to draft findings for the ordinance reflecting the basis of denying the application and postpone this matter to April 14, 2015. Seconded by Councilor Woodard. Motion passed by unanimous vote of the council.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	

CITY CENTER DEVELOPMENT AGENCY MEETING

3. APPROVE CITY CENTER DEVELOPMENT AGENCY MINUTES

Director Henderson motioned to approve the December 2, 2014 and February 3, 2015 CCDA Minutes It was seconded by Director Snider. Motion passed by unanimous vote of the board.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Chair Cook	✓	
Director Goodhouse	✓	
Director Henderson	✓	
Director Snider	✓	
Director Woodard	✓	

4. RECEIVE AN UPDATE ON THE MAIN STREET ART AND GATEWAY DESIGN

Redevelopment Project Manager Farrelly provided an update, accompanied by a PowerPoint, on the Main Street art and gateway design project. He stated the art has been assembled and is currently being stored at

the fabricators in Canby waiting for the board to give the authority to paint them. Staff is planning to take the project to bid and return to the Board on April 7 for a decision. City Manager Wine said the purpose to go to bid is to get a precise cost estimate and then come back with recommendations for funding.

Mr. Farrelly said the City Center Advisory Commission (CCAC) voted to send a letter to the board encouraging support of the project (the letter was included into the record).

CCAC Chair Carine Arendes and CCAC Member Sherrie Devaney said they were here to support all the effort that has been put forward to this point and asked for the install of the gateway art. The gateway idea has been around as long as the downtown plan and the CCAC is all in support of the installation.

5. NON AGENDA ITEMS – Mr. Farrelly showed a picture in the slideshow of the Fanno Creek Trail map that was installed on the Dolan property.
6. EXECUTIVE SESSION – Chair Cook called the executive session to order at 7:59 p.m. to discuss real property transactions under ORS 192.660(2)(e), held in the Red Rock Creek Conference Room. Chair Cook closed the executive session at 8:41 p.m. and reconvened the public meeting in Town Hall.
7. ADJOURNMENT

At 8:42 p.m. Director Snider motioned to adjourn the meeting. Director Henderson seconded the motion and all voted in favor.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Chair Cook	✓	
Director Goodhouse	✓	
Director Henderson	✓	
Director Snider	✓	
Director Woodard	✓	

Norma I. Alley, Deputy City Recorder

Attest:

Chair, City Center Development Agency

Date: _____

AIS-2122

4.

CCDA Agenda

Meeting Date: 05/05/2015

Length (in minutes): 30 Minutes

Agenda Title: Burnham and Ash Mixed Use Design Presentation

Submitted By: Sean Farrelly, Community
Development

Item Type: Update, Discussion, Direct Staff **Meeting Type:** City Center
Development
Agency

Public Hearing: No

Publication Date:

Information

ISSUE

The Board of the CCDA is requested to review the revised Burnham/Ash Mixed Use plans and provide final comments. This is a provision of the Disposition and Development Agreement.

STAFF RECOMMENDATION / ACTION REQUEST

The Board of the CCDA is requested to provide final comments on the plans. Staff will make a recommendation to the Board at the May 5 meeting, after reviewing the revised plans.

KEY FACTS AND INFORMATION SUMMARY

The Disposition and Development Agreement (DDA) between the City Center Development Agency (CCDA) and developers Capstone Green Light Partners LLC, and Diamond Investment Group Tigard LLC was executed on April 15, 2015. Section 3.6.1(a) calls for the developers to provide project plans to be displayed at an open house. This open house was held on April 22. The developers will then “consider and incorporate public comments into any revisions reasonably determined to be appropriate.” After this, the developers will provide revised plans to CCDA staff who will then review and provide a staff recommendation to the CCDA Board. The DDA then calls for the CCDA Board to review the plans and provide final comments within 45 days.

Attached are the plans and elevations displayed at the April 22 open house. Materials discussed on May 5 may have some updates based on comments from the open house.

OTHER ALTERNATIVES

The Board of the CCDA could approve the plans as submitted, or suggest further revisions.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Tigard City Council 2015-17 Goals and Milestones

Goal #2. Make Downtown Tigard a Place Where People Want to Be

- Support residential and mixed use development in walkable and transit-supported areas by completing the Ash Avenue/Burnham Street Redevelopment project.

City Center Urban Renewal Plan

Tigard Comprehensive Plan

Economic Development

Goal 9.1 Develop and maintain a strong, diversified, and sustainable local economy.

Goal 9.3 Make Tigard a prosperous and desirable place to live and do business.

Housing

Goal 10.1 Provide opportunities for a variety of housing types to meet the diverse housing needs of current and future city residents.

Special Planning Areas - Downtown

Goal 15.2 Facilitate the development of an urban village.

DATES OF PREVIOUS COUNCIL CONSIDERATION

April 14, 2015: Authorized CCDA Executive Director to sign Disposition and Development Agreement

September 2, 2014: Ash/Burnham Housing Development

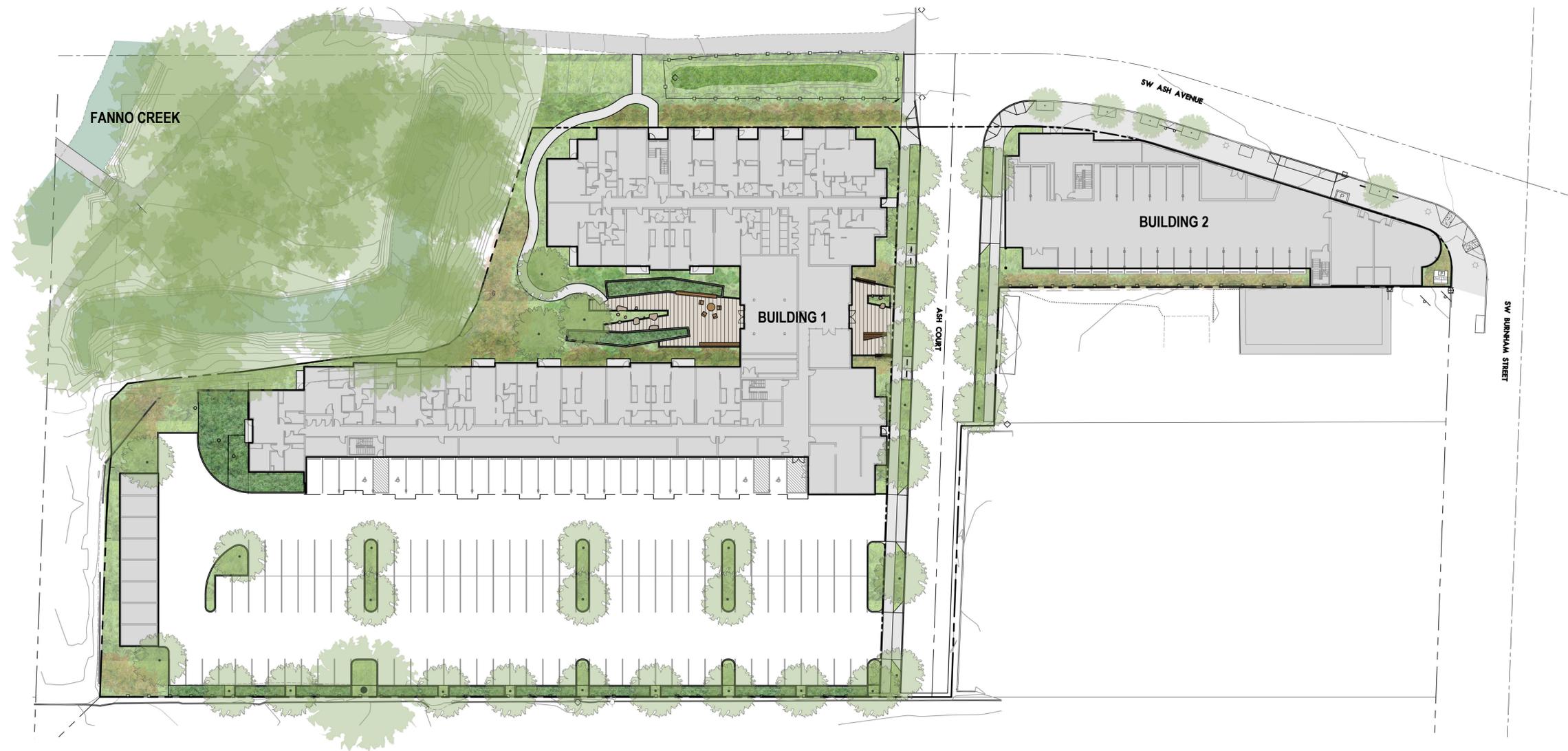
Attachments

Burnham Ash Open House materials



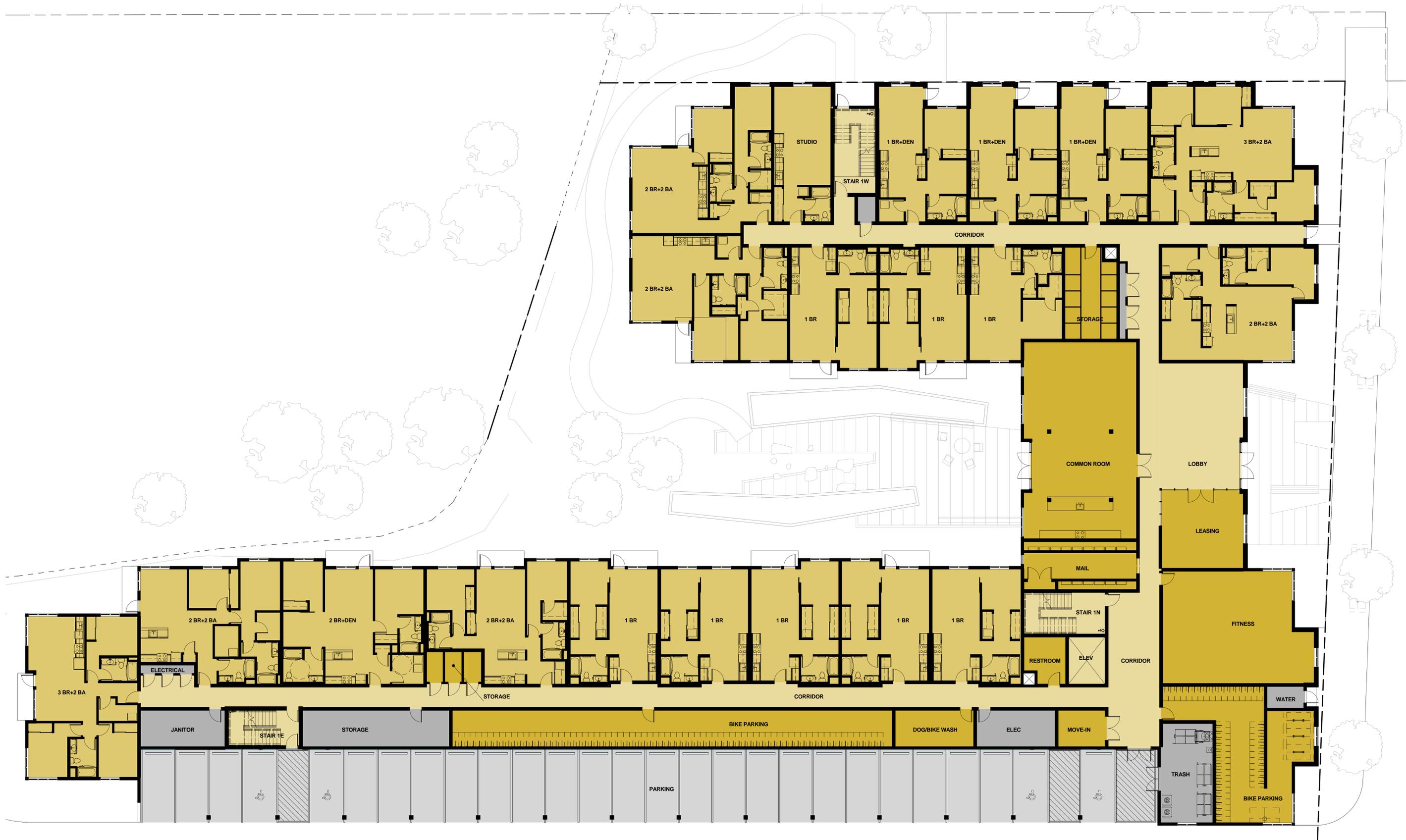






SITE PLAN 1
1" = 30'-0"

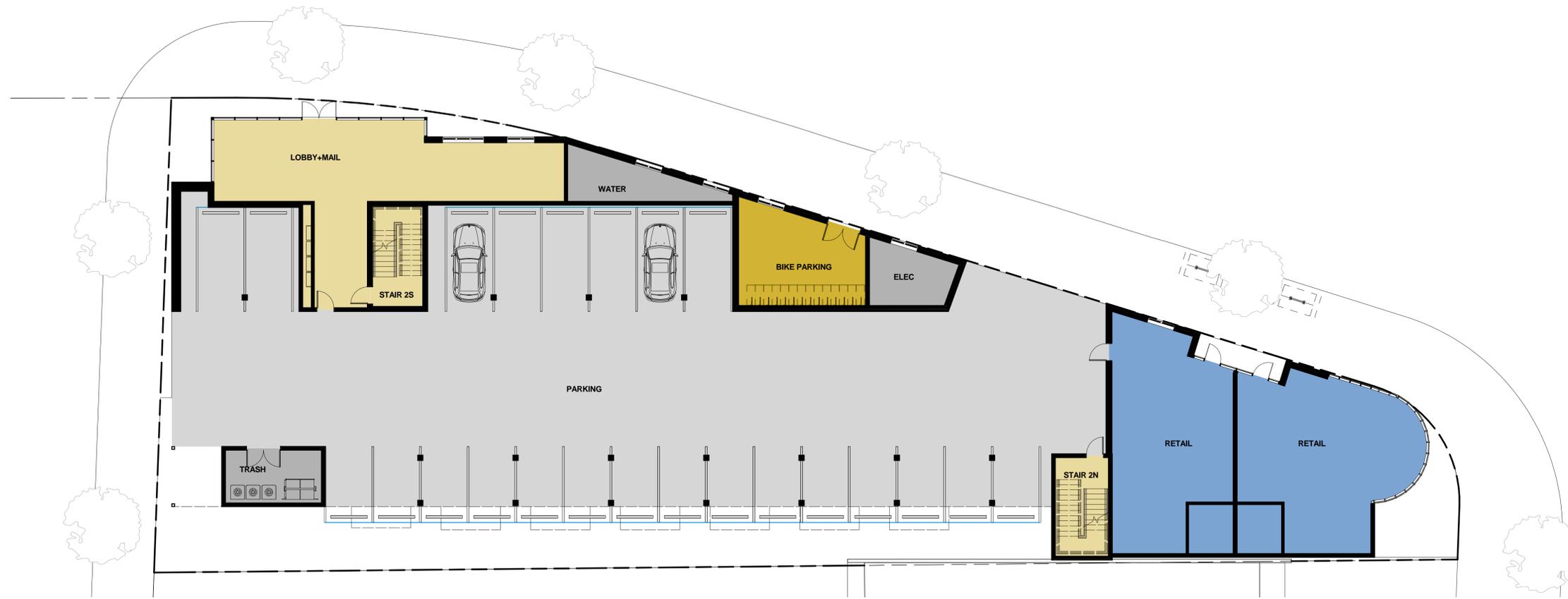
lango . hansen LANDSCAPE ARCHITECTS PC



FLOOR PLAN - BLDG 1 - LEVEL 1 1
 3/32" = 1'-0"



FLOOR PLAN - BLDG 1 - LEVEL 2-3 1
3/32" = 1'-0"



FLOOR PLAN - BLDG 2 - LEVEL 1 1
3/32" = 1'-0"



FLOOR PLAN - BLDG 2 - LEVEL 2-3 2
3/32" = 1'-0"

AIS-2119

5.

CCDA Agenda

Meeting Date: 05/05/2015

Length (in minutes): 10 Minutes

Agenda Title: Update on Ash Avenue Dog Park Relocation

Submitted By: Sean Farrelly,
Community
Development

Item Type: Update, Discussion,
Direct Staff

Meeting Type: City Center
Development
Agency

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Update on Downtown Ash Avenue Dog Park.

STAFF RECOMMENDATION / ACTION REQUEST

Staff requests the Board's comments on the presentation.

KEY FACTS AND INFORMATION SUMMARY

As part of the Burnham/Ash Mixed Use project Development and Disposition Agreement, the City Center Development Agency agreed to relocate the Ash Avenue Dog Park. The existing dog park site will be redeveloped, together with the Public Works Yard, into two buildings with 157 market rate apartments and 2,000 square feet of commercial space.

The new site of the Ash Avenue Dog Park is diagonally across the street from the site, the city-owned former Zuber house property. A feasibility study conducted by an engineering consultant and city staff considered the Zuber site and another city-owned site partially in the Fanno Creek Park floodplain and behind B&B Printing. The study determined a preference for the Zuber house site due to its similar size, the site's visibility, existing water service, and the lower cost to build the project. The new site is 0.28 acres, while the existing site is 0.35 acres. A representative of the Dog Park Committee has worked with staff and the project consultant on the choice of the location and the design of the new park.

The Zuber house was purchased in 2011 as part of the Burnham Street and Ash Avenue improvements. It housed Public Works facilities staff until March 2015. The staff has been

relocated to the new leased facility at 8965 SW Burnham. A pre-demolition study of the Zuber house determined the presence of some lead paint and asbestos, so the demolition contractor required an abatement sub-contractor. The signed contract amount for the demolition was \$24,848. The house was demolished on April 21, 2015. The large trees on the north side of the property will be preserved.

Like the existing dog park, the majority of the surface will be wood chips with a small concrete area. Many of the elements of the existing park will be re-used at the new site, including benches, sign, shelter, tool shed, scoop dispenser, water fountain, and the dog-friendly hydrant and concrete pipe amenities. New street trees will be planted.

The amount of down time between closure of the existing park and opening of the new park will be minimized, so for that reason the chain link fencing will not be re-used. A brief closure will allow for relocation of dog park amenities into the new park. The city will communicate any closure of the Ash Avenue Dog Park by informing the dog park committee, posting signage at the park (directing them to nearby Potso Dog Park) and posting information on the city website. The current schedule has the new dog park opening the week of June 29, 2015.

Attachment 1 consists of the preliminary plans for the new dog park. These plans do not reflect staff comments. The revised final plans will be available at the May 5 CCDA meeting.

OTHER ALTERNATIVES

The Board of the CCDA could provide a different direction to staff.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard City Council 2015-17 Goals and Milestones

Goal #2. Make Downtown Tigard a Place Where People Want to Be
Support residential and mixed use development in walkable and transit-supported areas by completing the Ash Avenue/Burnham Street Redevelopment project.

City Center Urban Renewal Plan

DATES OF PREVIOUS CONSIDERATION

September 2, 2014

October 28, 2014

January 27, 2015

Fiscal Impact

Cost: 150,000

Budgeted (yes or no): Yes

Where Budgeted (department/program): CCDA

Additional Fiscal Notes:

The budget for the relocation of the dog park, including the demolition of the Zuber house is \$150,000.

Attachments

Preliminary Dog Park Plans

IMPROVEMENT DRAWINGS

FOR

TIGARD DOG PARK RELOCATION

TIGARD, WASHINGTON COUNTY, OREGON
MARCH 2015



EXP: DECEMBER 31, 2015

DATE SIGNED:

TIGARD DOG PARK RELOCATION



VICINITY MAP
NTS

UTILITIES AND TOPOGRAPHIC FEATURES

- SANITARY SEWER
- STORM DRAIN
- EXISTING WATER (EX W)
- PROPOSED WATER SERVICE
- FENCE
- RIGHT OF WAY
- PROPERTY LINE

- FIRE HYDRANT DECORATION
- WATER METER
- WATER VALVE
- CATCH BASIN
- CLEAN OUT
- STREET SIGN
- POWER POLE
- IRRIGATION VALVE ROUND
- BACKFLOW PREVENTION (DCDV)
- STORM DRAIN (SD) VAULT
- TREES AND SHRUBS
 - DECIDUOUS
 - EVERGREEN
- COMMUNICATION PEDESTAL
- DETECTABLE WARNING STRIP
- LIGHT POLE
- DOWN SPOUT (DS)
- PROTECT
- BENCH
 - STYLE 1
 - STYLE 2
- DOG SHAPED BICYCLE RACK
- GARBAGE CAN
- WATER FOUNTAIN

- MATERIAL IDENTIFICATION
- EARTH
 - CONCRETE
 - ENGINEERED WOOD
 - 3/4" - O CLEAN AGG.
 - ASPHALT

CONTRACTOR TO PROTECT

SHEET INDEX	
DRAWING NO.	DRAWING NAME
C-0.01	COVER SHEET
C-1.01	EXISTING CONDITIONS 1
C-1.03	EXISTING CONDITIONS 2
C-1.05	DEMO 1
C-1.07	DEMO 2
C-1.09	SITE PLAN
C-5.01	FENCE DETAIL
C-5.03	DETAILS

CITY OF TIGARD
TIGARD, OREGON

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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 APPROVED:
 SHEET TITLE

COVER SHEET

C-0.01

CONSTRUCTION WILL BE IN ACCORDANCE WITH THESE DRAWINGS, CITY OF TIGARD STANDARD PLANS, AND CITY OF TIGARD STANDARD CONSTRUCTION SPECIFICATIONS.

ATTENTION EXCAVATORS
 OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.



EXP: DECEMBER 31, 2015

DATE SIGNED:

TIGARD DOG PARK RELOCATION

CITY OF TIGARD

TIGARD, OREGON

REVISIONS			
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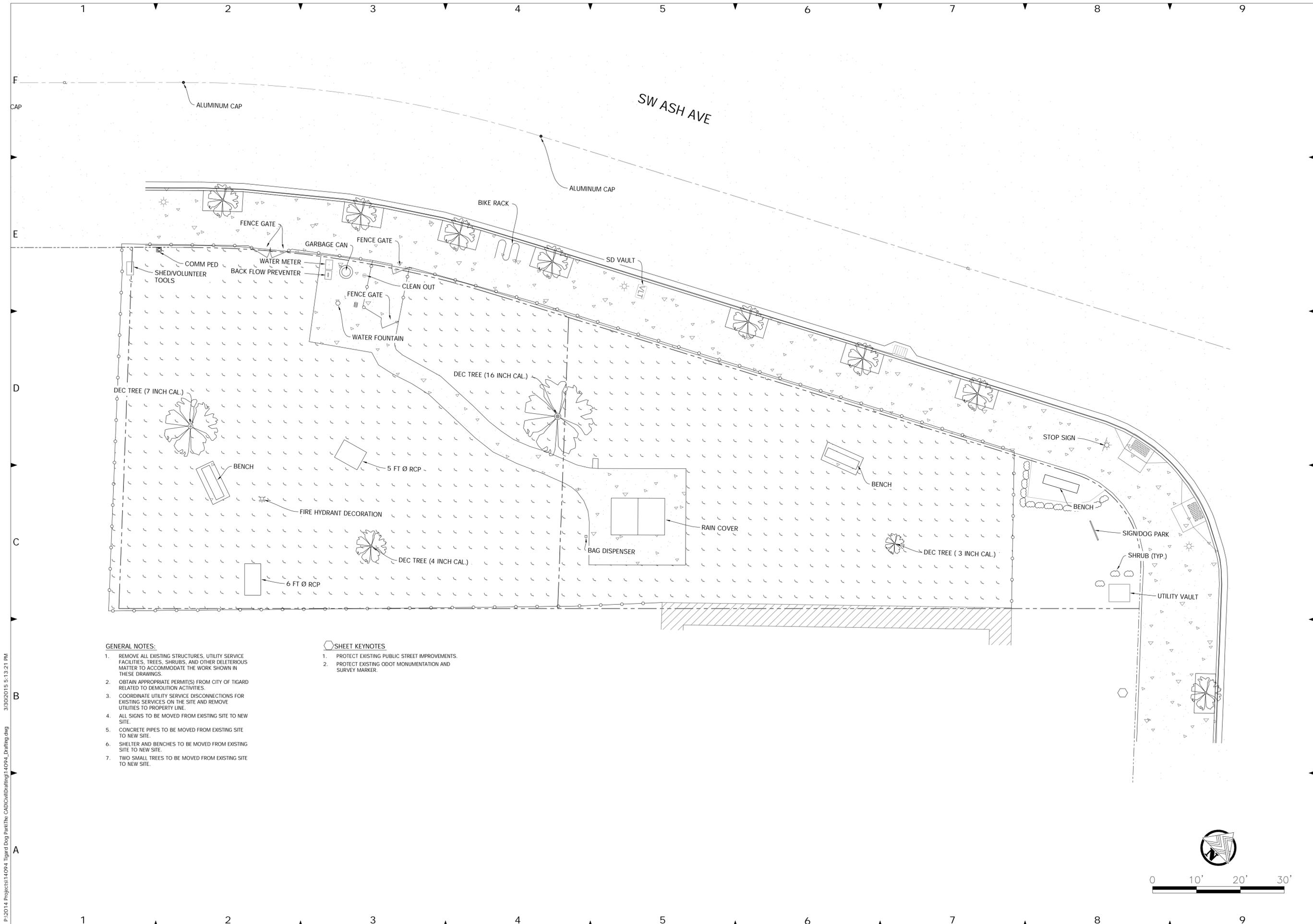
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SHEET TITLE

EXISTING
CONDITIONS 1

C-1.01



GENERAL NOTES:

1. REMOVE ALL EXISTING STRUCTURES, UTILITY SERVICE FACILITIES, TREES, SHRUBS, AND OTHER DELETERIOUS MATTER TO ACCOMMODATE THE WORK SHOWN IN THESE DRAWINGS.
2. OBTAIN APPROPRIATE PERMIT(S) FROM CITY OF TIGARD RELATED TO DEMOLITION ACTIVITIES.
3. COORDINATE UTILITY SERVICE DISCONNECTIONS FOR EXISTING SERVICES ON THE SITE AND REMOVE UTILITIES TO PROPERTY LINE.
4. ALL SIGNS TO BE MOVED FROM EXISTING SITE TO NEW SITE.
5. CONCRETE PIPES TO BE MOVED FROM EXISTING SITE TO NEW SITE.
6. SHELTER AND BENCHES TO BE MOVED FROM EXISTING SITE TO NEW SITE.
7. TWO SMALL TREES TO BE MOVED FROM EXISTING SITE TO NEW SITE.

SHEET KEYNOTES

1. PROTECT EXISTING PUBLIC STREET IMPROVEMENTS.
2. PROTECT EXISTING ODOT MONUMENTATION AND SURVEY MARKER.

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EXP: DECEMBER 31, 2015

DATE SIGNED:

- GENERAL NOTES:**
1. REMOVE EXISTING HOUSE, TREES, SHRUBS, ROOTS, AND OTHER DELETERIOUS MATTER TO ACCOMMODATE THE WORK SHOWN IN THESE DRAWINGS.
 2. BASEMENT BOTTOM WILL NEED TO BE BROKEN UP AND BASEMENT WILL BE BACKFILLED WITH GRAVEL FROM THE PARKING LOT.
 3. OBTAIN APPROPRIATE PERMIT(S) FROM CITY OF TIGARD RELATED TO DEMOLITION ACTIVITIES.
 4. COORDINATE UTILITIES SERVICE DISCONNECTIONS FOR EXISTING SERVICES ON SITE.
 5. DRIVEWAY TO REMAIN AND BE LEFT OPEN AS TURNAROUND FOR VEHICLES.

TIGARD DOG PARK RELOCATION

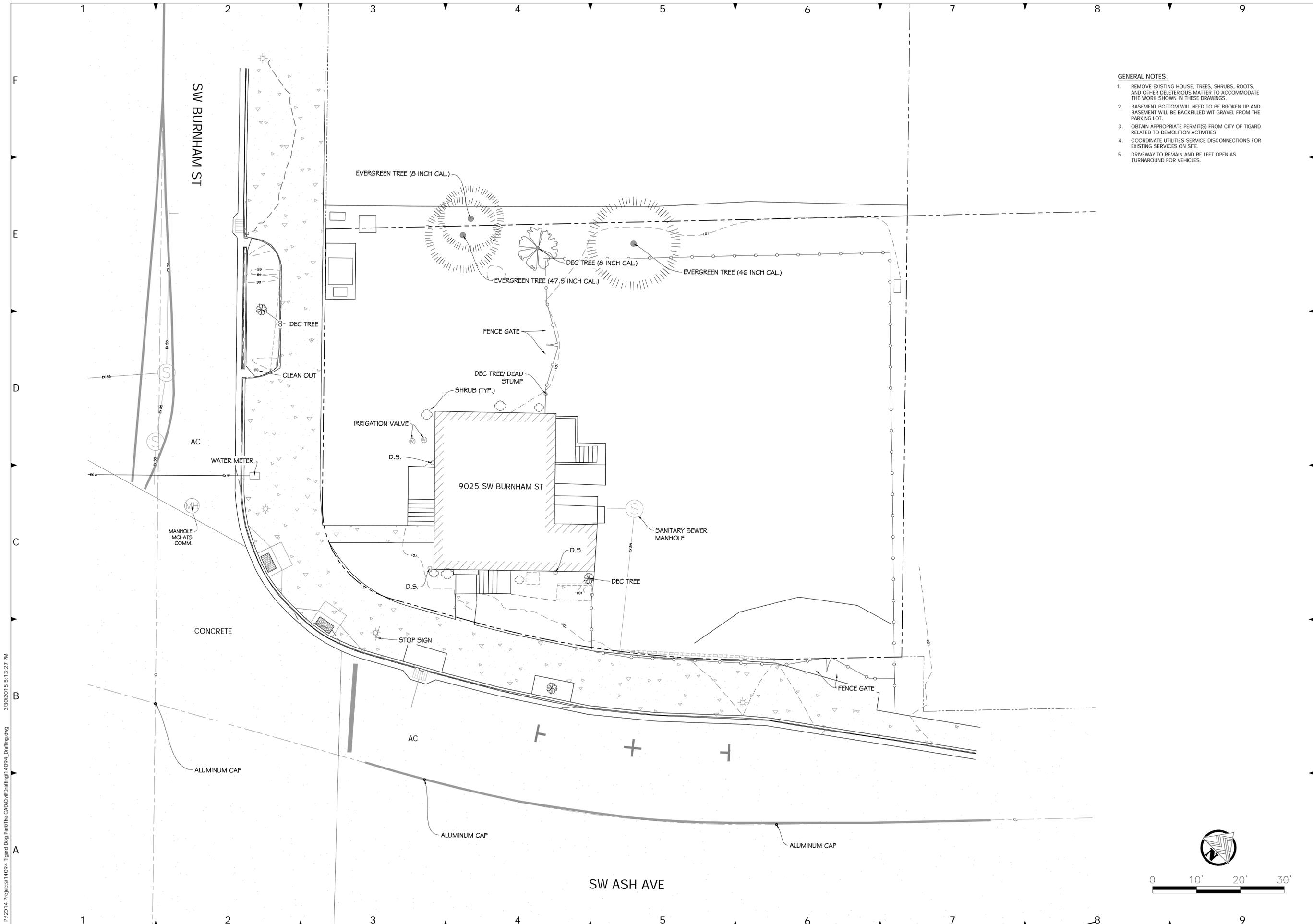
CITY OF TIGARD
 TIGARD, OREGON

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 SHEET TITLE

EXISTING CONDITIONS
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C-1.03



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DATE SIGNED:

TIGARD DOG PARK RELOCATION

CITY OF TIGARD

TIGARD, OREGON

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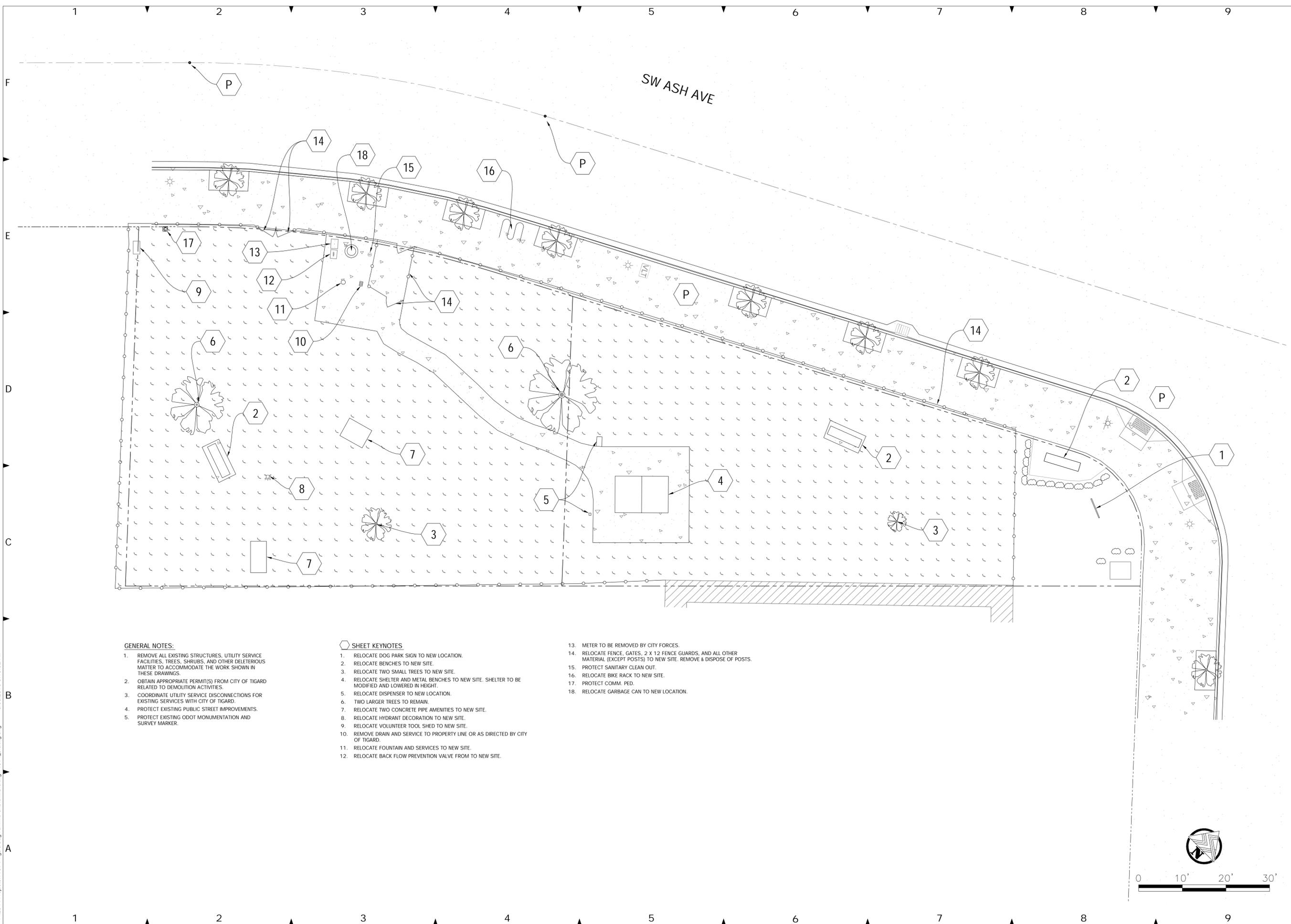
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SHEET TITLE

DEMO 1

C-1.05



GENERAL NOTES:

- REMOVE ALL EXISTING STRUCTURES, UTILITY SERVICE FACILITIES, TREES, SHRUBS, AND OTHER DELETERIOUS MATTER TO ACCOMMODATE THE WORK SHOWN IN THESE DRAWINGS.
- OBTAIN APPROPRIATE PERMIT(S) FROM CITY OF TIGARD RELATED TO DEMOLITION ACTIVITIES.
- COORDINATE UTILITY SERVICE DISCONNECTIONS FOR EXISTING SERVICES WITH CITY OF TIGARD.
- PROTECT EXISTING PUBLIC STREET IMPROVEMENTS.
- PROTECT EXISTING ODOT MONUMENTATION AND SURVEY MARKER.

SHEET KEYNOTES

- RELOCATE DOG PARK SIGN TO NEW LOCATION.
- RELOCATE BENCHES TO NEW SITE.
- RELOCATE TWO SMALL TREES TO NEW SITE.
- RELOCATE SHELTER AND METAL BENCHES TO NEW SITE. SHELTER TO BE MODIFIED AND LOWERED IN HEIGHT.
- RELOCATE DISPENSER TO NEW LOCATION.
- TWO LARGER TREES TO REMAIN.
- RELOCATE TWO CONCRETE PIPE AMENITIES TO NEW SITE.
- RELOCATE HYDRANT DECORATION TO NEW SITE.
- RELOCATE VOLUNTEER TOOL SHED TO NEW SITE.
- REMOVE DRAIN AND SERVICE TO PROPERTY LINE OR AS DIRECTED BY CITY OF TIGARD.
- RELOCATE FOUNTAIN AND SERVICES TO NEW SITE.
- RELOCATE BACK FLOW PREVENTION VALVE FROM TO NEW SITE.
- METER TO BE REMOVED BY CITY FORCES.
- RELOCATE FENCE, GATES, 2 X 12 FENCE GUARDS, AND ALL OTHER MATERIAL (EXCEPT POSTS) TO NEW SITE. REMOVE & DISPOSE OF POSTS.
- PROTECT SANITARY CLEAN OUT.
- RELOCATE BIKE RACK TO NEW SITE.
- PROTECT COMM. PED.
- RELOCATE GARBAGE CAN TO NEW LOCATION.



EXP: DECEMBER 31, 2015

DATE SIGNED:

TIGARD DOG PARK RELOCATION

CITY OF TIGARD

TIGARD, OREGON

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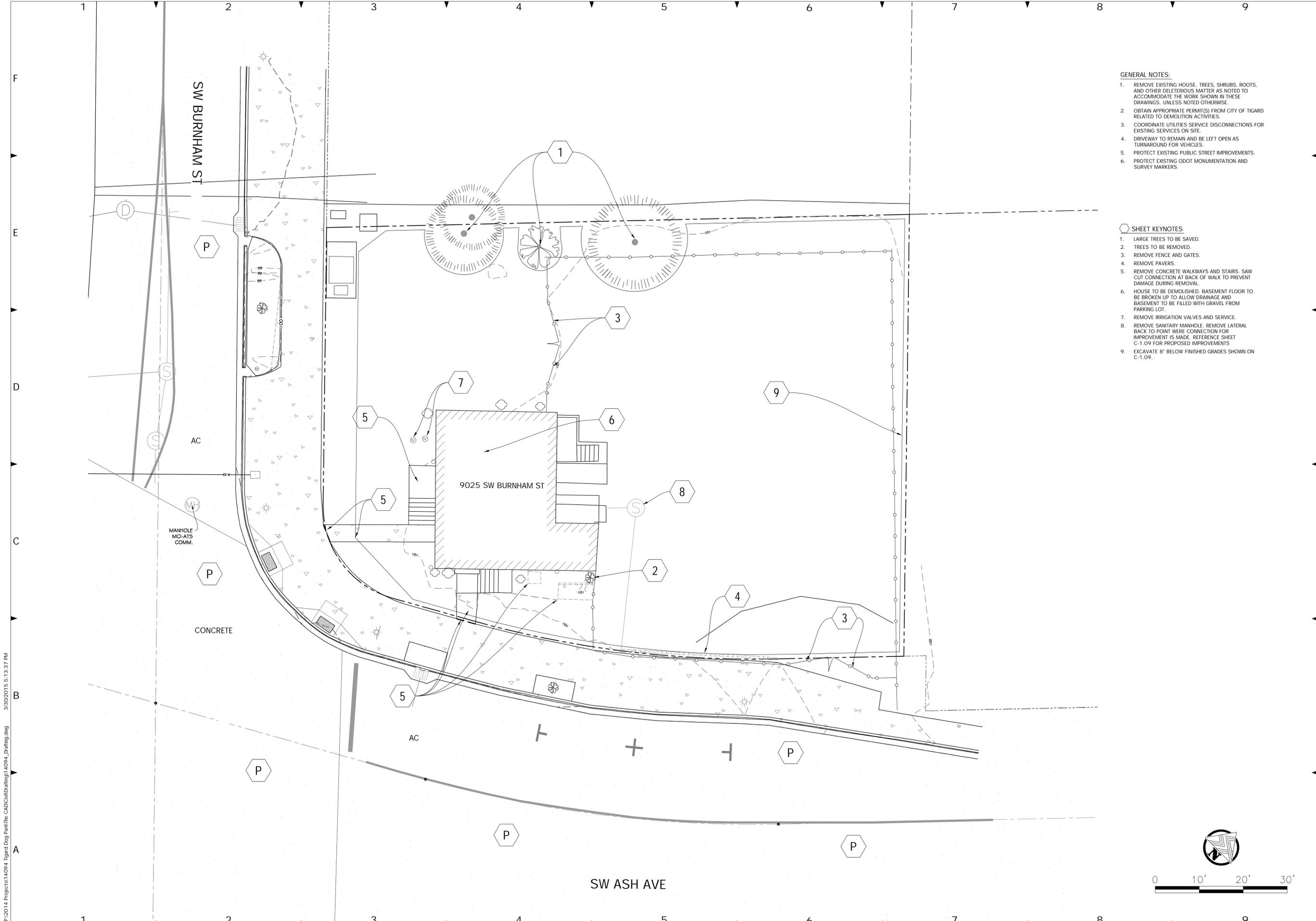
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GENERAL NOTES:

- REMOVE EXISTING HOUSE, TREES, SHRUBS, ROOTS, AND OTHER DELETERIOUS MATTER AS NOTED TO ACCOMMODATE THE WORK SHOWN IN THESE DRAWINGS, UNLESS NOTED OTHERWISE.
- OBTAIN APPROPRIATE PERMIT(S) FROM CITY OF TIGARD RELATED TO DEMOLITION ACTIVITIES.
- COORDINATE UTILITIES SERVICE DISCONNECTIONS FOR EXISTING SERVICES ON SITE.
- DRIVEWAY TO REMAIN AND BE LEFT OPEN AS TURNAROUND FOR VEHICLES.
- PROTECT EXISTING PUBLIC STREET IMPROVEMENTS.
- PROTECT EXISTING ODOT MONUMENTATION AND SURVEY MARKERS.

SHEET KEYNOTES

- LARGE TREES TO BE SAVED.
- TREES TO BE REMOVED.
- REMOVE FENCE AND GATES.
- REMOVE PAVERS.
- REMOVE CONCRETE WALKWAYS AND STAIRS. SAW CUT CONNECTION AT BACK OF WALK TO PREVENT DAMAGE DURING REMOVAL.
- HOUSE TO BE DEMOLISHED. BASEMENT FLOOR TO BE BROKEN UP TO ALLOW DRAINAGE AND BASEMENT TO BE FILLED WITH GRAVEL FROM PARKING LOT.
- REMOVE IRRIGATION VALVES AND SERVICE.
- REMOVE SANITARY MANHOLE. REMOVE LATERAL BACK TO POINT WHERE CONNECTION FOR IMPROVEMENT IS MADE. REFERENCE SHEET C-1.09 FOR PROPOSED IMPROVEMENTS
- EXCAVATE 8" BELOW FINISHED GRADES SHOWN ON C-1.09.



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EXP: DECEMBER 31, 2015

DATE SIGNED:

USABLE AREA = 11,221.65 SF

GENERAL SHEET NOTES

- THREE TREES ON THE NORTH WEST FENCE LINE TO BE SAVED.

KEYNOTES - WORK BY CONTRACTOR

- CONTRACTOR TO INSTALL 4' BLACK VINYL COATED CHAIN LINK FENCE WITH 2-PRESSURE TREATED 2 X 12 FENCE GUARDS ALONG FRONTAGE. REFERENCE DETAIL C-5.01/ 1&2.
- CONTRACTOR TO INSTALL METAL CANOPY.
- CONTRACTOR TO INSTALL 3 METAL PARK BENCHS (NO-BACK). ORIENT BENCHES PER CITY OF TIGARD DIRECTIONS.
- CONTRACTOR TO INSTALL 2 METAL PARK BENCHS (WITH-BACK). FACING INTO PARK.
- CONTRACTOR TO INSTALL HYDRANT AMENITY.
- CONTRACTOR TO INSTALL SCOOP DISPENSER.
- CONTRACTOR TO INSTALL WOOD PARK BENCH.
- CONTRACTOR TO INSTALL WATER FOUNTAIN AND PROVIDE FROST FREE HYDRANT OR SPIGOT FOR DOG WATER. CONNECT TO EXISTING WATER AND SANITARY SERVICES.
- CONTRACTOR TO INSTALL METAL TRASH ENCLOSURE.
- CONTRACTOR TO INSTALL DOG SHAPED BIKE RACK.
- CONTRACTOR TO INSTALL CONCRETE PIPE.
- CONTRACTOR TO INSTALL 20' WIDE MAINTENANCE ACCESS DOUBLE GATES.
- CONTRACTOR TO REMOVE LOWER BRANCHES TO PROVIDE 7' HEAD CLEARANCE.
- CONTRACTOR TO INSTALL 9' X 9' AREA DRAIN WITH GALV. STEEL GRATE. INSTALL PVC TO EXISTING SERVICE LINE. RIM ELEV. 100.50.
- CONTRACTOR TO INSTALL BACK FLOW PREVENTION. REFERENCE DETAIL C-5.03/1.
- CONTRACTOR TO INSTALL 4' WIDE GATES.
- CONTRACTOR TO INSTALL 6' TALL BLACK VINYL COATED FENCE WITH 2 PRESSURE TREATED 2 X 12 FENCE GUARDS. REFERENCE DETAIL C-5.01/ 1&2.
- TWO TREES TO BE RELOCATED FROM EXISTING DOG PARK.
- INSTALL TWO NEW 3" CALIBER TREES.
- CONTRACTOR TO INSTALL THREE 7' WIDE BY 22' LONG PARKING STALL MARKERS.
- TRANSITIONS FROM 6' TO 4' FENCE.
- INSTALL VOLUNTEER TOOL SHED.
- INSTALL 6" COMPACTED 3/4"-Ø CRUSHED AGG.

KEYNOTES - WORK BY CITY FORCES

- CONTRACTOR TO INSTALL DOG PARK SIGN.

TIGARD DOG PARK RELOCATION

CITY OF TIGARD

TIGARD, OREGON

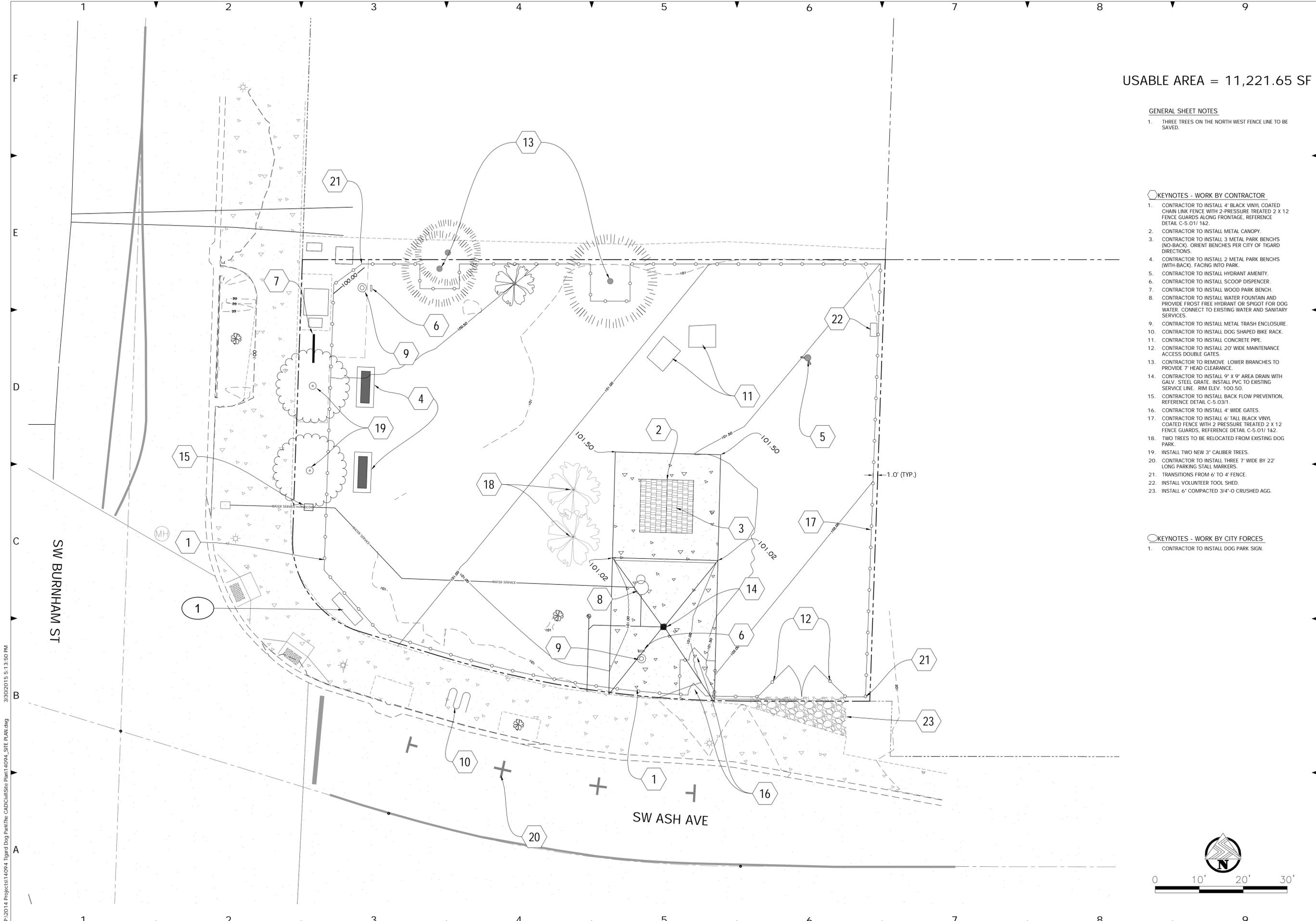
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SHEET TITLE

SITE PLAN

C-1.09



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EXP: DECEMBER 31, 2015

DATE SIGNED:

TIGARD DOG PARK RELOCATION

CITY OF TIGARD

TIGARD, OREGON

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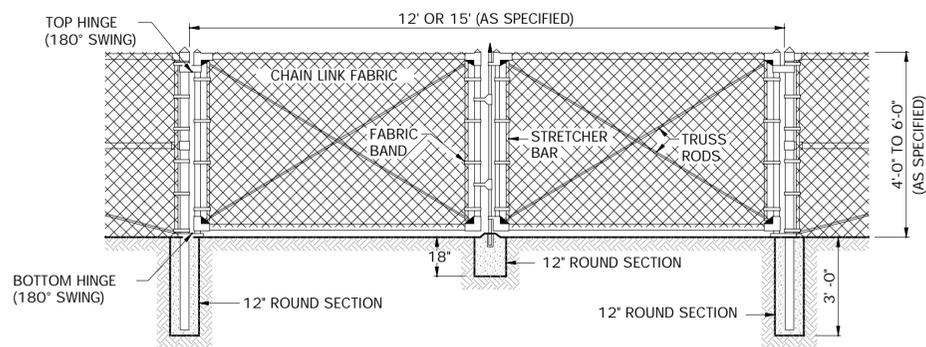
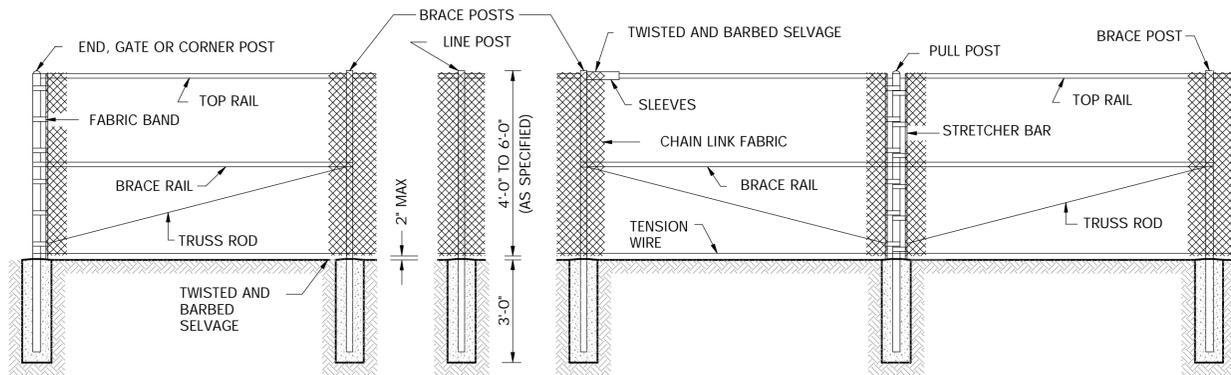
FENCE DETAIL

C-5.01

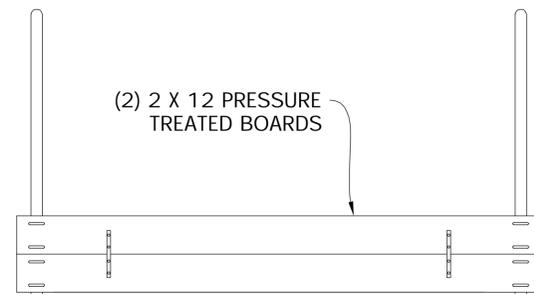
MEMBER	NOMINAL DIA (IN)	MATERIAL
BRACE RAIL	1.660	GALV TUBULAR STL
GATE FRAME	2.00	GALV TUBULAR STL
LINE POSTS	2.375	GALV TUBULAR STL
END & CORNER POST	2.875	GALV TUBULAR STL
CHAIN LINK FABRIC		9 GA. W/GREEN OR BLACK PVC COATING.
	GATE OPENING (ft)	NOMINAL DIA (IN)
GATE POST	12' OR 15'	4
		MATERIAL
		GALV TUBULAR STL

NOTES:

- ALL FITTINGS, FASTENERS, & AND FABRIC TIES SHALL BE HOT DIP GALV.
- CONC SHALL BE MIN 2500 PSI @ 28 DAYS.
- PROVIDE BRACE RAIL BETWEEN END POSTS AND LINE POSTS. LENGTHS AS REQ'D.
- PROVIDE GATE STOPS AND DROP RECEIVERS SET IN CONCRETE, EACH GATE.
- PROVIDE EXTENSION ARMS ON LINE, END AND CORNER POSTS & GATE POSTS AS REQ'D.
- PROVIDE SIGHT OBSCURING SLATS WITH ALL WASTEWATER PUMP STATIONS.
- CENTER BRACE RAIL NOT REQUIRED WITH FENCE HEIGHT OF 5' OR LESS.
- ALL POSTS AND RAILS TO MATCH FENCE COLOR.



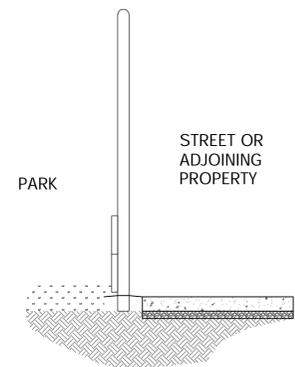
1 FENCE DETAIL
SCALE: N.T.S.



NOTE:

REUSE MATERIALS FROM EXISTING SITE. FABRICATE ADDITIONAL AS NEEDED.

2 FENCE GUARD DETAIL
SCALE: N.T.S.





EXP: DECEMBER 31, 2015

DATE SIGNED:

TIGARD DOG PARK RELOCATION

CITY OF TIGARD
 TIGARD, OREGON

REVISIONS			
NO.	DESCRIPTION	DATE	BY

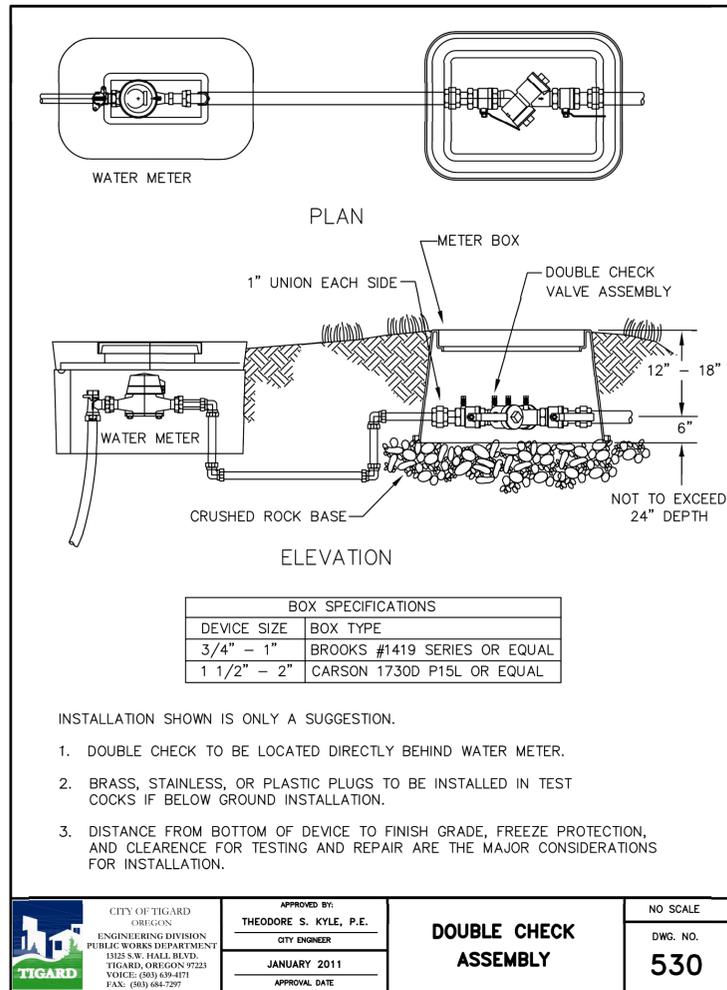
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APPROVED:

SHEET TITLE

DETAILS

C-5.03

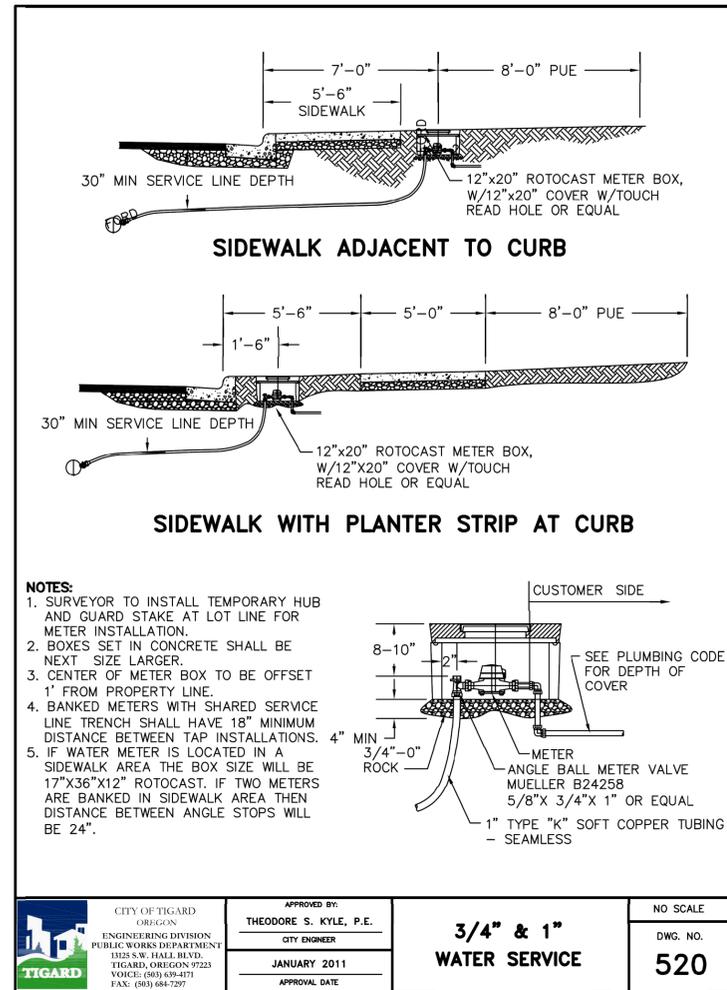


BOX SPECIFICATIONS	
DEVICE SIZE	BOX TYPE
3/4" - 1"	BROOKS #1419 SERIES OR EQUAL
1 1/2" - 2"	CARSON 1730D P15L OR EQUAL

INSTALLATION SHOWN IS ONLY A SUGGESTION.

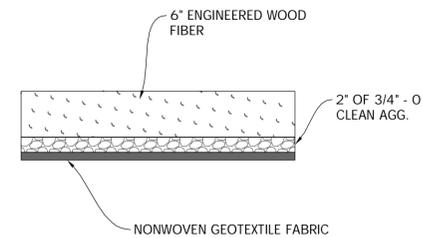
- DOUBLE CHECK TO BE LOCATED DIRECTLY BEHIND WATER METER.
- BRASS, STAINLESS, OR PLASTIC PLUGS TO BE INSTALLED IN TEST COCKS IF BELOW GROUND INSTALLATION.
- DISTANCE FROM BOTTOM OF DEVICE TO FINISH GRADE, FREEZE PROTECTION, AND CLEARANCE FOR TESTING AND REPAIR ARE THE MAJOR CONSIDERATIONS FOR INSTALLATION.

CITY OF TIGARD OREGON ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 1325 S.W. HALL BLVD. TIGARD, OREGON 97223 VOICE: (503) 639-4171 FAX: (503) 684-7297	APPROVED BY: THEODORE S. KYLE, P.E. CITY ENGINEER	DOUBLE CHECK ASSEMBLY NO SCALE DWG. NO. 530
	JANUARY 2011	
	APPROVAL DATE	

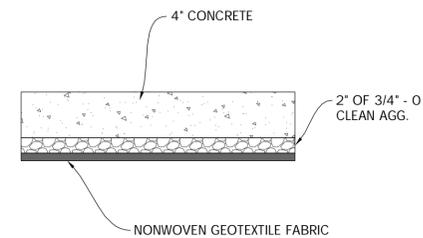


- NOTES:**
- SURVEYOR TO INSTALL TEMPORARY HUB AND GUARD STAKE AT LOT LINE FOR METER INSTALLATION.
 - BOXES SET IN CONCRETE SHALL BE NEXT SIZE LARGER.
 - CENTER OF METER BOX TO BE OFFSET 1' FROM PROPERTY LINE.
 - BANKED METERS WITH SHARED SERVICE LINE TRENCH SHALL HAVE 18" MINIMUM DISTANCE BETWEEN TAP INSTALLATIONS.
 - IF WATER METER IS LOCATED IN A SIDEWALK AREA THE BOX SIZE WILL BE 17"x36"x12" ROTOCAST. IF TWO METERS ARE BANKED IN SIDEWALK AREA THEN DISTANCE BETWEEN ANGLE STOPS WILL BE 24".

CITY OF TIGARD OREGON ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 1325 S.W. HALL BLVD. TIGARD, OREGON 97223 VOICE: (503) 639-4171 FAX: (503) 684-7297	APPROVED BY: THEODORE S. KYLE, P.E. CITY ENGINEER	3/4" & 1" WATER SERVICE NO SCALE DWG. NO. 520
	JANUARY 2011	
	APPROVAL DATE	



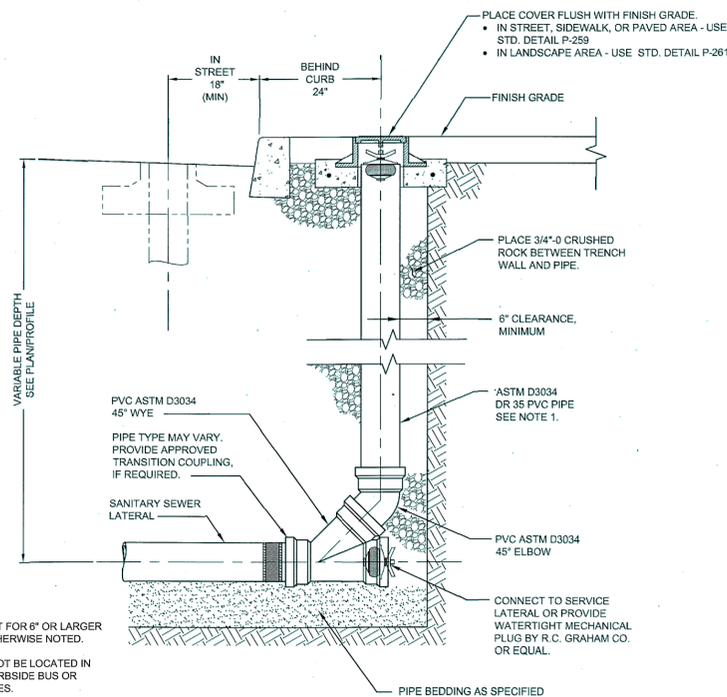
3 DOG PARK SECTION
 SCALE: N.T.S.



4 SLAB/WALK SECTION
 SCALE: N.T.S.

1 REDUCED PRESSURE BACKFLOW
 SCALE: N.T.S.

2 WATER SERVICE
 SCALE: N.T.S.



- NOTES:**
- USE 6" DIA. CLEANOUT FOR 6" OR LARGER DIA. PIPE UNLESS OTHERWISE NOTED.
 - CLEANOUTS SHALL NOT BE LOCATED IN BIKE PATHS OR IN CURBSIDE BUS OR TRUCK LOADING ZONES.
 - POUR COMMERCIAL GRADE CONCRETE COLLAR AGAINST CURB WHEN DISTANCE BETWEEN CURB AND COLLAR IS LESS THAN 6 INCHES.

5 SANITARY SEWER CLEAN OUT
 SCALE: N.T.S.

P:\2014 Projects\14094 Tigard Dog Park\The CAD\dwg\Drafting\Details\14094_DETAILS.dwg 3/30/2015 5:14:07 PM

AIS-2118

6.

CCDA Agenda

Meeting Date: 05/05/2015

Length (in minutes): 15 Minutes

Agenda Title: Strolling Street Program Update

Submitted By: Sean Farrelly, Community Development

Item Type: Update, Discussion, Direct Staff

Meeting Type: City Center Development Agency

Public Hearing: No

Publication Date:

Information

ISSUE

Update on Strolling Street Program.

STAFF RECOMMENDATION / ACTION REQUEST

The Board of the CCDA is requested to receive the presentation and provide feedback.

KEY FACTS AND INFORMATION SUMMARY

In 2013, the City of Tigard announced a new strategic plan and vision to become the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives. Main Street is one of the city's best opportunities to create a true "strolling street:" a street that attracts pedestrians with a comfortable and safe walking experience, buildings with attractive facades and window displays, and areas of visual delight.

The completion of the Main Street Green Street Phase I project has vastly improved the public realm of the southern half of Main Street. Walkers of all ages and abilities benefit from the improved streetscape. A Strolling Street matching grant program was proposed to improve privately owned areas between the sidewalk and building facade. Some of these areas have dead or dying landscaping and damaged paving. These spaces continue to detract from the pedestrian experience.

In March, 2014 the Board of the CCDA approved the creation of the Strolling Street program and funding was included in the 2014-15 CCDA Budget. In July 2014, the Urban Renewal Improvement Programs Joint Committee developed criteria to review the criteria for awarding the Strolling Street grants.

Applications were solicited from Main Street property and business owners in July and August; six applications were received. At its September meeting, the joint committee selected two projects to fund: 12430-12442 SW Main (Maki Sushi, Tigard Wine Crafters, and Elvia's Studio) and 12405 SW Main (Tigard Chiropractic).

Staff and landscaping consultants, Greenworks, met with the property owners to discuss their goals, preferences and potential budgets. The consultants then developed alternatives for the property owners to choose from. There was some delay in the grant awardees finalizing their preferred plans; however, both projects are slated to be built in the next 2-3 months.

The 12430-12442 SW Main Street project will be a significant project, with it being an approximately 1,100 square foot site. The project includes new paving and landscaping, a new pergola, a water feature and a seat wall. Final bids are being obtained by the property owner, but it is likely a \$30,000-35,000 project, with the CCDA reimbursing 80%.

The Tigard Chiropractic project (12405 SW Main) comprises of new landscaping and an irrigation system. Final bids are being obtained by the property owner, but it is likely a \$2,500-4,000 project, with the CCDA reimbursing 80%.

The second round of Strolling Street applications will begin in July 2015.

OTHER ALTERNATIVES

The Board could advise staff to move the program in a different direction.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Tigard City Council 2015-17 Goals and Milestones

Goal #2. Make Downtown Tigard a Place Where People Want to Be

- Support walkability by completing two Strolling Street projects.

Tigard Strategic Plan

Goal 2: Ensure development advances the vision

Tigard Downtown Improvement Plan

DATES OF PREVIOUS COUNCIL CONSIDERATION

March 4, 2014 Urban Design; Strolling Street; Proposal for program to improve private landscaping areas on Main Street

Attachments

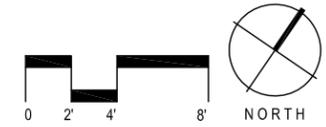
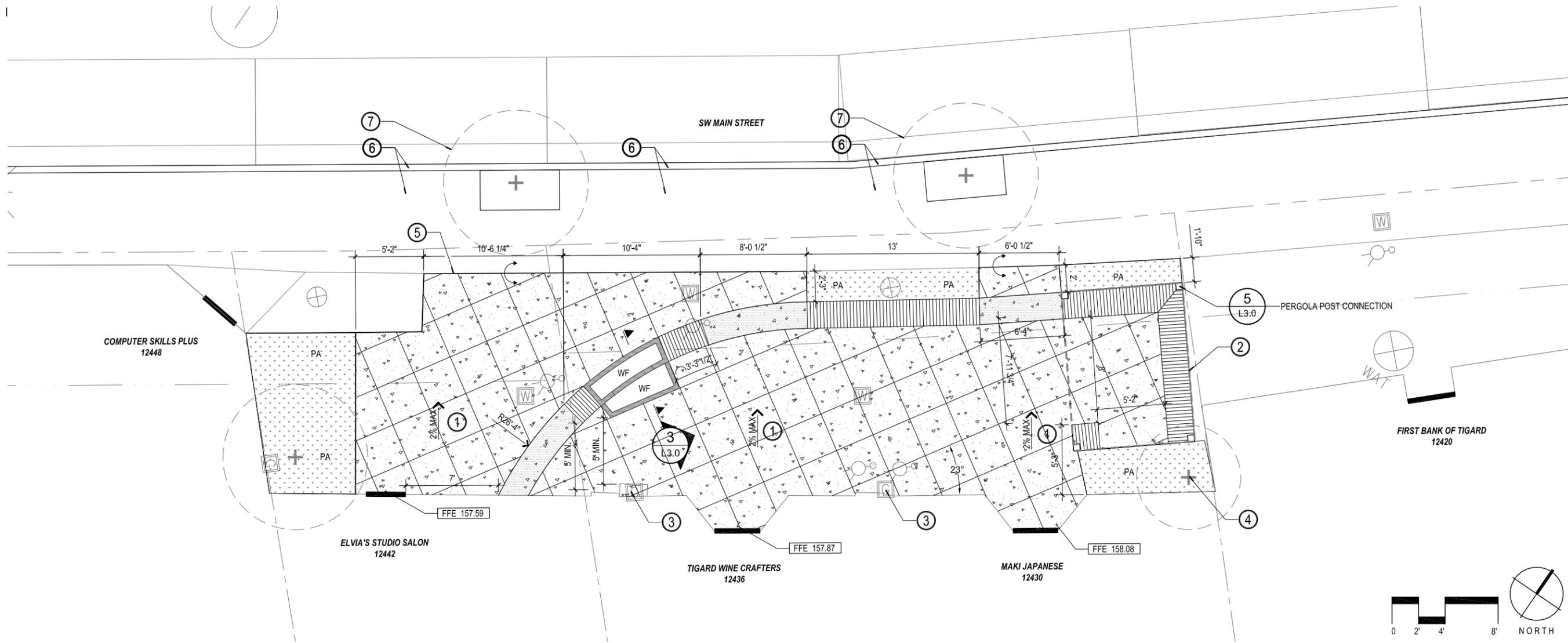
12430-12442 SW Main Plans

12405 SW Main Plans



GREENWORKS

GreenWorks, P.C.
Landscape Architecture
Environmental Design
24 NW 2nd Avenue, Suite 100
Portland, Oregon 97209
Ph: 503.222.5612 / F: 503.222.2283
Email: info@greenworkspc.com



MATERIALS LEGEND

	CONCRETE PAVING - FINISH 1: MEDIUM BROOM FINISH	① L3.0
	CONCRETE PAVING - FINISH 2: INTEGRAL COLORED CONCRETE	① L3.0
	SEATWALL	④ L3.0
	WATER FEATURE	X LX.X
	PLANTING AREA - SEE SHEET L2.0	

LAYOUT AND GRADING LEGEND

	3'-6"	DIMENSION
	X XX	SECTION / ELEVATION REF.
		ALIGN
	R2'-8 3/4"	RADIUS DIMENSION
	5'-6"	ARC DIMENSION
	XX XXX.XX	SPOT ELEVATION
	2% MAX	SLOPE

ABBREVIATIONS

EG = EXISTING GRADE
FG = FINISH GRADE
FS = FINISH SURFACE GRADE
FFE = FINISH FLOOR ELEVATION
BW = BOTTOM OF WALL
TW = TOP OF WALL

GENERAL NOTES

- DO NOT SCALE FROM THE DRAWINGS. THE LOCATION OF FEATURES NOT SPECIFICALLY DIMENSIONED MAY NOT BE DETERMINED BY SCALE. IF CONFLICTS ARISE IN FIELD, CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION.
- ALL DIMENSIONS ARE FROM OUTSIDE OF BUILDINGS, PAVING, WALLS, CURBS, ETC.
- ALL CURVED WALLS AND WALKS SHALL HAVE SMOOTH, CONTINUOUS CURVES AS INDICATED.
- CONTRACTOR TO STAKE PAVING, SEAT WALLS, AND POSTS AND HAVE OWNER'S REPRESENTATIVE APPROVE STAKING PRIOR TO INSTALLING FORMWORK.
- OWNER'S REPRESENTATIVE TO APPROVE FORMWORK FOR WALLS AND PAVEMENT PRIOR TO CONTRACTOR PLACING CONCRETE.
- CONTRACTOR TO REPORT LAYOUT DISCREPANCIES TO OWNER'S REP PRIOR TO PLACING FORMWORK.

KEY NOTES

- CONTRACTOR TO VERIFY SPOT ELEVATIONS ALONG BACK OF EXISTING WALK AND ALONG BUILDING FACE. CONFIRM CROSS SLOPES ACHIEVE POSITIVE DRAINAGE AWAY FROM THE BUILDING WITHOUT EXCEEDING 2% CROSS SLOPE.
- 120 SQUARE FOOT PERGOLA CONTRACTOR TO PROVIDE SHOP DRAWINGS OF PERGOLA STRUCTURE AND COMPONENTS FOR REVIEW BY CITY.
- EXISTING GAS METER - PRESERVE AND PROTECT.
- EXISTING GRAPE VINE - PRESERVE AND PROTECT.
- NEW PAVEMENT TO MATCH FLUSH TO EXISTING GRADE OF SIDEWALK.
- EXISTING CURB AND SIDEWALK - PRESERVE AND PROTECT.
- EXISTING STREET TREE TO REMAIN - PRESERVE AND PROTECT.

project:
**Tigard Strolling Street
Main Street Courtyard**

submital: 75% Design
sheet title:
**MATERIALS,
LAYOUT, AND
GRADING PLAN**

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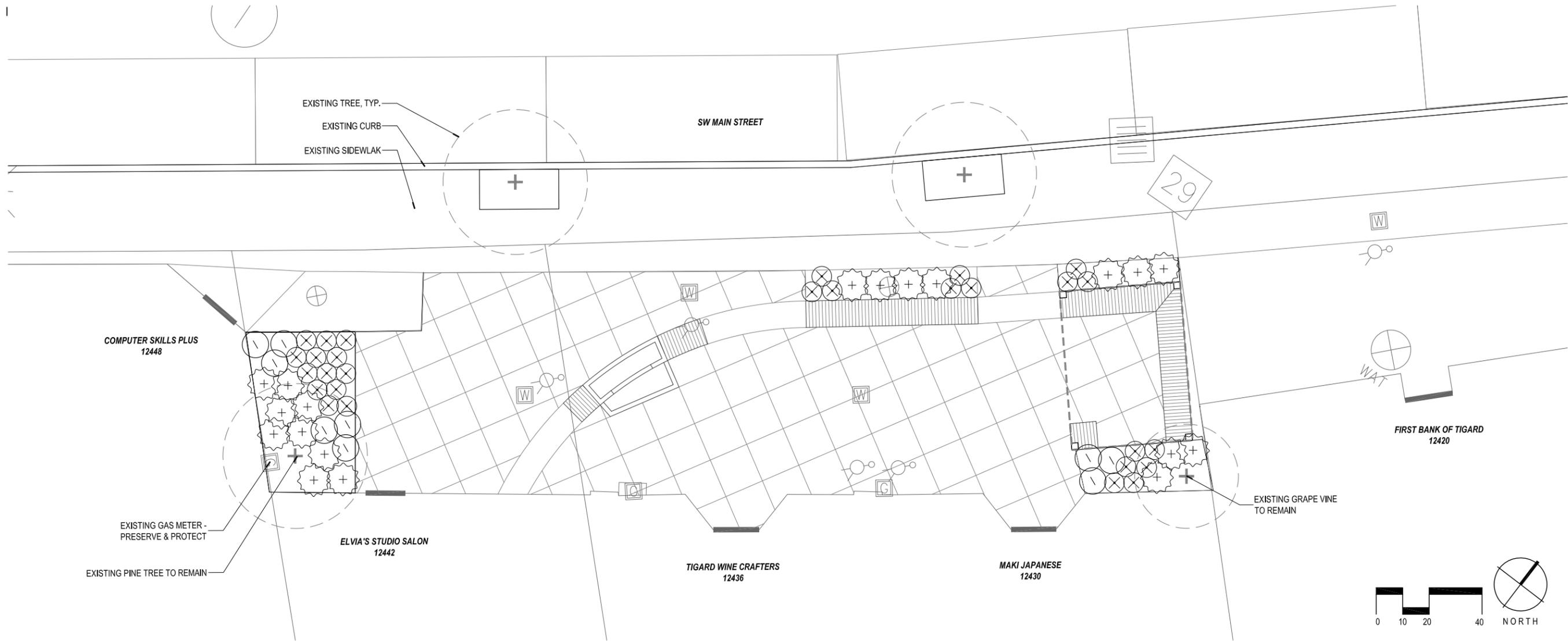
Date: 3/18/15
Revisions:

Drawn By: DS
Checked By: BJ
Job No. 114105.1
Approved:

L1.0
sheet no. X of X



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 24 NW 2nd Avenue, Suite 100
 Portland, Oregon 97209
 Ph: 503.222.5612 / F: 503.222.2283
 Email: info@greenworks-pc.com



PLANTING LEGEND

TREES

EXISTING TREE TO REMAIN
 PRESERVE AND PROTECT

SHRUBS/GRASSES/PERRENIALS/GROUNDCOVER

- CISTUS X DANSEREAU 'DECUMBENS'
 DECUMBENS ROCKROSE; 5 GAL. CONT., SPACE AS SHOWN
- CORNUS SERICEA 'KELSEY'
 KELSEY DOGWOOD; 5 GAL. CONT., SPACE AS SHOWN
- LIRIOPE MUSCARI
 BIG BLUE LIRIOPE; 2 GAL. CONT., SPACE AS SHOWN

NOTES:

1. CONTRACTOR SHALL PROVIDE TOPSOIL, SOIL AMENDMENTS AND MULCH IN ALL PLANTING AREAS. TOPSOIL TO BE A 50/50 BLEND OF COMPOST AND NATIVE TOPSOIL TO A DEPTH OF 8".
2. ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS PROVIDED AS PART OF THE DESIGN DOCUMENT PACKAGE.
3. ALL PLANTING AREAS TO BE FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE SHOP DRAWINGS INDICATING PIPE AND HEAD LAYOUT ALONG WITH A SUBMITTAL ON ALL IRRIGATION EQUIPMENT.
4. SEE SHEET L3.1 FOR PLANTING AND IRRIGATION DETAILS.

project:
**Tigard Strolling Street
 Main Street Courtyard**

submittal: **75% Design**
 sheet title:
PLANTING PLAN

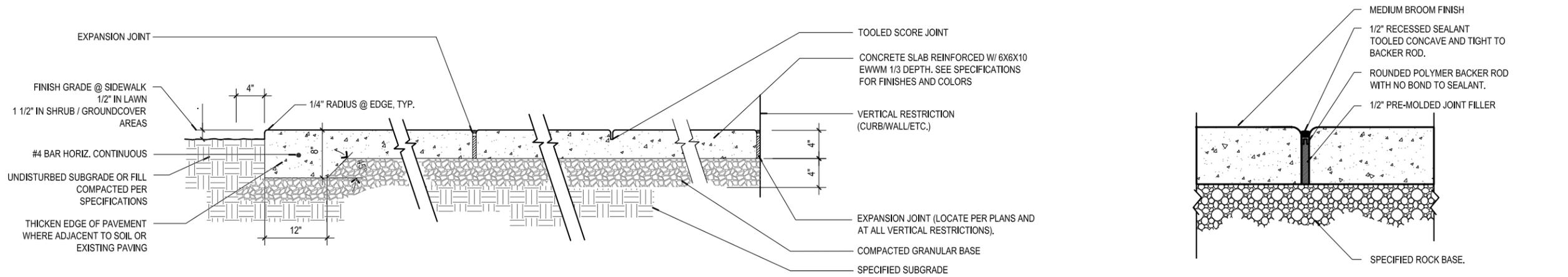
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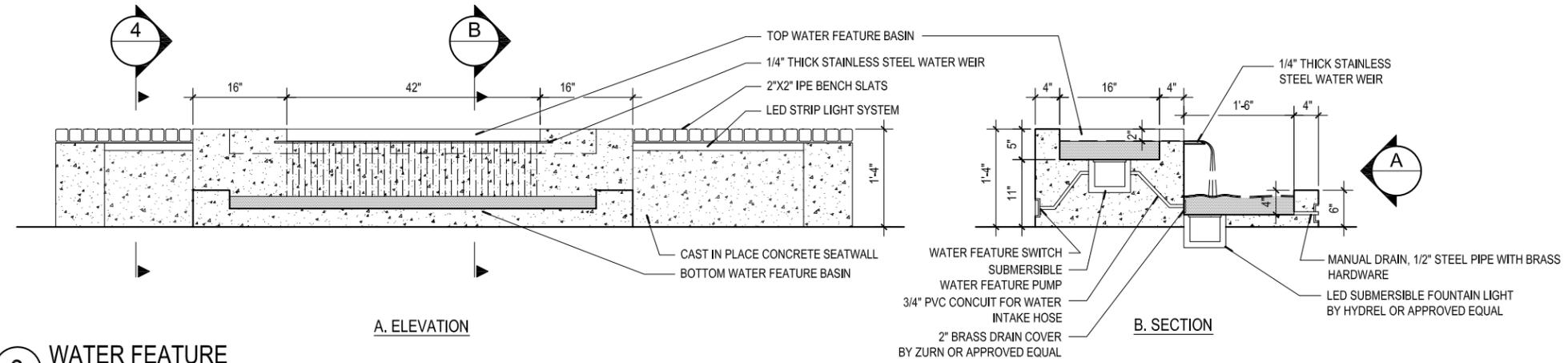
Drawn By: DS
 Checked By: BJ
 Job No. 114105.1
 Approved:

L2.0
 sheet no. X of X

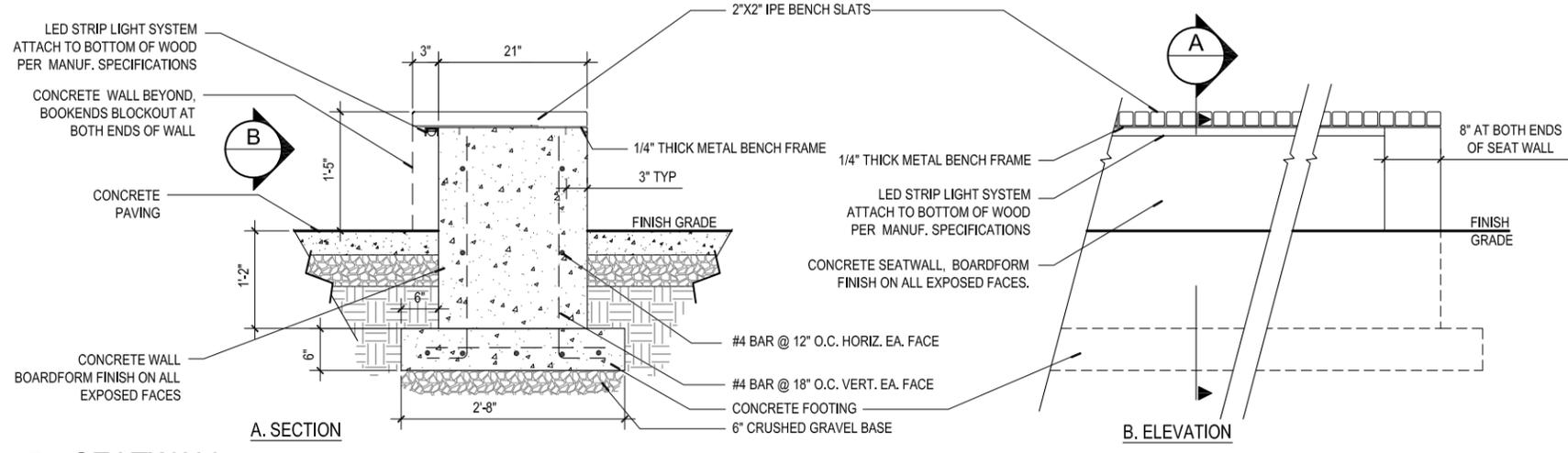


1 CONCRETE PAVING
SECTION

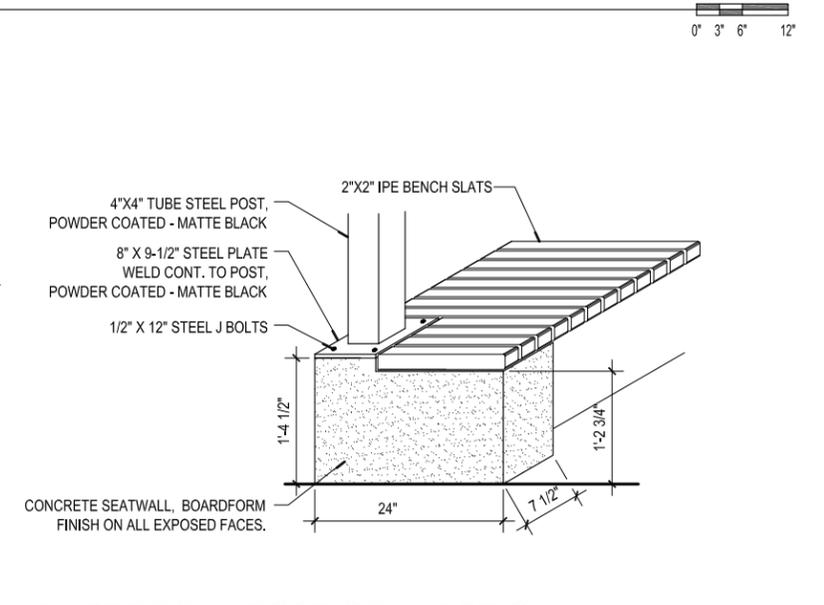
2 EXPANSION JOINT
SECTION



3 WATER FEATURE
TYPE



4 SEATWALL
SECTION / ELEVATION



5 PERGOLA POST CONNECTION
AXONOMETRIC



GreenWorks, P.C.
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Ph: 503.222.5612 / F: 503.222.2283
Email: info@greenworkspsc.com

Project:
**Tigard Strolling Street
Main Street Courtyard**

submital: 75% Design
sheet title:
DETAILS - SITE

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Date: 3/18/15

Revisions:

Drawn By: ???

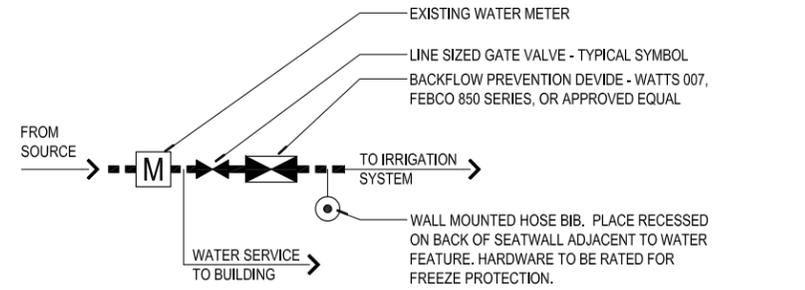
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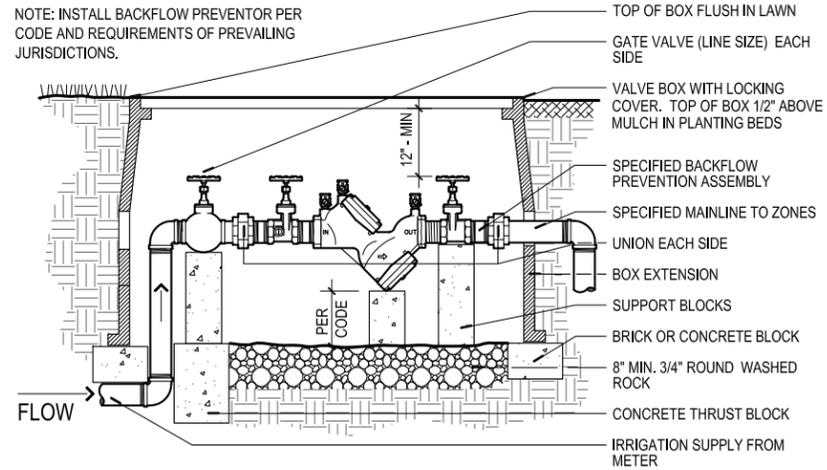
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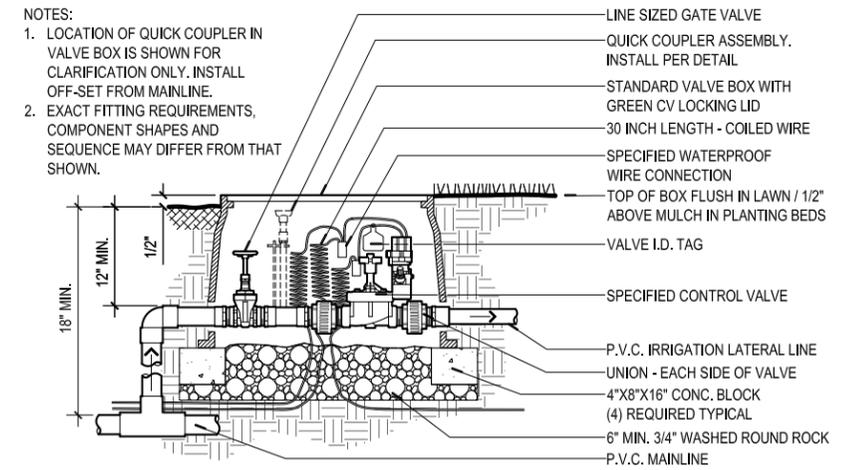
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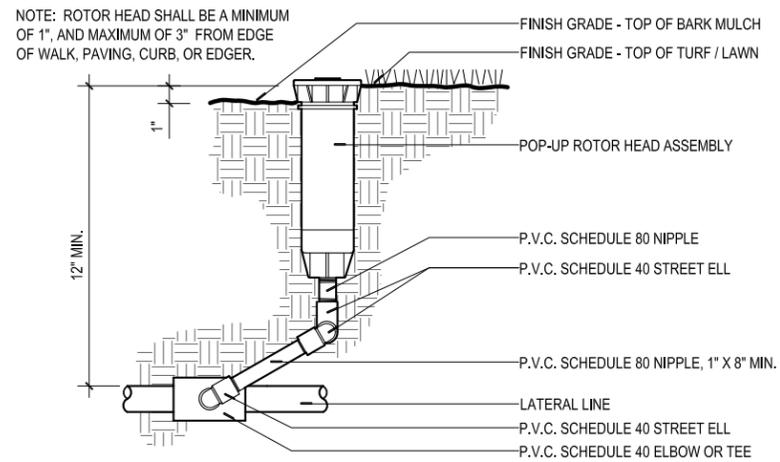
1 POINT OF CONNECTION DIAGRAM
 PLAN NOT TO SCALE



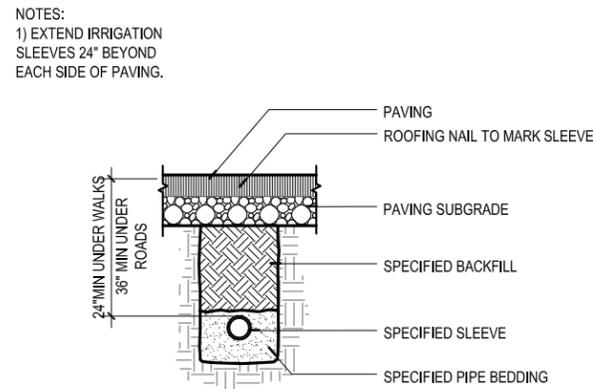
2 BACKFLOW PREVENTION ASSEMBLY
 SECTION 0" 4" 8" 16"



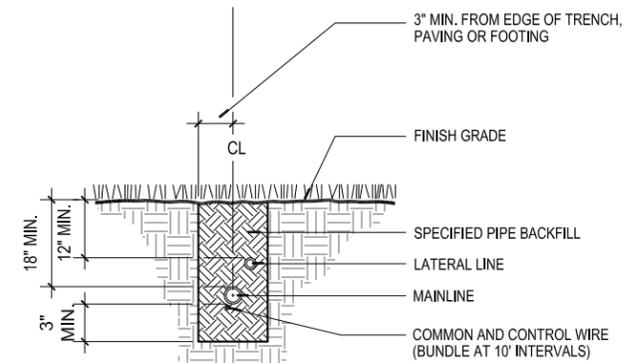
3 AUTOMATIC CONTROL VALVE ASSEMBLY
 SECTION NOT TO SCALE



4 ROTOR HEAD - PVC SWING JOINT ASSEMBLY
 SECTION NOT TO SCALE

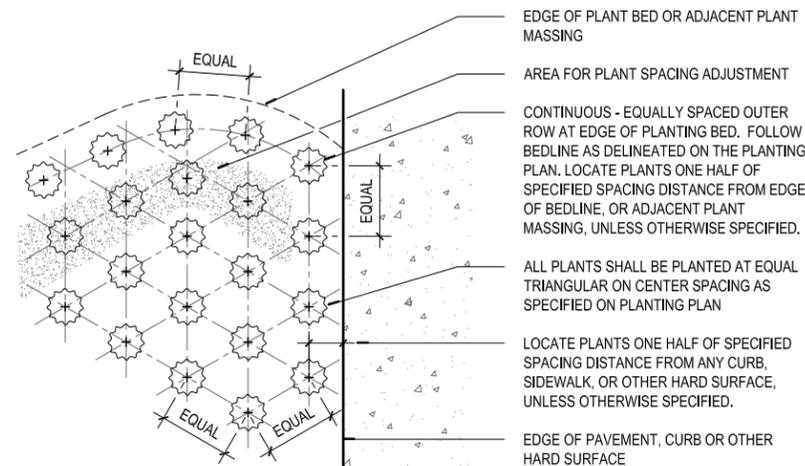


5 IRRIGATION SLEEVES UNDER PAVEMENT
 SECTION 0" 6" 12" 24"

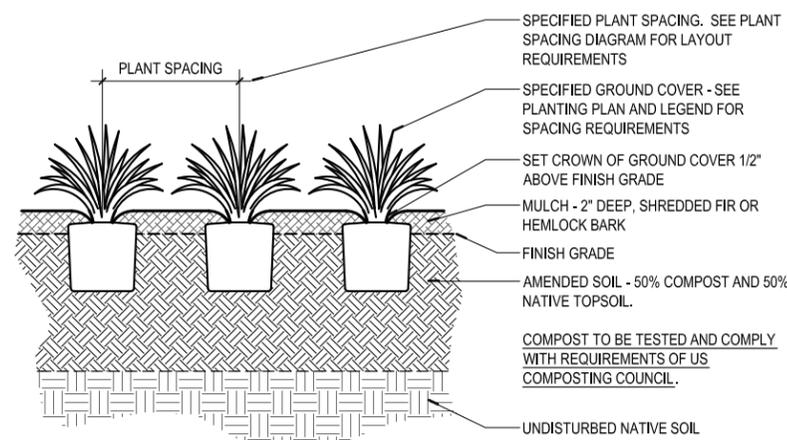


NOTE:
 1. CONTRACTOR SHALL REPAIR TRENCH SETTLEMENT AND RESTORE FINISH GRADES PRIOR TO SEEDING OR PLANTING AREAS.

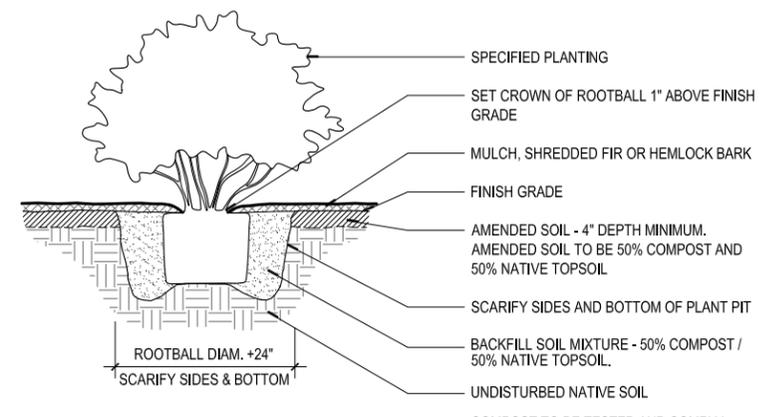
6 TRENCHING IN PLANTING AREA
 SECTION 0" 6" 12" 24"



7 PLANT SPACING DIAGRAM
 PLAN NOT TO SCALE



8 GROUND COVER PLANTING
 SECTION NOT TO SCALE



9 SHRUB PLANTING - CONTAINER
 SECTION 0" 6" 12" 24"



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project:
**Tigard Strolling Street
 Main Street Courtyard**

submital: 75% Design
 sheet title:
**DETAILS -
 IRRIGATION
 AND PLANTING**

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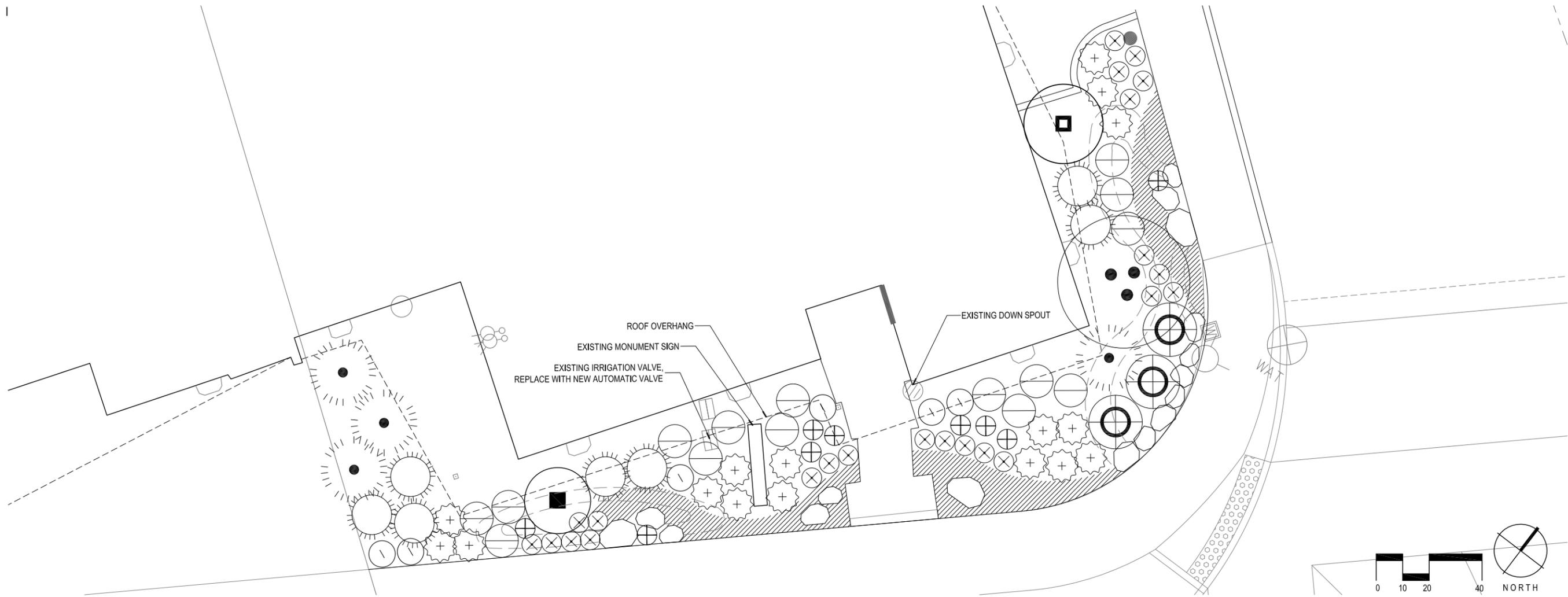
Date: 3/18/15
 Revisions:

Drawn By: ???
 Checked By: ???
 Job No. 114105.1
 Approved: ???

L3.1
 sheet no. X of X

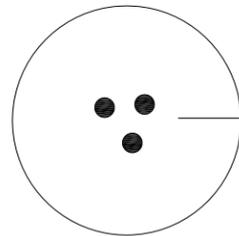


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PLANTING LEGEND

TREES

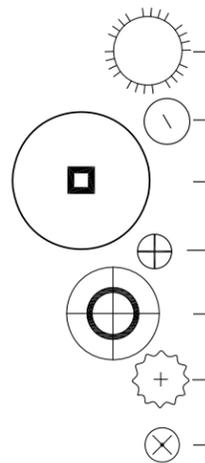


ACER PALMATUM 'BUTTERFLY'
BUTTERFLY MAPLE; 10 GAL., SPACE AS SHOWN

NOTES:

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4. SEE SHEET L2.0 FOR PLANTING AND IRRIGATION DETAILS.

SHRUBS/GRASSES/PERRENIALS/GROUNDCOVER



HYDRANGEA QUERCIFOLIA
OAK LEAF HYDRANGEA; 5 GAL. CONT., SPACE AS SHOWN

DAPHNE X BURWOODII 'CAROL MACKIE'
VARIEGATED HYBRID DAPHNE; 1 GAL. CONT., SPACE AS SHOWN

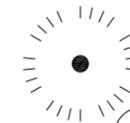
DRIMYS LANCEOLATA
MOUNTAIN PEPPER; 5 GAL. CONT., SPACE AS SHOWN

ECHINACEA PURPUREA
PURPLE CONE FLOWER; 1 GAL. CONT., SPACE AS SHOWN

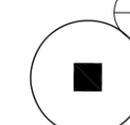
ESCALLONIA FRADESII 'PINK PRINCESS'
ESCALLONIA; 5 GAL. CONT., SPACE AS SHOWN

IMPERATA CYLINDRICA 'RUBRA'
JAPANESE BLOOD GRASS; 1 GAL. CONT., SPACE AS SHOWN

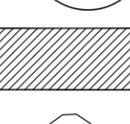
LIRIOPE MUSCARI
BIG BLUE LIRIOPE; 2 GAL. CONT., SPACE AS SHOWN



MAHONIA X MEDIA
MAHONIA X MEDIA; 5 GAL. CONT., SPACE AS SHOWN



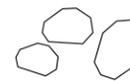
NANDINA DOMESTICA 'PURPUREA NANA'
COMPACT HEAVENLY BAMBOO; 3 GAL. CONT., SPACE AS SHOWN



RIBES SANGUINEUM
RED FLOWERING CURRANT; 5 GAL. CONT., SPACE AS SHOWN



THYMUS PSEUDOLANUGINOSUS
WHOLLY THYME; 4" POT, 9" O.C.



LANDSCAPE BOULDERS
18" - 30" DIAMETER WINDSWEPT BASALT BOULDERS AND SALVAGED BOULDERS FROM EXISTING LANDSCAPE



12" HIGH LANDSCAPE MOUND

project:
Tigard Strolling Street
Tigard Chiropractic Clinic

submital: 100% Design
sheet title:
PLANTING PLAN

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Date: 4/8/15

Revisions:

Drawn By: BJ

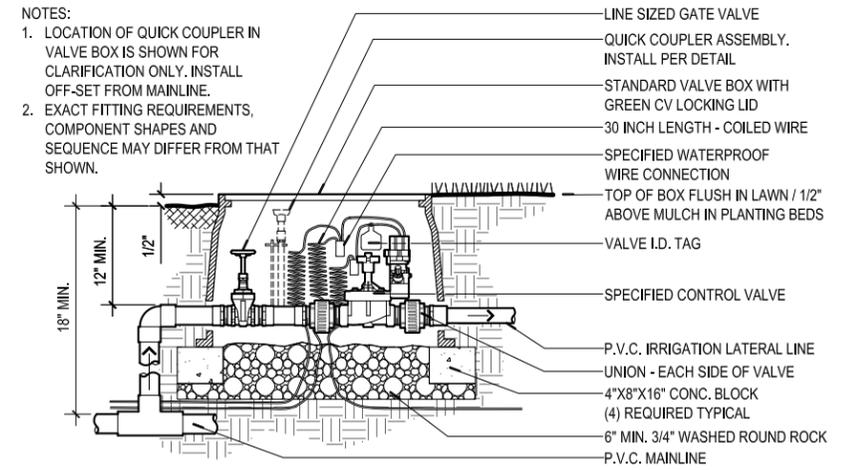
Checked By:

Job No. 114105.1

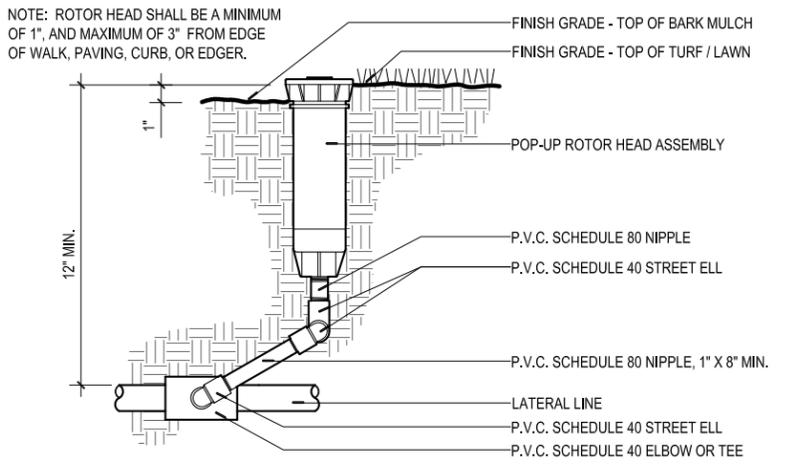
Approved:

1 NOT_USED

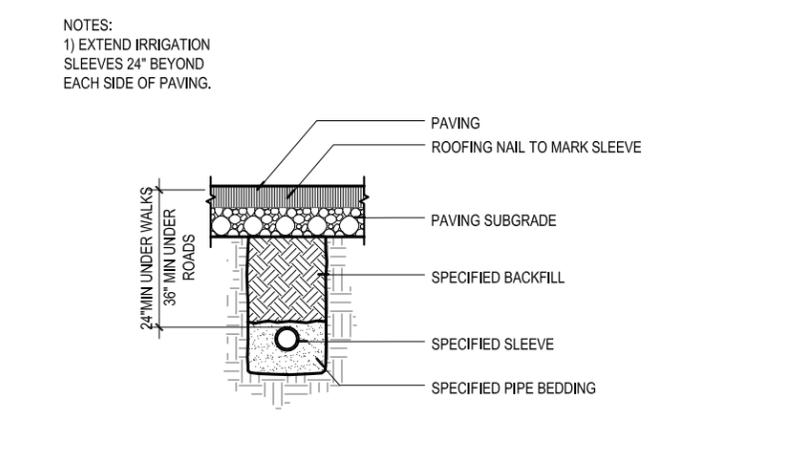
2 NOT_USED



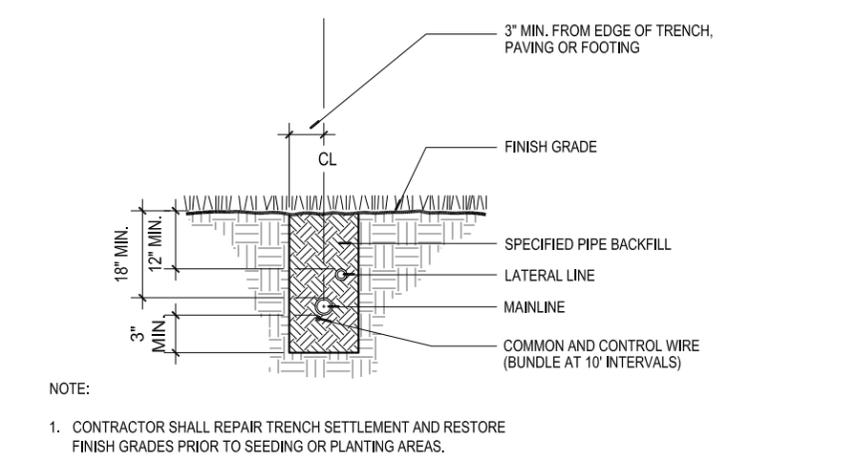
3 AUTOMATIC CONTROL VALVE ASSEMBLY
SECTION NOT TO SCALE



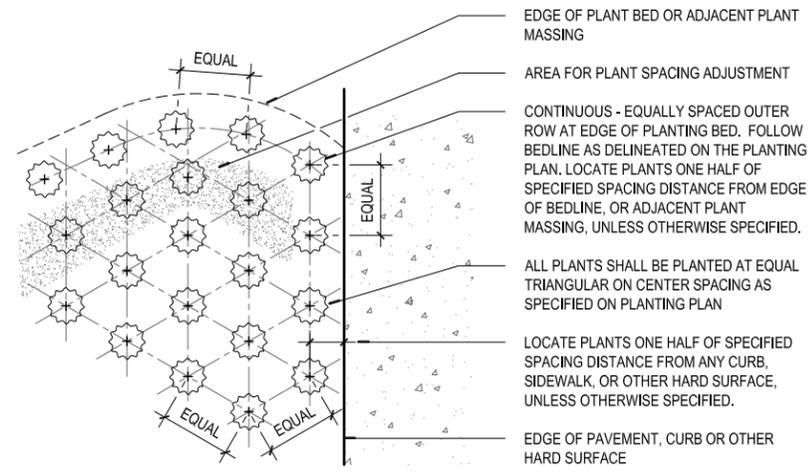
4 ROTOR HEAD - PVC SWING JOINT ASSEMBLY
SECTION NOT TO SCALE



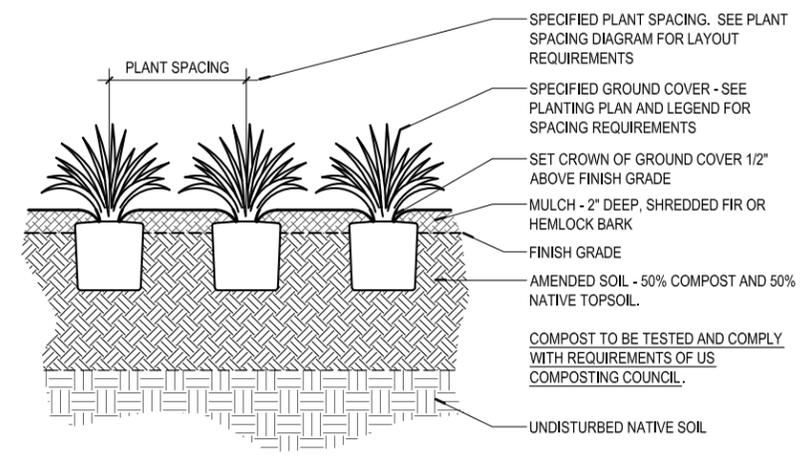
5 IRRIGATION SLEEVES UNDER PAVEMENT
SECTION 0' 6' 12' 24'



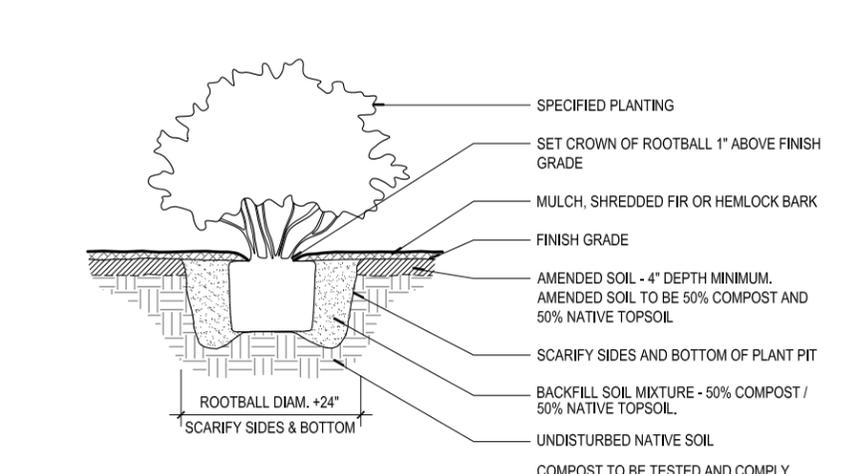
6 TRENCHING IN PLANTING AREA
SECTION 0' 6' 12' 24'



7 PLANT SPACING DIAGRAM
PLAN NOT TO SCALE



8 GROUND COVER PLANTING
SECTION NOT TO SCALE



9 SHRUB PLANTING - CONTAINER
SECTION 0' 6' 12' 24'



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Project:
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Tigard Chiropractic Clinic

submital: 100% Design
Sheet title:
DETAILS - IRRIGATION AND PLANTING

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sheet no. 2 of 2