

TMC 7-1-040(4) VOLUNTARY COMPLIANCE AGREEMENT
Responsible Party: Northwest Cascade, Inc., dba Honey Bucket

Pursuant to TMC 7-1-040, this Voluntary Compliance Agreement (“Agreement”) is entered into by and between Northwest Cascade, Inc., dba Honey Bucket (“Responsible Party” or “Honey Bucket”) and the City of Tualatin, Oregon, a municipal corporation of the State of Oregon (“Tualatin” or “City”).

RECITALS

- A. The Responsible Party subject to the terms and conditions of this Agreement is:

Northwest Cascade, Inc., dba Honey Bucket

Site Address: 18805 SW 108th Ave., Tualatin OR 97062
Description: 2S122AD 600, 700, and 800
Planning Zone: Light Manufacturing (ML)

- B. Honey Bucket is subject to a City civil infraction investigation.

- C. On October 29, 2024, Code Compliance Officer Bryan LaVigne issued a Notice and Order entitled *Notice and Order: Unpermitted Land Use – Violation of the City of Tualatin Development Code* to Honey Bucket. The Notice and Order is attached and incorporated into this Agreement as Exhibit A. The Notice and Order alleged that Honey Bucket was operating a Solid Waste Treatment and Recycling Facility on a property not zoned for that use by City code (TDC 39.420), and set out the following violations of Tualatin Municipal and Development Codes:

- i) TDC 60.200- Use Categories in ML Zone (Table 60-1, Industrial Use Categories, Solid Waste Treatment and Recycling);
- ii) TMC 4-1-010- Standards Applicable to Building- The 2022 Oregon Structural Specialty Code, section 105.1 – Required.

The Notice and Order requested, among other things, that Honey Bucket complete and return to the City a Statement of Use form verifying the business activities occurring onsite.

- D. On November 8, 2024, Honey Bucket returned its Statement of Use, asserting that as Honey Bucket does not receive, process and/or recycle solid waste materials, the City should characterize its use as Wholesale Sales (TDC 39.450) rather than Solid Waste Treatment and Recycling. The Statement of Use is attached and incorporated into this Agreement as Exhibit B.

- E. On June 11, 2025, Honey Bucket submitted an application pursuant to TDC 31.070 requesting an Interpretation of Code Provisions that its proposed uses- which comprise a portable restroom and industrial equipment rental business- are Permitted uses within the Light Manufacturing (ML) Zone). On July 11, 2025, the City Manager issued their Interpretation Decision- Honey Bucket (INT-25-0001), which is attached and incorporated into this Agreement as Exhibit C. The Manager determined that Honey Bucket’s primary use

most closely aligned with the Solid Waste Treatment and Recycling use category and that its waste-related activities at the subject site are not subordinate and incidental to the stated primary use- but part and parcel of and an important, essential component of that use. The decision determined the site does collect, store, and wash the toilets on site as well as temporarily store the waste from those toilets on site. As such, the proposed rental of portable restroom units contains many of the characteristics associated with a Solid Waste Treatment and Recycling use and is properly classified as Solid Waste Treatment and Recycling. The Manager concluded that the proposed portable toilet collection and associated holding tank, and the proposed rental of shower units; temporary fence panels (fencing); temporary metal storage containers; and ground-level office units are both prohibited uses within the ML Zone.

- F. On July 24, 2025, Honey Bucket submitted a Request for Review before the City Council. On September 22, 2025, the City Council affirmed Interpretation Decision INT25-0001, finding that: i) the primary site use is considered Solid Waste Treatment and Recycling; ii) in the Light Manufacturing (ML) Planning District, the Solid Waste Treatment and Recycling is limited to recycling collection centers; and iii) Honey Bucket's use at the site is not a Permitted use in the Light Manufacturing zone. Council Resolution 5915-25 is attached and incorporated into this Agreement as Exhibit D. After its decision, the City Council suggested that it may be willing to reconsider the matter upon a change of circumstances.
- G. In lieu of accelerating City enforcement action and to facilitate a resolution, City staff will forward this matter to an upcoming City Council work session. At that work session, City staff will seek direction from Council as to whether there is general consensus for City to initiate a Plan Text Amendment for Conditional Use Review that may allow Honey Bucket to continue its operations on the site.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Honey Bucket acknowledges that: i) in accordance with City code, the Tualatin City Council has determined that Honey Bucket's use at the site is not a Permitted use in the Light Manufacturing zone and ii) its continued operation on the site will result in further enforcement action subject to all applicable provisions of the Compliance and Enforcement Sections of the Tualatin Development Code (TDC 31.105 to 31.113) and TMC Chapter 7-01-Uniform Civil Infraction Procedure.
2. City will take the action set out in Recitals- Section G above.
 - a. If the City Council gives City direction to initiate a Plan Text Amendment for Conditional Use Review, City's enforcement action will be held in abeyance while that land use proceeding is being processed, and Honey Bucket may continue its operations on site as long as it is otherwise in compliance with all applicable laws, rules and regulations.

- b. If the City Council does not direct City to initiate a Plan Text Amendment for Conditional Use Review that would allow Honey Bucket to continue its operations on the site, or if a subsequent Plan Text Amendment or Conditional Use Permit (CUP) are not ultimately approved, Honey Bucket understands and agrees that it shall cease operations on the site no later than 30 days after each action detailed above (*i.e.*, lack of Council direction, Plan Text Amendment approval, CUP approval) takes place.
3. If Honey Bucket fails to cease its operation at the site as set out in Section 2, Honey Bucket understands and agrees that City will immediately resume the enforcement actions set out in the Compliance and Enforcement Sections of TDC 31.105 to 31.113 and TMC Chapter 7-01-Uniform Civil Infraction Procedure.
4. Pursuant to TDC 31.111- Civil Violation, any violation of the Tualatin Development Code constitutes a civil infraction and subject to a fine of up to \$1,000.00 fine for each violation, per day that the violation(s) exists. Failure to comply with any term of this Agreement constitutes a separate infraction and shall be handled in accordance with the procedures established by TMC Chapter 7-01. City may also proceed with processing the alleged infraction giving rise to this Agreement.
5. City shall close its civil infraction investigation upon full Honey Bucket's satisfaction of all the following:
 - a. Full compliance with this Agreement;
 - b. Full compliance with all applicable laws, rules and regulations;
 - c. Final Approval of a Conditional Use Permit that will allow Honey Bucket to lawfully operate its portable restroom and industrial equipment rental business at the Site Address.
6. To the fullest extent permitted by law, Honey Bucket shall reimburse, defend, save, hold harmless, and indemnify City, its elected officials, officers, agents, and employees from any and all threatened or actual claims, suits, or actions, damages, losses or expenses, including attorneys' fees, but only to the extent caused by, resulting from, arising out of, or relating to the activities of Honey Bucket, its officers, employees, subcontractors, agents, or anyone for whose acts Honey Bucket is responsible. Honey Bucket waives any and all statutory or common law rights of defense and indemnification by City. Nothing in this paragraph requires Honey Bucket or their respective insurers to indemnify City for claims of personal injury or property damage caused by the negligence of City. This duty shall survive the expiration or termination of this Agreement. City may, at any time, assume its own defense and settlement in the event that it determines that Honey Bucket is not adequately defending City's interests, that an important governmental principle is at issue, or that it is in the best interests of City to do so.
7. The failure of City to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.
8. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Tualatin, Oregon. Any action or suits involving any

question arising under this Agreement must be brought in the appropriate court in Washington County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

9. In the event that all of the conditions of this Agreement are not met, this Agreement shall be null and void and of no further force and effect.
10. This Agreement is personal to the parties listed above and does not run with the land.
11. This Agreement and attached exhibits constitute the entire agreement between the parties and supersedes all understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all the parties.
12. This Agreement is effective and binding upon Honey Bucket upon the signature of all the parties to this Agreement.

By signing, Honey Bucket understands that it is not required to enter into this Agreement but voluntarily chooses to do so.

Greg Potts

Date: 1/16/2026

CITY OF TUALATIN

By: *Sherilyn Lombos*
Signer ID: 0Q5M0D8INZ
Sherilyn Lombos
City Manager

Date: 1/21/2026

APPROVED AS TO FORM:

Kevin McConnell
Signer ID: 2Z1GX00M12...
City Attorney