TUALATIN CITY COUNCIL MEETING

Monday, November 23, 2026

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

Mayor Frank Bubenik
Council President Valerie Pratt
Councilor Maria Reyes *Councilor Bridget Brooks*
Councilor Christen Sacco *Councilor Cyndy Hillier*
Councilor Octavio Gonzalez

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, November 23. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 892 1345 4496

Password: 18880

Link: https://us02web.zoom.us/j/89213454496

Work Session

1. ***5:00 p.m. (30 min) Emergency Management and Hazardous Materials.*** Staff from Washington County Emergency Management will discuss regulations, planning, and preparation for incidents related to hazardous materials; staff from Tualatin Valley Fire will discuss how they coordinate with businesses and respond to emergency calls specific to hazardous materials incidents.

2. ***5:30 p.m. (30 min) Emerald Ash Borer Update.*** Tualatin City staff and representatives from the Oregon Department of Forestry will present an update on the Emerald Ash Borer (EAB), which was first detected in Tualatin in 2026 and presents a significant long-term challenge for the City's urban forest and natural areas.

3. ***6:00 p.m. (20 min) Community Survey Results.*** Staff will present the results of the 2026 Community Survey.

4. ***6:20 p.m. (10 min) City Council Compensation Follow-up.*** Staff will present follow-up information based on the September 28, 2026 Council discussion and direction.

5. ***6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.*** Council will review the agenda for the November 23 City Council meeting, hear a report from the City Manager, and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Community Arts Enhancement Award
2. Small Business Saturday Proclamation
3. New Employee Introduction- Andrea Zajonc, Management Analyst II, Finance
4. New Employee Introduction- Karly Derschmidt, Court Administrator

Public Comment

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

Consent Agenda

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

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of November 9, 2026
2. Consideration of **Resolution No. 6007-26** Authorizing The City Manager to Sign a Three-Party Intergovernmental Agreement by and between The City of Tigard, City of Tualatin, and City of Sherwood Regarding Distribution of Unspent Homeless Services System City Liaison IGA Funds
3. Consideration of **Resolution No. 6010-26** Authorizing the City Manager to Sign the Amended and Restated Intergovernmental Agreement with Rivergrove Water District Related to the Emergency Provision of Water through a Distribution System Interconnection

4. Consideration of **Resolution No. 6011-26** Requesting the Transfer of Jurisdiction of a Portion of SW 65th Avenue from Clackamas County

Special Reports

1. Metro Parks and Nature Levy

2. E-Safety Coalition Report

General Business

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

1. Consideration of **Resolution No. 6013-26** Authorizing the City Manager to Sign the WCCLS Memorandum of Understanding between Washington County and the City of Tualatin

2. Consideration of **Ordinance No. 1464-26** Regulating Camping on Public Property; Amending TMC 6-12-010 and TMC 6-12-030

3. Consideration of **Resolution No. 6012-26** Approving a Process for Filling City Council Position 6 Vacancy

Items Removed from Consent Agenda

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

Council Communications

Adjournment

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at www.tualatinoregon.gov/citycouncil.

Tualatin City Council meets are broadcast live, and recorded, by Tualatin Valley Community Television (TVCTV) Government Access Programming. For more information, contact TVCTV at 503.629.8534 or visit www.tvctv.org/tualatin.

In compliance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. To request accommodations, please contact the City Manager's Office at 503.691.3011 36 hours in advance of the meeting.

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Rachel Sykes, Public Works Director
Dustin Schull, Parks and Recreation Director

DATE: November 23rd, 2026

SUBJECT:
Emerald Ash Borer (EAB) Update

EXECUTIVE SUMMARY:
Emerald Ash Borer (EAB) is an invasive insect that poses a significant threat to Oregon's urban forests and natural areas. First detected in Forest Grove in 2022, EAB has continued to spread, threatening all ash trees. State and local agencies are coordinating efforts to monitor its spread, manage impacts, and protect Oregon's tree canopy and natural ecosystems.

EAB was first detected in Tualatin in 2026, presenting a significant long-term challenge for the City's urban forest and natural areas. The City has identified more than 1,800 ash trees across its street tree inventory and surveyed natural areas to date.

Tualatin City staff and representatives from the Oregon Department of Forestry will present an update.

ATTACHMENTS:

Presentation

CITY of TUALATIN

Emerald Ash Borer in Tualatin

November 23, 2026

Agenda

- Overview of emerald ash borer
- EAB assessment in Tualatin
- Approach to EAB
  - Natural Area Management Plan
  - Partnerships
  - Outreach to community
- Next Steps and Questions

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Responsive Management for Emerald Ash Borer in Oregon

Oregon Department of Forestry
Urban & Community Forestry Assistance Program

Kat Bethea | EAB Support Specialist

Emerald Ash Borer

Agrilus planipennis







Invasive and highly destructive woodboring beetle that kills ash trees (*Fraxinus* spp.).

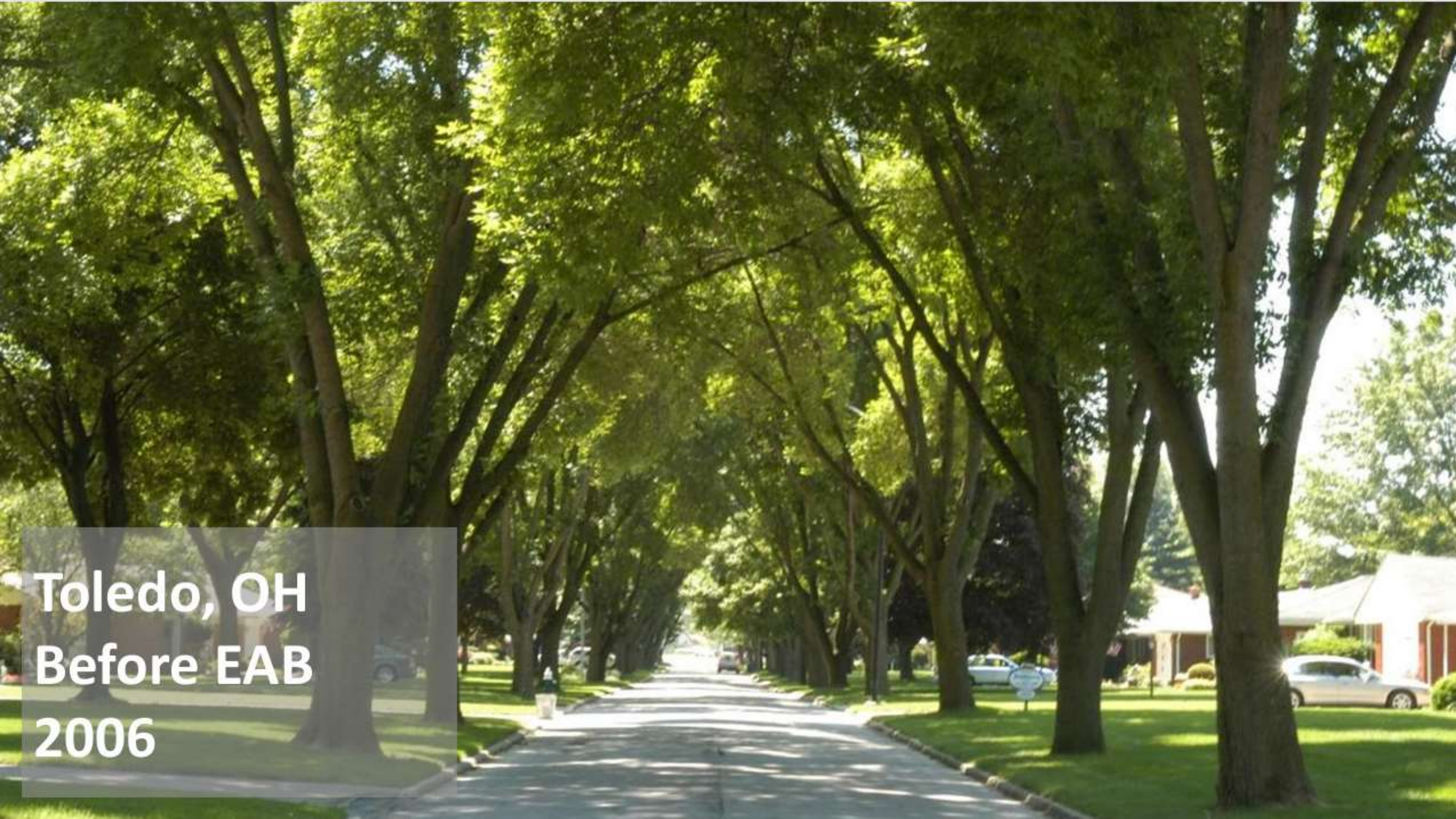
Larvae feed beneath bark, eventually girdling and killing the tree

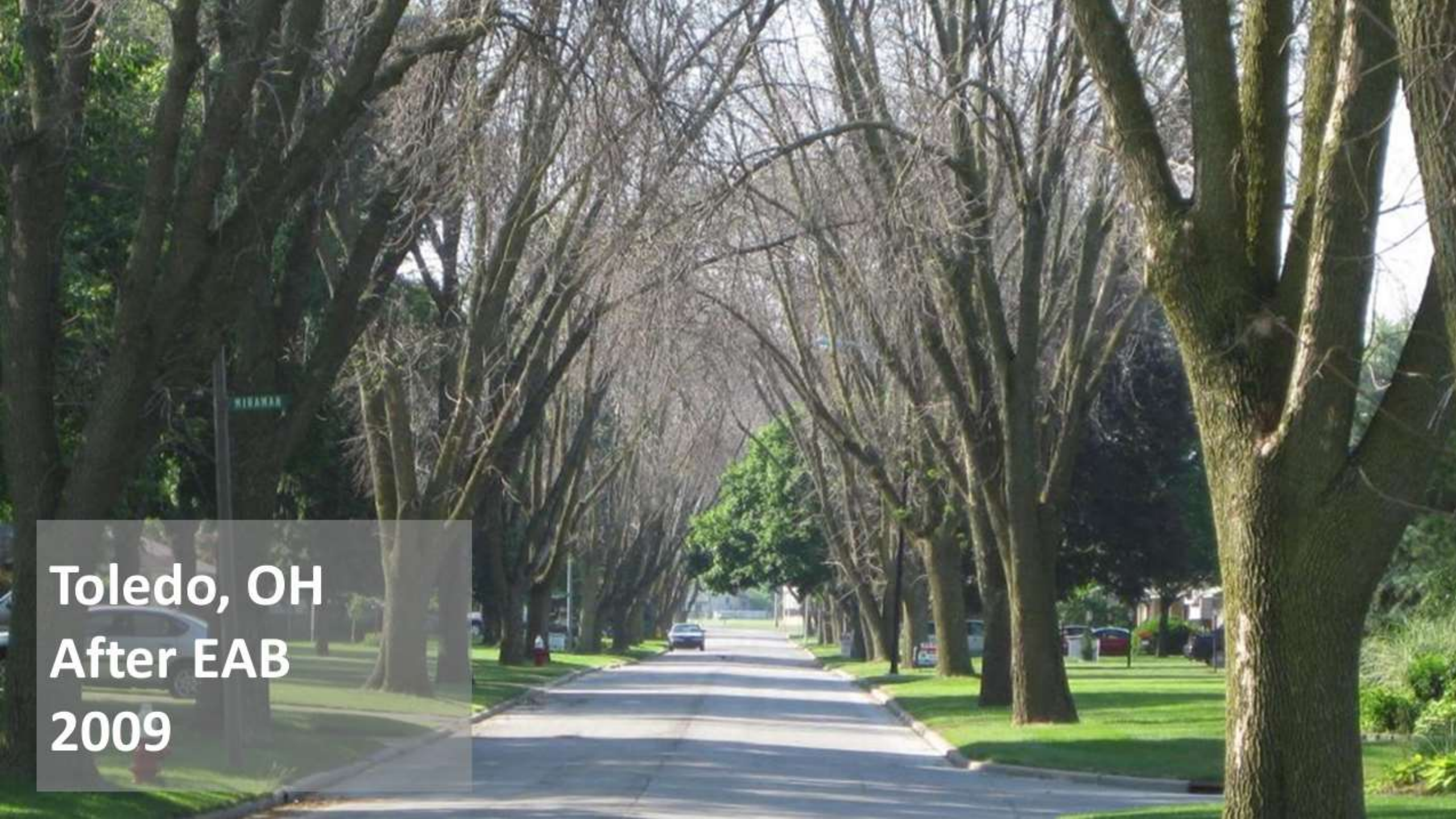
100+ million trees killed since 1990s, highest cost forest pest in the Americas

United States Detections

- 2002: Detroit, MI
- 2012: 16 states with known infestations
- 2013: Colorado
- **2022: Oregon**
- **2024: Vancouver BC**
- **2026: Washington**



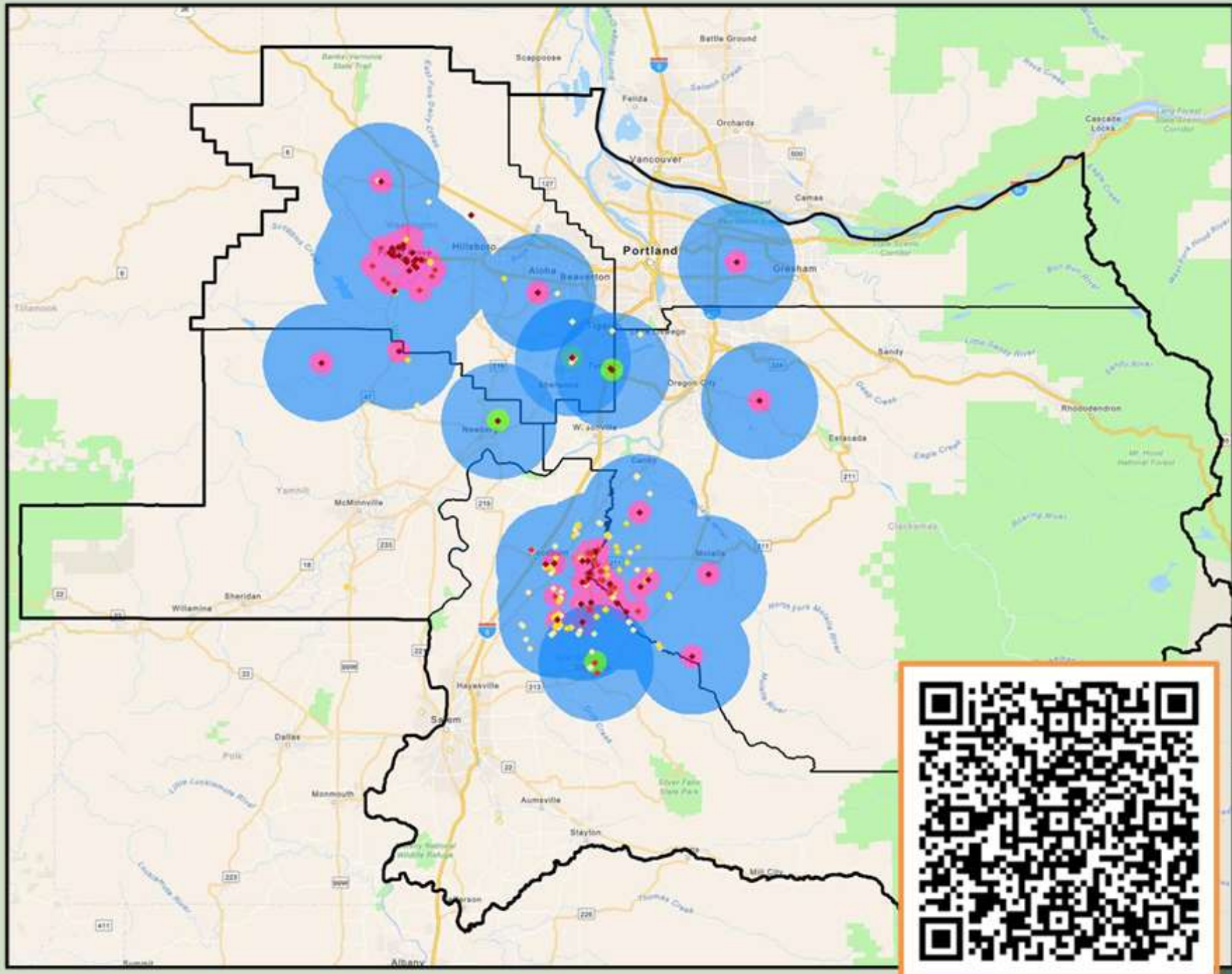

Toledo, OH
Before EAB
2006


Toledo, OH
After EAB
2009

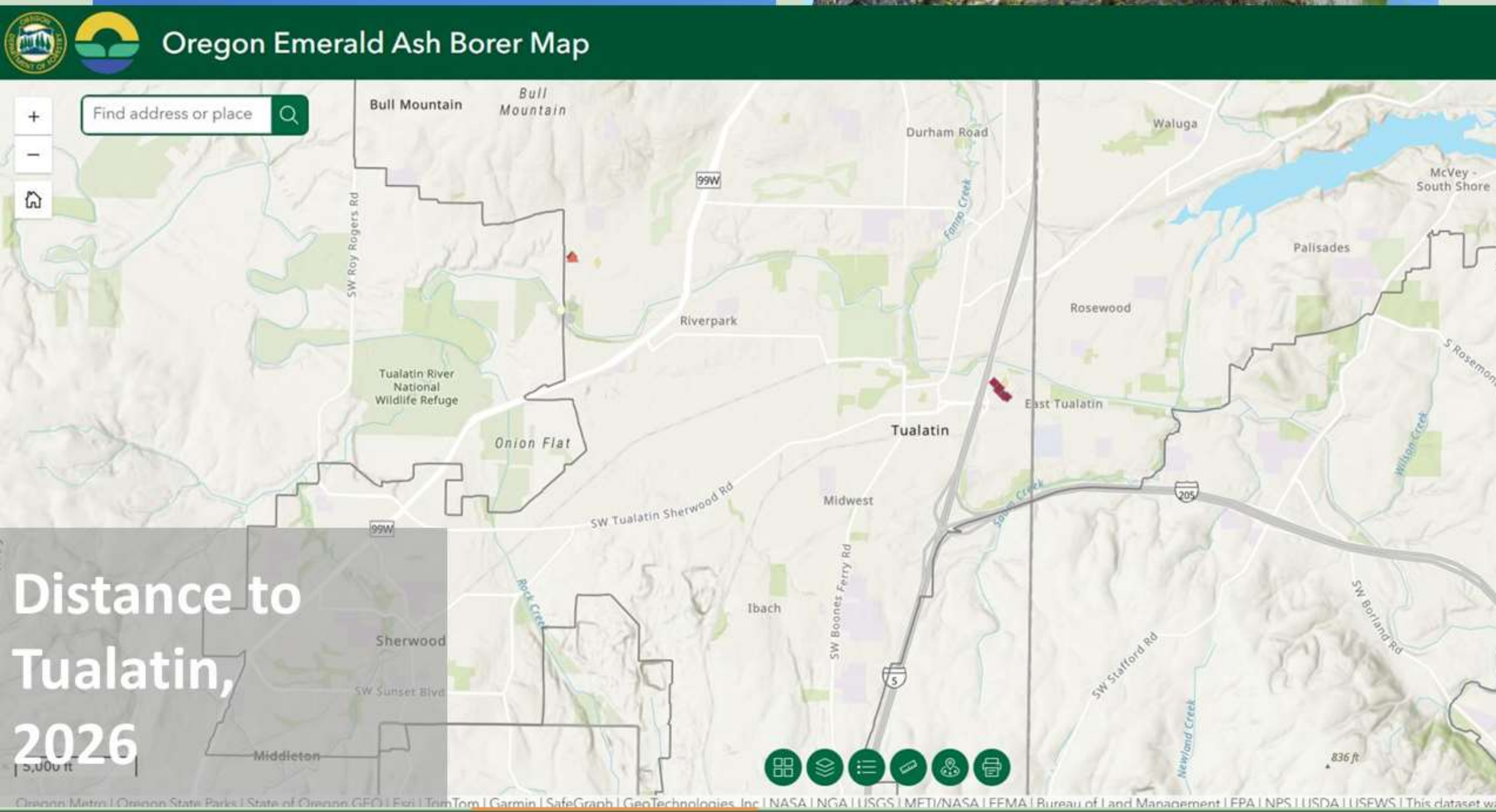

Toledo, OH
15 Years After EAB
2026

EAB in Oregon

- 5 infested counties
  - Washington
  - Yamhill
  - Clackamas
  - Marion
  - Multnomah
- 2026 – new detections
  - King City, Tualatin, Newberg, Silverton, Salem
- Expansion and merging of the separate infestations



Oregon Emerald Ash Borer Map



Distance to Tualatin, 2026

Who Responds to EAB?

Dept. of Forestry

Education + outreach
Management plans
Inventory: TreePlotter
Detections: Trapping program

Dept. of Agriculture

Regulatory: Quarantine
Biocontrol
Detections: Reporting Hotline



Lead partners

Clean Water Services, Metro
SWCDs & Watershed Councils
OSU ext, PSU, WOU, local community colleges

Local partners

Detection: Survey & detection on owned land
Education and outreach for local community
Management activities: On managed land

USFS & Federal partners

USDA-APHIS, NRCS, BLM, NWRF
Biocontrol, Detection





Ash Trees in Oregon



Wildland Urban Interfaces (WUI)

Natural Areas

- Riparian Corridors
- Wetlands

Landscaped Areas

- Streets
- Yards
- Parks

Ash in Riparian Corridors



Oregon Ash *(Fraxinus latifolia):*
Oregon's only native ash tree

- Important riparian and wetland tree
- Fragmented and altered landscape
- Critical habitat for threatened and endangered species
- Important cultural resource to Indigenous peoples



Ash in Oregon: Landscape Areas

Popular landscape ash species:

- Green ash
- White ash
- Narrowleaf ash ‘Raywood’
- European ash ‘Golden Desert’

All are susceptible to EAB



Golden Desert Ash
(*F. excelsior ‘Golden Desert’*)



Green Ash (*F. pennsylvanica*)



White Ash (*F. americana*)



‘Raywood’ Narrowleaf Ash
(*F. angustifolia ‘Raywood’*)



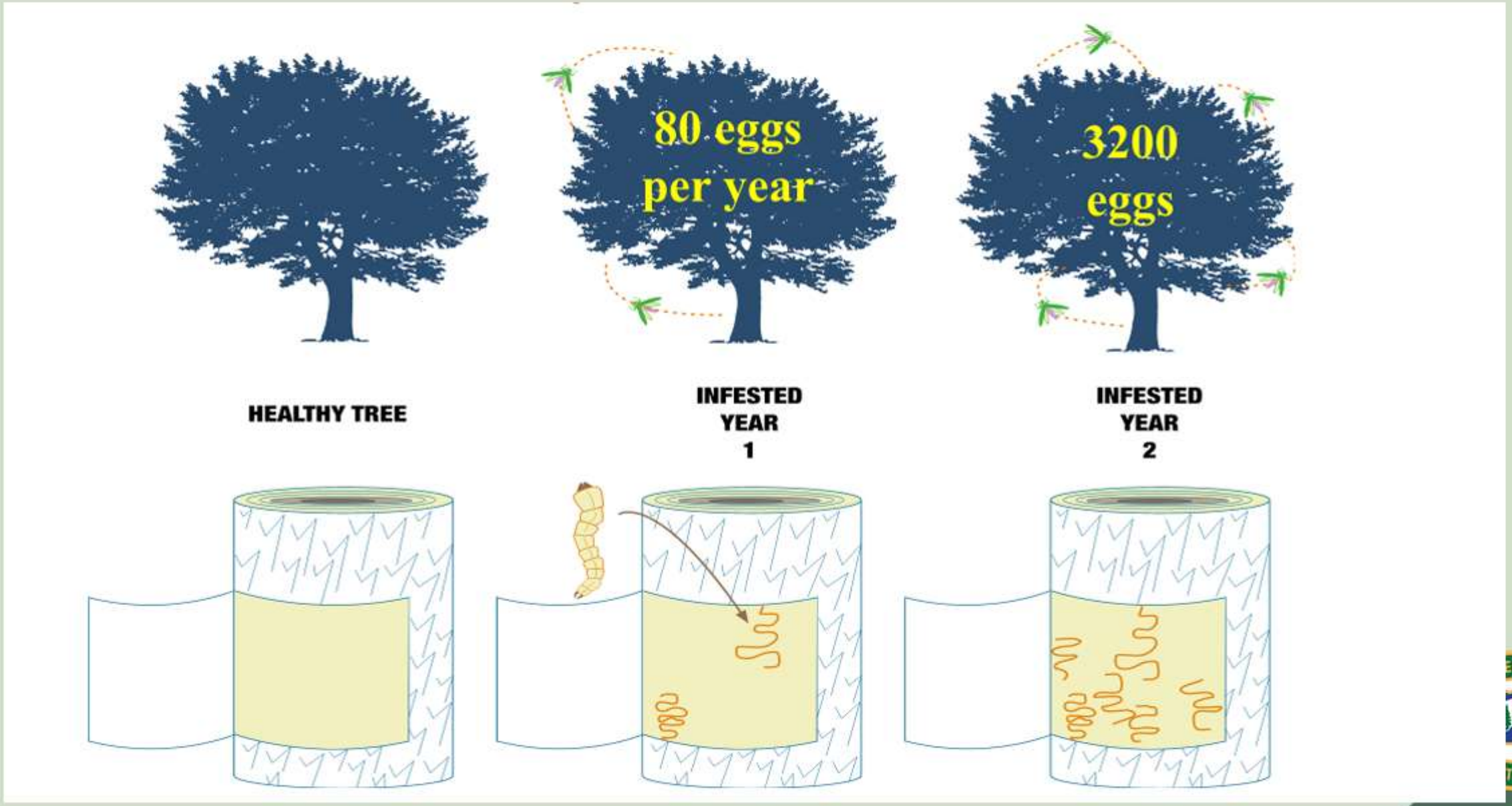
Ash in Oregon: Landscaped Areas

Commonly planted along streets, in parks, and on private property

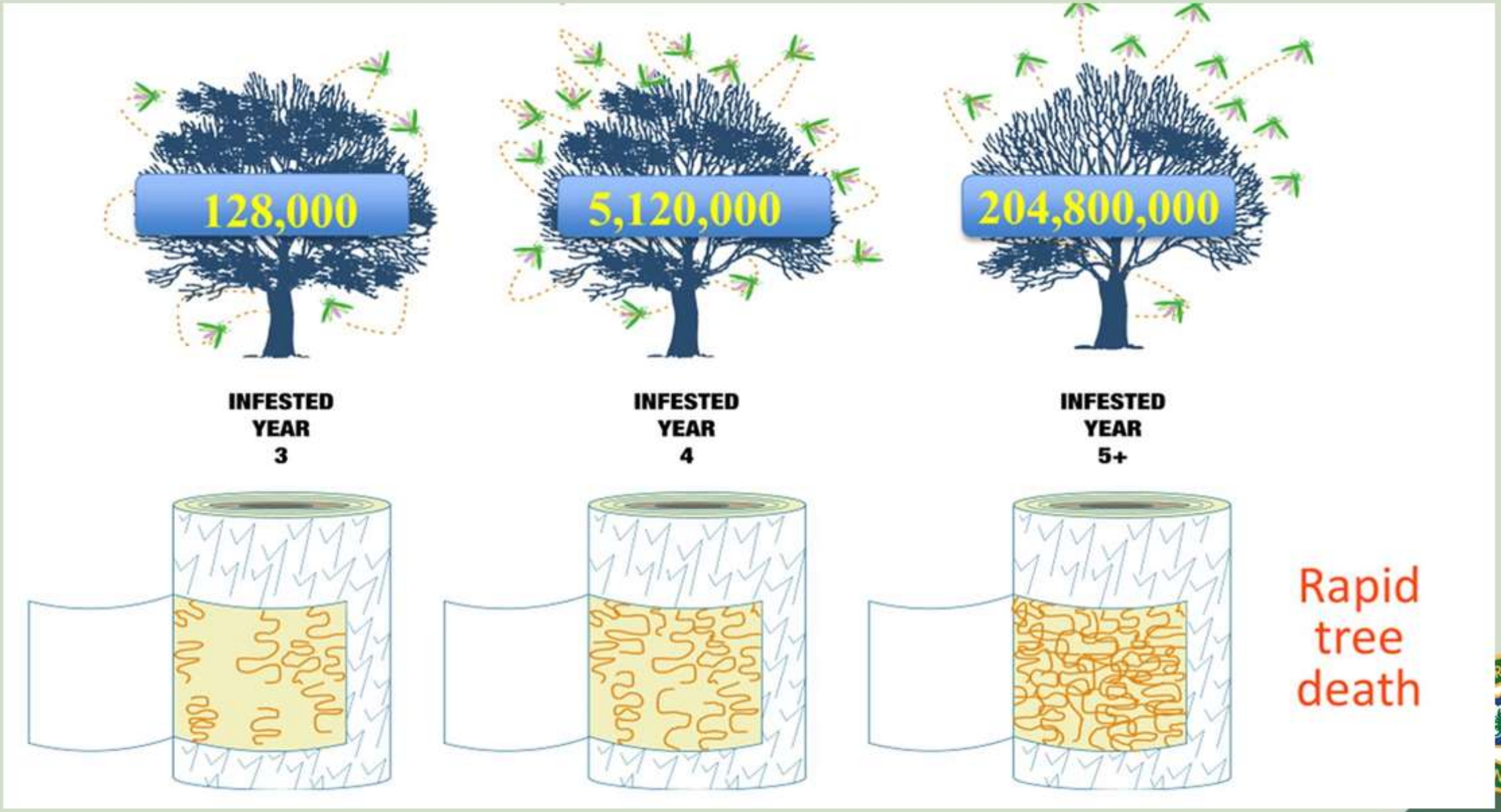
Essential **green infrastructure** that provides many ecologic and economic benefits

- Stormwater retention
- Air pollution removal
- Canopy/Shade reduces urban heat
- Safety/Health benefits
- Equity impacts

EAB Population Growth

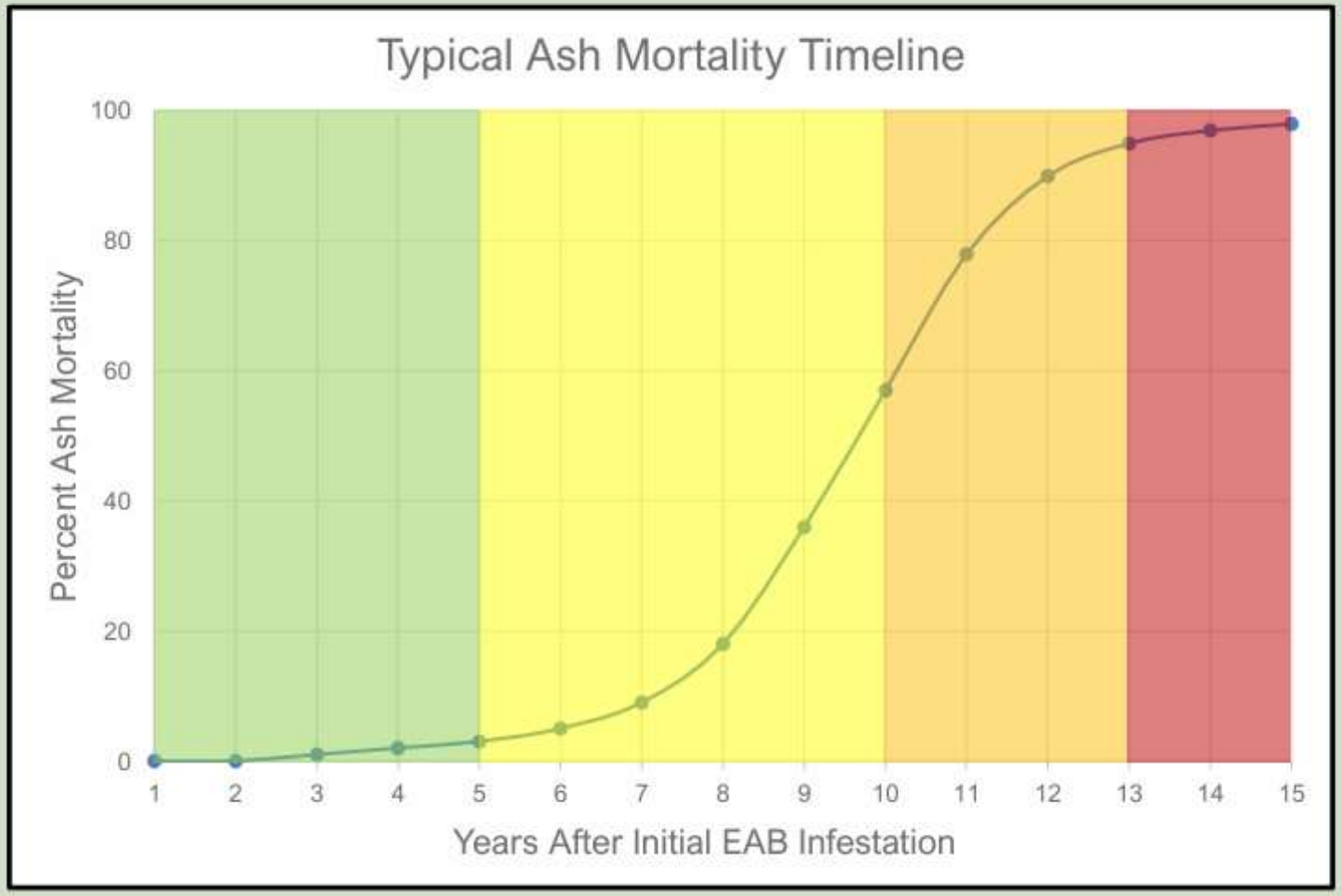


EAB Population Growth



Infestation Timeline – Community Scale

The rate of ash mortality may outpace a community's ability to deal with dead/dying trees.









An 80-foot ash tree crashed into a building at Hobby World in Adams, causing significant damage

By Sam Spinella, The Berkshire Eagle Sept 25, 2019 1 min to read







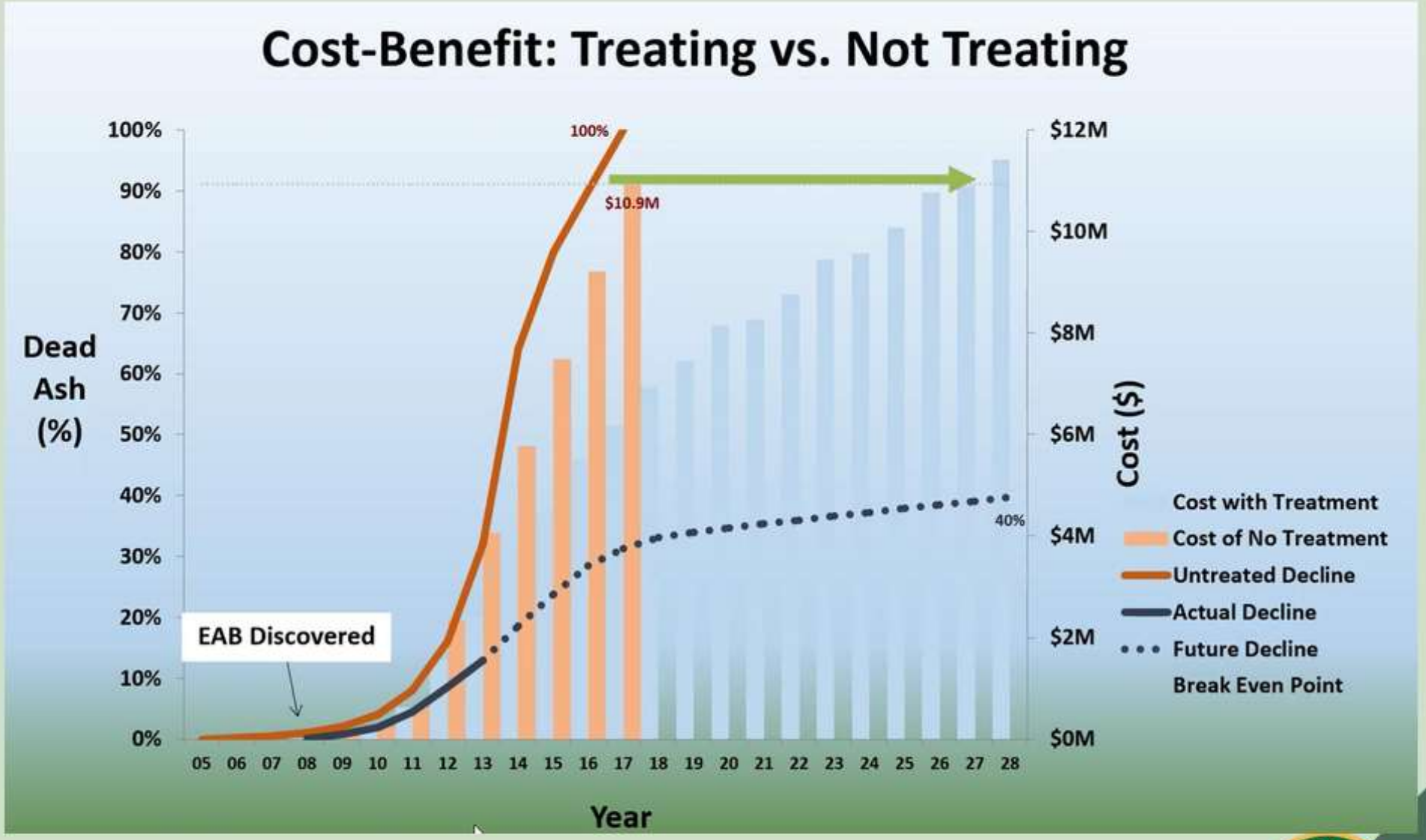




January 2025

FINANCIAL IMPLICATIONS

EAB will be costly, particularly when ash mortality is at its peak



Adapted from virtual presentation "Managing Emerald Ash Borer", 2024

Developing a Response Plan

Ready
25+ miles

- Learn signs + symptoms
- Start inventory + risk assessment
- Create management plans and update policies

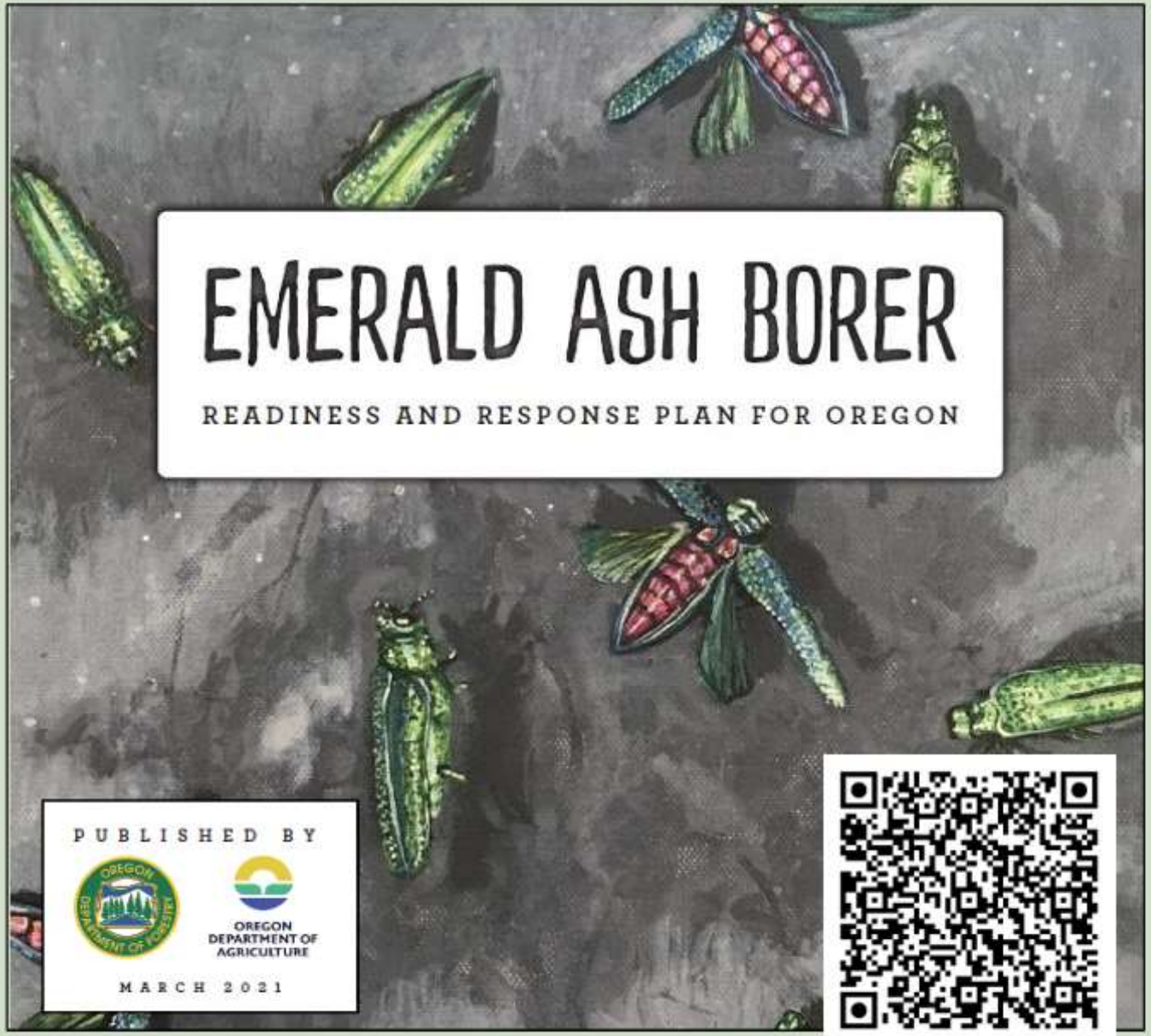
Set
10-25 miles

- Advise local partners
- Begin proactive management – treatment, underplanting, and pre-emptive removals
- Find local wood use networks

Go
5-10 miles

- Training + education
- Wood utilization
- Ongoing: Treatment, removals, replanting, restoration

EAB Resources: Readiness and Response Guide



Created by a joint statewide task force, updated in 2021

Check out chapter IV for preparing to create a management plan

Join the State Task Force to keep up to date with ongoing EAB activities in the state

Link: https://www.OregonEAB.com

Policy

Stop planting ash and remove from approved planting lists.

Work with:

- Development bureaus
- Parks departments
- Watersheds
- Nonprofits



Management Plan



Remove & Replace

- Begin as soon as possible
- Increased demand for landscaped and natural plant species
- Replace small and lower quality trees



Treatment

- Begin when EAB is within 10-15 miles
- Licensed pesticide applicator
- Application window and timing (2-3 years)



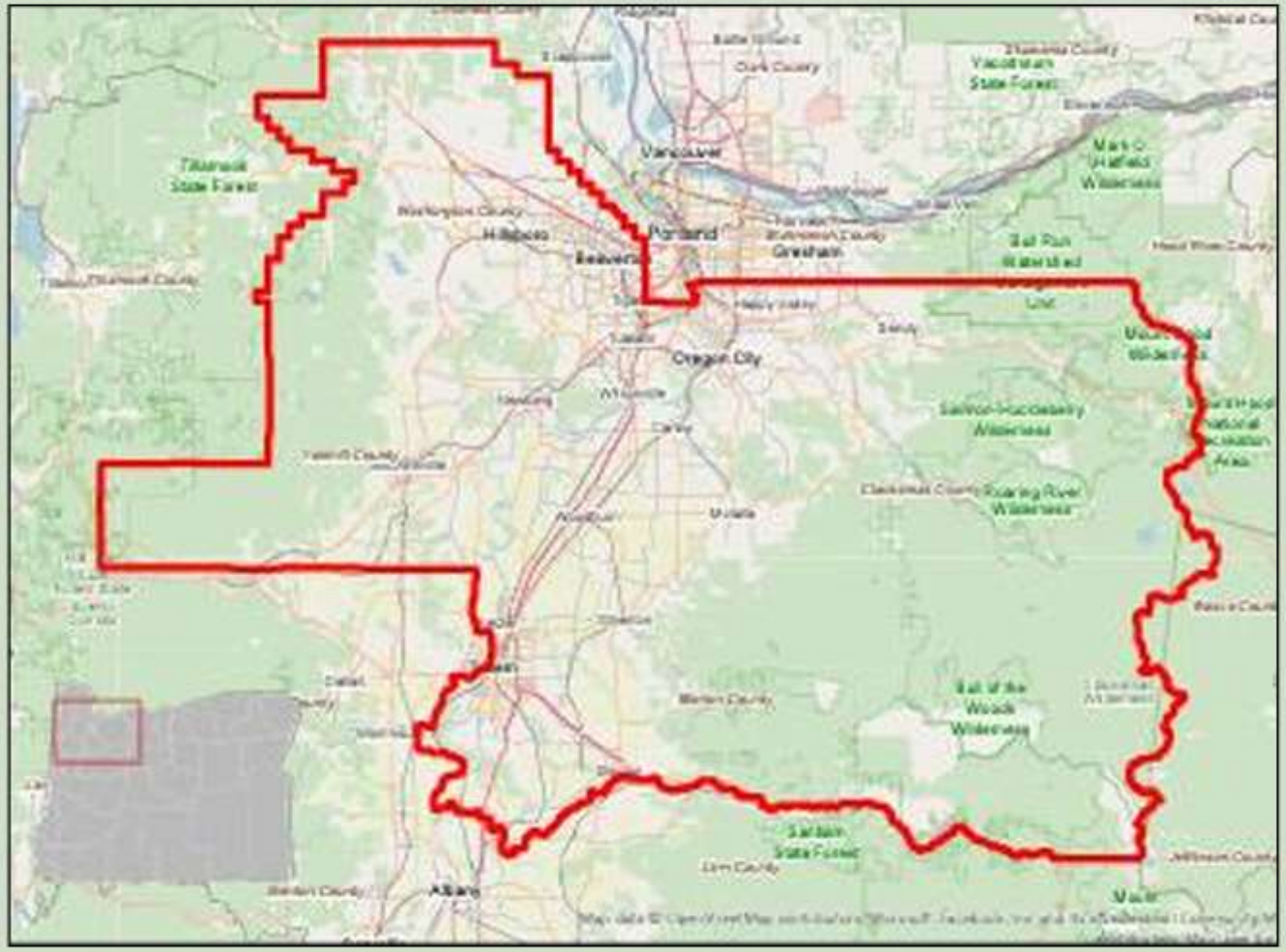
Do nothing

- Long term, this will have the highest cost
- In natural areas: heat and invasives increase
- Anticipate water impacts

EMERALD ASH BORER QUARANTINE ALERT

OREGON DEPARTMENT OF AGRICULTURE

WASHINGTON, YAMHILL, MARION, CLACKAMAS COUNTIES, OREGON

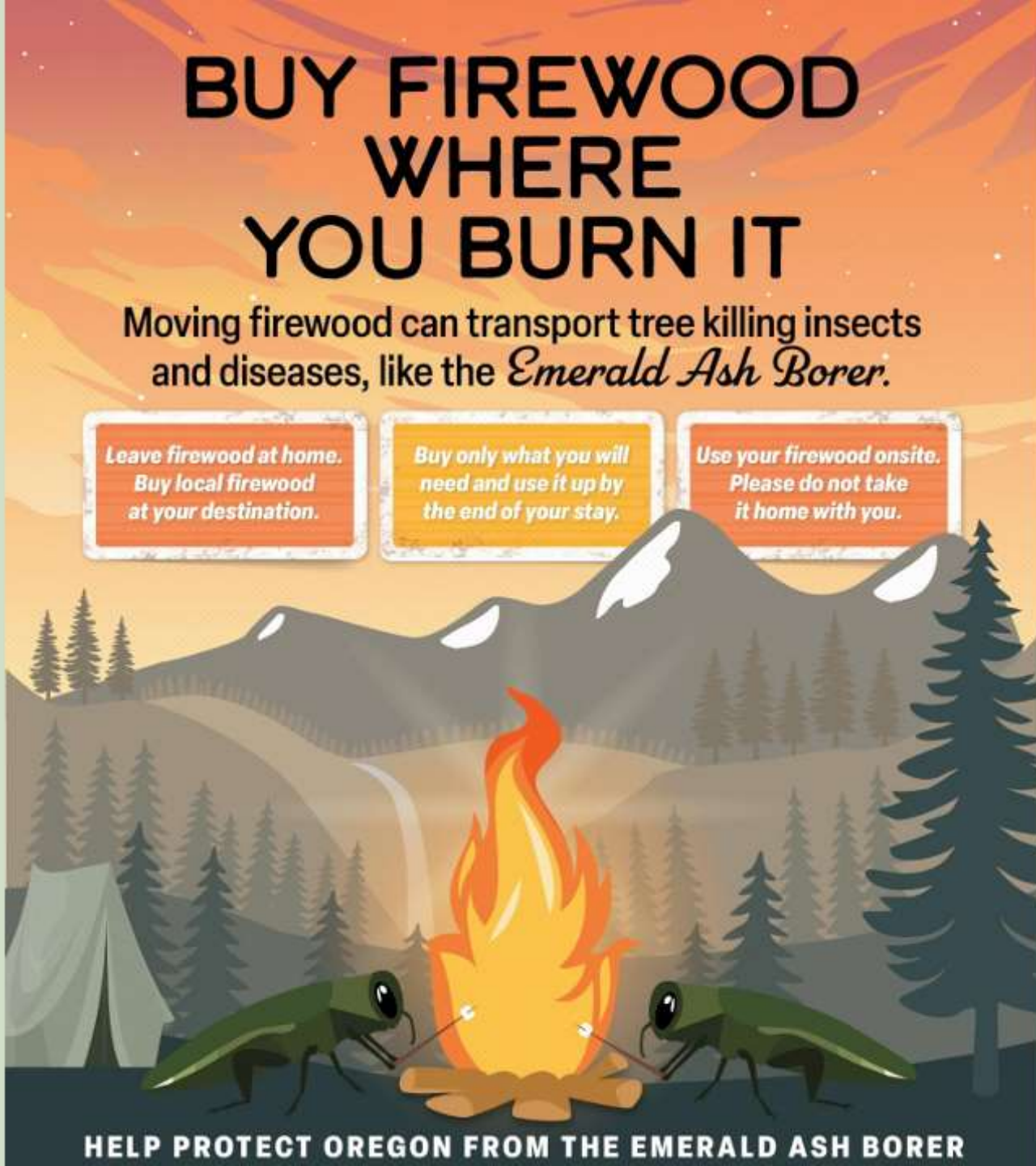


1. Restricts movement of ash, olive material (e.g., logs, nursery stock, chips, etc.)
2. Requires treatment (e.g. chip < 1”) and compliance agreement to move material outside quarantine
3. Limits ash tree removal and pruning to October 1 – April 30

OREGON DEPARTMENT OF FORESTRY

Public Outreach: 3 Takeways

1. The best way to help our forests is **Don't Move Firewood**
2. Keep an eye out for signs & symptoms and report EAB if you find any!
3. What your city is doing for EAB

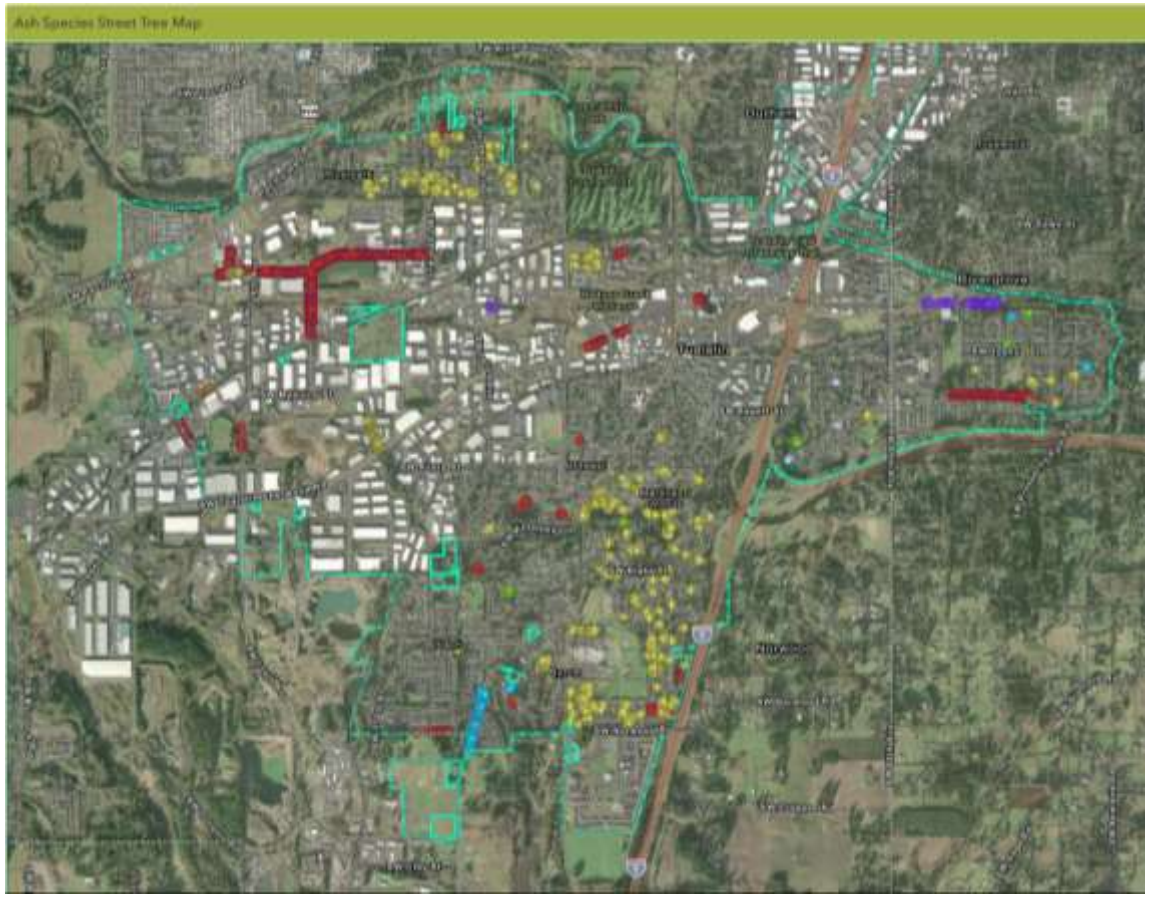


City Assessment

- Street Tree Assessment
  - Physical walk and count
  - 1,019 ash trees ID'd
  - Publicly accessible map created
- Natural Areas Assessment
  - 100 acres of 'high risk area' surveyed
  - 900 ash trees identified

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Tree Surveys





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Natural Areas Management Plan

- Overarching plan
  - Combines City's natural areas and street tree network
  - Presents strategies, methods, and prioritizes work
  - EAB response is an element within the plan
- Aiming for draft plan first part of FY 27/28
- Can help determine and prioritize funding requests

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Partnerships

- We're conversing with potential EAB partners:
  - Tualatin Soil and Water Conservation District
  - Tualatin Riverkeepers
  - Friends of Trees
  - CWS Tree for All
  - Other regional Cities



Community Education and Outreach

- Start early, notify people before trees begin to decline
- Tools include:
  - Informational website
  - Postcards to homes with Ash trees
  - ‘Tagging’ visible trees in park / natural areas
  - Articles in newsletter, other local publications



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Community Education and Outreach Examples

FAQS – Emerald Ash Borer

The member of the Buprestidae (jewel beetle) family, the emerald ash borer (*Agrilus planipennis*, commonly called EAB) is a small, wood-boring, green beetle native to northeastern Asia, where local ash species have natural resistance.

Adult beetles lay eggs to overwinter in trees or wood. The larvae (caterpillar stage) burrow into the bark to feed on the tree's tissue, which compromises the tree's structural integrity, causing canopy dieback and tree death.

+ Where has EAB been found in Oregon?

× I think I see EAB!





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Next Steps

- Scope and identify funding for a Natural Areas Management Plan
- Continue investigation of ash tree presence in community
- Continue exploration of partnerships
- Ramp up community outreach

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Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Robin Doughty, Interim Deputy City Manager

DATE: November 23, 2026

SUBJECT:
2026 National Community Survey

EXECUTIVE SUMMARY:
Between July and September 2026, residents of Tualatin were asked to participate in the National Community Survey™ either via a paper survey mailed to their residence or via an open participation link. The results from the survey are included here.

The National Community Survey™ is developed and provided by the National Research Center at Polco. The survey assesses the "livability" of Tualatin based on statistically valid survey results from residents in the community. The National Community Survey™ was selected because:

- It is part of a proven performance measurement program used nationwide and is the only community survey endorsed by the International City/County Management Association and the National League of Cities.
- It provides benchmark comparisons to their entire database of over 500 communities nationwide and custom benchmark comparisons to communities in the west with populations under 75,000.
- It provides a non-scientific web survey in addition to the statistically valid survey, which opened the opportunity to all residents to participate.
- Tualatin conducted the survey in 2010, 2013, 2016, 2020, and 2023, so data can be compared with previous years to see how resident's perceptions change over time.

The survey captures resident's opinions of livability considering ten central facets of community: (1) Mobility; (2) Community Design; (3) Inclusivity and Engagement; (4) Health and Wellness; (5) Economy; (6) Utilities; (7) Parks and Recreation; (8) Natural Environment; (9) Education, Arts, and Culture; and (10) Safety.

ATTACHMENTS:

- Presentation – 2026 National Community Survey
- 2026 National Community Survey Report of Results

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2026 Tualatin Community Survey

November 23, 2026

Sherilyn Lombos, City Manager
Robin Doughty, Interim Deputy City Manager

Agenda

- What is the National Community Survey?
- Survey Methodology
- Tualatin vs. Benchmarks
- Key Takeaways
- Tualatin 2030 Vision Alignment
- Questions

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National Community Survey

A tool used by local governments to collect, measure, and benchmark resident opinions on community livability and government performance:

- **Standardized Assessment -** Evaluates resident feedback across core community livability domains every two to three years.
- **Benchmarking-** Compares a local government's results against hundreds of other participating jurisdictions nationwide to track year-over-year progress.

The database is comprised of resident opinion gathered in surveys from around the country:

- **400** communities whose residents evaluated the same topics around the country
- **81** communities that align more closely with demographics in Tualatin

Tualatin has participated for six survey cycles (2010, 2013, 2016, 2020, 2023, 2026)

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Survey Methodology

National Research Center
POWERED BY POLCO

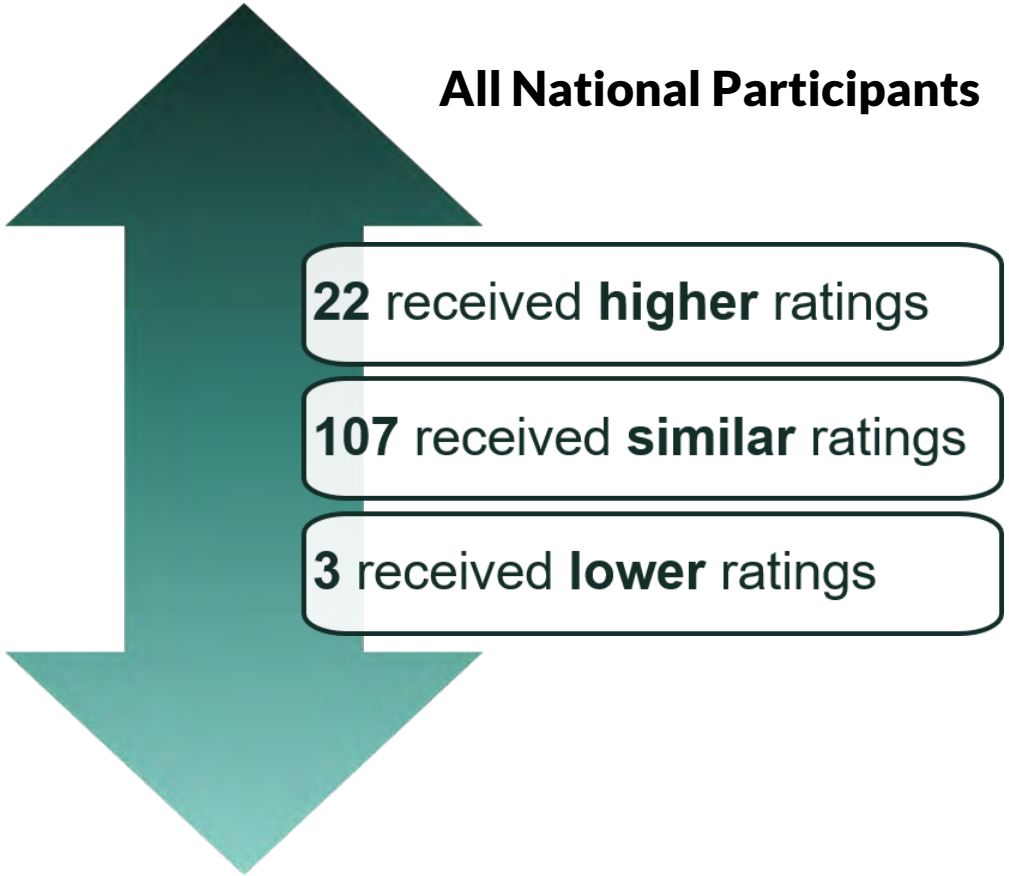
Polco

Charter Member
AAPOR Transparency Initiative
AMERICAN ASSOCIATION FOR PUBLIC OPINION RESEARCH

- Response rate of 10% - Similar to national average
- 303 returned surveys - Random sampling of 3,200 households
- Collected between July 9 and Sept. 3, 2026 (English and Spanish)
- 5.6% margin of error and 95% confidence interval
- Results were weighted to match the demographic profile of adults in Tualatin.

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Tualatin vs. 132 Benchmarks



All National Participants

- **22** received **higher** ratings
- **107** received **similar** ratings
- **3** received **lower** ratings



Similar-Sized Cities

- **43** received **higher** ratings
- **87** received **similar** ratings
- **2** received **lower** ratings

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Key Takeaways

Community Strengths

- Residents continue to view Tualatin as a highly desirable place to live
- Safety is a clear community strength
- Parks, recreation, and the natural environment are valued
- Library services and our public utilities (sewer, stormwater, and water) rate among the highest in the country!

Focus Areas

- Economic measures may indicate opportunities for continued attention
- Transportation results show mixed ratings
- Downtown vibrancy and Tualatin as a place to visit show room for improvement









Council Vision
Inclusive + Engaged Community

89% Rate the overall quality of life as excellent/good

92% See the website and newsletter as a good source of information

86% Rate Tualatin as treating residents with respect

89% Rate customer service by City Employees as excellent/good

Upward trends among residents

- Advocated for a local issue
- Volunteered their time
- Watched/attended meeting
- Contacted the City



Council Vision
Safe, Vibrant Gathering Places

96% Rate Public library services as excellent/good

93% Overall feeling of safety in Tualatin

92% Rate the quality of parks and recreation as excellent/good

57% Rate public places to spend time as excellent/good

95% Support increasing programming and events in the core area



Council Vision
Transportation System

89% Rate the overall quality of street cleaning as excellent/good

74% Rate ease of public parking as excellent/good

31% Rate ease of public transportation as excellent/good

37% Rate traffic flow on major streets as excellent/good

84% Support projects to improve traffic flow and pedestrian projects



Council Vision
Thriving Economy

77% Rate Tualatin's overall economic health as excellent/good

34% Rate the vibrancy of downtown area as excellent/good

46% Would recommend Tualatin as a place to visit

90% Support investing in downtown buildings/infrastructure

95% Supported the promotion of new retail and restaurants



Council Vision
Welcoming Neighborhoods

98% Rate Tualatin neighborhoods as safe during the day

88% Rate their neighborhood as an excellent/good place to live

87% Rate the utility infrastructure as excellent/good

28% Rate the availability of affordable quality housing as excellent/good

74% Support encouraging a range of housing options



Council Vision
Environmentally Active

94% Rate our natural environment As excellent/good

84% Rate the availability of walking paths/trails as excellent/good

93% Rate stormwater management as excellent/good

87% Rate drinking water as excellent/good

91% Support a regional stormwater management system



Questions?

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THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Tualatin, OR

The National Community Survey

Report of Results
2026

Report by: Cindy Mays

National Research Center
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National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Tualatin. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations, and residents, all geographically connected. The NCS focuses on the livability of Tualatin by categorizing survey questions into the ten main "facets" of community livability shown below, in addition to ratings for quality of life and local governance. These facets have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Community Connection

The report provides the opinions of a representative sample of 303 residents of the City of Tualatin collected from July 9th, 2026 to September 3rd, 2026. The margin of error around any reported percentage is 5.6% for all respondents. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Tualatin.

Reporting Results

For the most part, the percentages presented in this report represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer "don't know." The proportion of respondents giving a "don't know" response is shown in the full set of responses included in the "Complete Data" section; however, these responses have been removed from the analyses presented in the main body of the report. Therefore, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Benchmark Comparisons

Polco's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 400 communities whose residents evaluated the same kinds of topics on The NCS. The comparison evaluations include surveys from the past five years. If a jurisdiction has conducted multiple efforts in the past five years, only the most recent survey is included in the benchmark database. Polco adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range.

In each tab, Tualatin's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or

“similar” to the benchmark, meaning that the average rating given by Tualatin residents. Being rated as “higher” or “lower” than the benchmark means that Tualatin's average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Tualatin's average rating was more than 20 points different when compared to the benchmark.

In addition to these national benchmarks, comparisons were also made to a smaller cohort of communities that align more closely to the demographics in Tualatin. This cohort included Idaho Falls and Twin Falls (Idaho), Unalaska (Alaska), Bozeman (Montana), Los Alamos County (New Mexico), Albany, Ashland, Clatsop County, Corvallis, Dallas, Florence, Keizer, North Bend, Oregon City, Tigard, Tualatin, West Linn and Wilsonville (Oregon), Midvale and Park City (Utah), Bainbridge Island, Issaquah, Lacey, Lakewood, Lynnwood, Marysville, Mountlake Terrace, Puyallup, Richland, Sammamish, Snoqualmie, Washougal and Woodinville (Washington), American Canyon, Arcadia, Beaumont, Benicia, Coronado, El Cerrito, Gardena, Laguna Beach, Larkspur, Loma Linda, Mariposa County, Moorpark, Palm Springs, Palo Alto, Redlands, Rocklin, Santa Cruz and South Lake Tahoe (California), Aspen, Berthoud, Brighton, Commerce City, Durango, Elbert County, Englewood, Erie, Estes Park, Firestone, Fort Lupton, Frederick, Fruita, Glenwood Springs, Golden, Gunnison County, Johnstown, Littleton, Louisville, Northglenn, Parachute, Parker, Pitkin County, Steamboat Springs, Superior, Telluride, Trinidad, Wellington, Wheat Ridge and Woodland Park (Colorado). Comparisons to these communities can be found throughout the report and in the Custom Benchmarks tab.

Trends over time

Trend data for Tualatin represent important comparison data and should be examined for improvements or declines.[1] Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 7.7 percentage points between the 2023 and 2026 surveys, the change is statistically significant.

1. In 2020 and 2025, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting Survey Recipients

All households within the City of Tualatin were eligible to participate in the survey. A list of all households within the zip codes serving Tualatin was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.

Since some of the zip codes that serve Tualatin households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Tualatin boundaries were removed from the list of potential households to survey. Each address identified as being within City boundaries was further identified as being within one of the three areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units sampled at a rate of 5:3 compared to single family housing units.

Conducting the Random Sample Survey

The 3,200 randomly selected households received mailings beginning on July 9th, 2026 and data collection for the survey remained open for eight weeks. The first mailing was a postcard inviting the household to participate in the survey online. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to access the survey in their preferred language.

About 3% of the 3,200 mailed invitations were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 3,095 households that received the invitations to participate, 303 completed the survey, providing an overall response rate of 10%. Of the 303 responses, 300 were completed in English and 3 were completed in Spanish.The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.[1]

It is customary to describe the precision of estimates by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval quantifies the sampling error or imprecision of the survey results based on the total number of responses received. This is because *some* residents' opinions are relied on to estimate *all* residents' opinions. The margin of error for the City of Tualatin survey is no greater than plus or minus 5.6 percentage points around any given percent reported for all respondents (303 completed surveys).

Conducting the Open Participation Survey

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of Tualatin. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Tualatin and also a question about where they heard about the survey.

The open-participation survey was open to all city residents and became available on August 13th, 2026. The survey remained open for three weeks and 58 responses were received. The data presented in the following report excludes the open participation survey data, but the online report includes a tab which provides the complete open participation results.

Analyzing the Data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all

responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2024 American Community Survey estimates for adults in the City of Tualatin. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[2] The results of the weighting scheme for the probability sample are presented in the following table.

Polco aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target [4]
Age	18-34	**6%**	**28%**	**31%**
	35-54	**34%**	**37%**	**36%**
	55+	**61%**	**35%**	**33%**
Area	East Tualatin	**22%**	**26%**	**26%**
	Northwest Tualatin	**19%**	**28%**	**27%**
	Southwest Tualatin	**59%**	**46%**	**47%**
Hispanic origin	No	**95%**	**82%**	**78%**
	Yes	**5%**	**18%**	**22%**
Housing tenure	Own	**85%**	**55%**	**55%**
	Rent	**15%**	**45%**	**45%**
Housing type	Attached	**20%**	**49%**	**49%**
	Detached	**80%**	**51%**	**51%**
Race & Hispanic ori..	Not white alone	**13%**	**32%**	**34%**
	White alone, not Hispanic or Latino	**87%**	**68%**	**66%**
Sex	Man	**50%**	**51%**	**50%**
	Woman	**50%**	**49%**	**50%**
Sex/age	Man 18-34	**3%**	**16%**	**16%**
	Man 35-54	**15%**	**19%**	**18%**
	Man 55+	**32%**	**16%**	**16%**
	Woman 18-34	**3%**	**13%**	**15%**
	Woman 35-54	**20%**	**18%**	**18%**
	Woman 55+	**28%**	**18%**	**17%**

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias, and social desirability bias.

Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences that survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a *coverage error*, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (*recall bias* and *social desirability bias*).

Survey Validity

See the Polco Knowledge Base article on survey validity at https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results

Contact

The City of Tualatin funded this research. Please contact Megan George of the City of Tualatin at mgeorge@tualatin.gov if you have any questions about the survey.

1. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
3. Targets come from the 2020 Census and 2024 American Community Survey

Key Findings

Community Strengths

Residents continue to view Tualatin as a highly desirable place to live.
- About 9 in 10 respondents gave excellent or good ratings to Tualatin as a place to live, and as a place to raise children.
- A similar proportion gave positive ratings to the overall quality of life.
- Strong majorities said they would recommend living in Tualatin to someone who asks, and plan to remain in Tualatin for the next five years.

Safety is a clear community strength.
- Over 9 in 10 residents positively rated the overall feeling of safety, higher than both national and custom benchmarks.
- Nearly all respondents felt safe in their neighborhood during the day, and in Tualatin's downtown/commercial area during the day.
- Over 8 in 10 community members gave excellent or good ratings to feeling safe from property crime, and nearly 9 in 10 felt safe from fire, flood, or other natural disaster. Both of these items were rated higher than the custom benchmarks.
- Several public safety services showed notable gains since 2023, including:
    - Fire services (from 90% in 2023 to 99% in 2026)
    - Ambulance or emergency medical services (87% to 96%)
    - Crime prevention (82% to 89%; higher than national and custom benchmarks)
    - Fire prevention and education (75% to 87%)
    - Emergency preparedness (73% to 82%)

Parks, recreation, and the natural environment receive strong reviews.
- About 9 in 10 respondents rated the overall quality of parks and recreation opportunities positively, higher than both national and custom benchmarks, and up significantly from 83% in 2023.
- Roughly 8 in 10 gave excellent or good ratings to the availability of paths and walking trails, higher than both national and custom benchmarks.
- Over 9 in 10 residents gave positive ratings to the overall quality of the natural environment, higher than the national benchmark.
- The cleanliness of Tualatin received strong reviews and was higher than both national and custom benchmarks, and 9 in 10 positively rated the air quality.

Focus Areas

Economic measures may indicate opportunities for continued attention.
- Fewer than half of respondents positively rated Tualatin as a place to visit, lower than both national and custom benchmarks, and down significantly from 55% in 2023.
- Employment opportunities received positive ratings from about 4 in 10 residents, also declining significantly from 54% in 2023, though this rating is similar to both national and custom benchmarks.
- About 3 in 10 respondents positively rated the vibrancy of the downtown/commercial area, lower than the national benchmark but similar to comparison communities.
- Cost of living was rated positively by about 3 in 10 respondents, similar to both the national and custom benchmarks.

Transportation results show mixed ratings.
- Almost 4 in 10 residents positively rated the traffic flow on major streets, lower than both national and custom benchmarks, though this measure improved significantly from 27% in 2023.
- About 3 in 10 respondents gave positive ratings to the ease of travel by public transportation, decreasing from 4 in 10 since 2023.
- Ratings for snow removal significantly increased since 2023 from 57% to 74%.
- Fewer than half of community members rated bus or transit services positively, a significant decrease from 57% in 2023, though this is similar to both national and custom benchmarks.
- Several safety related items were rated higher than both national and custom benchmarks, including:
    - Street cleaning (89%)

- Street lighting (81%)
- Street repair (74%)

Other Notable Results

• Residents were asked which projects for the downtown Tualatin area they would support. The top 3 projects residents supported were:

- Increase programming and events near the Lake of the Commons like a farmers' market and food cart pods (95%)
- Complete the new riverfront park (includes connecting the two segments of the Tualatin River greenway trail; 95%)
- Promote the development of new retail and restaurants (93%)

○ Residents were most opposed to improving pedestrian circulation across the Lake of the Commons with a bridge (or similar; 34% opposed), and encouraging a range of housing options including, but not limited to, market-rate and workforce housing apartments (most likely above ground-floor retail; 26% opposed).

Benchmark Comparisons

Of the evaluative questions, 107 were statistically similar to the national benchmark. Higher ratings were seen in 22 items, while 2 ratings were lower. The most significant of those ratings are listed below.

Higher:

• Public library services (96%)
• Overall quality of natural environment (94%)
• Sewer services (94%)
• Overall feeling of safety (93%)
• Storm water management (93%)

Lower:

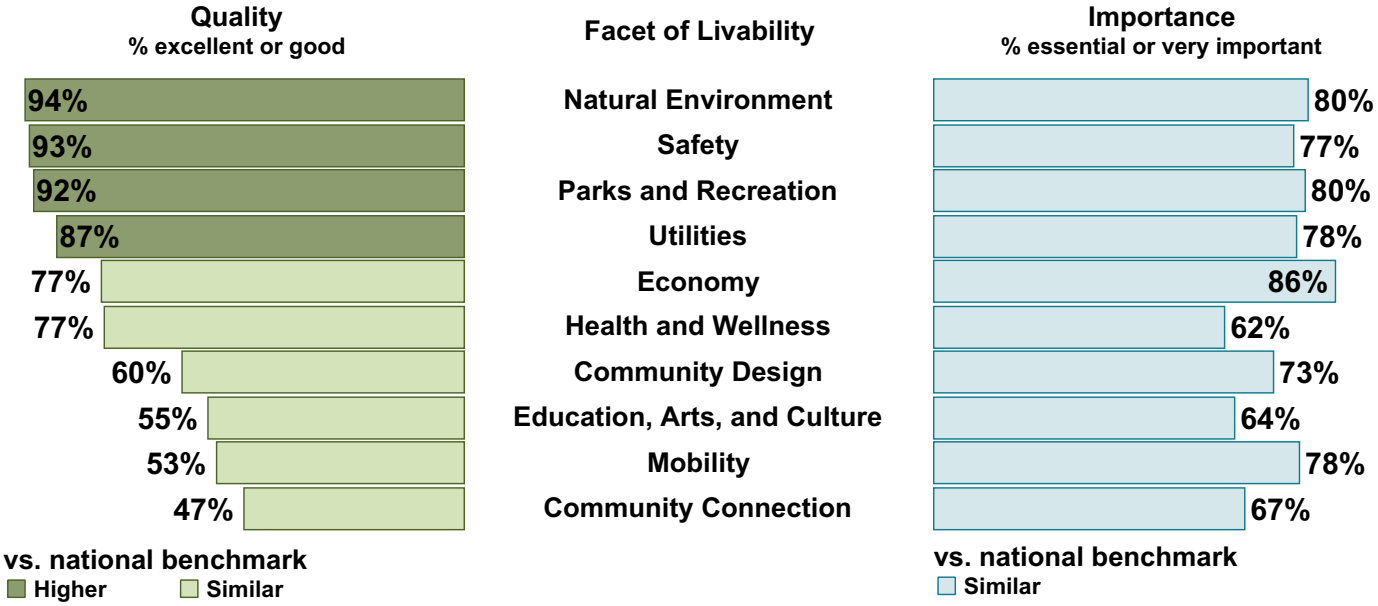
• Tualatin as a place to visit (46%)
• Traffic flow on major streets (37%)

Facets of Livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

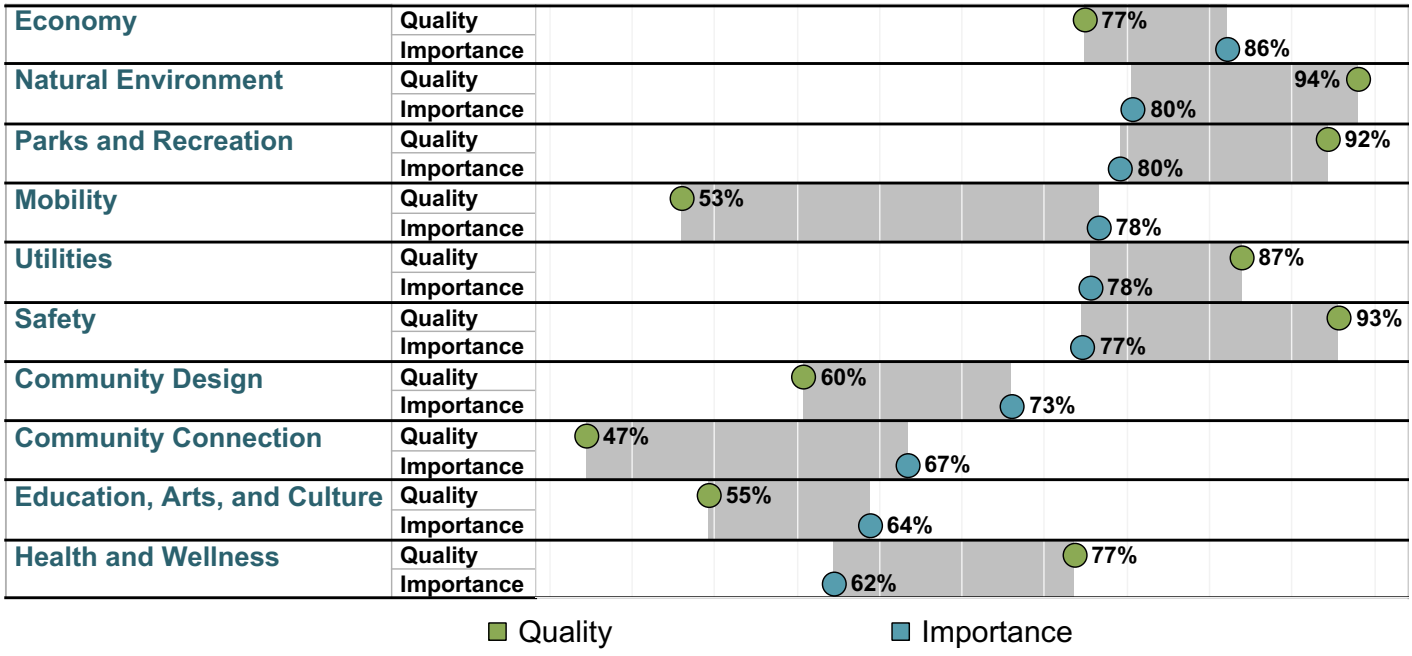
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

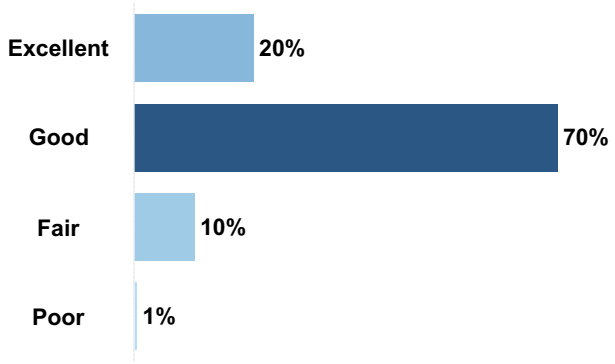
The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Tualatin



Please rate each of the following aspects of quality of life in Tualatin.
(% excellent or good)

	2023	2026	vs. national benchmark[8]	vs. custom benchmark[9]
Tualatin as a place to live	91%	92%	Similar	Similar
The overall quality of life	89%	90%	Similar	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

	2023	2026		
Recommend living in Tualatin to someone who asks	89%	88%	Similar	Similar
Remain in Tualatin for the next five years	79%	86%	Similar	Similar

Please rate each of the following in the Tualatin community.
(% excellent or good)

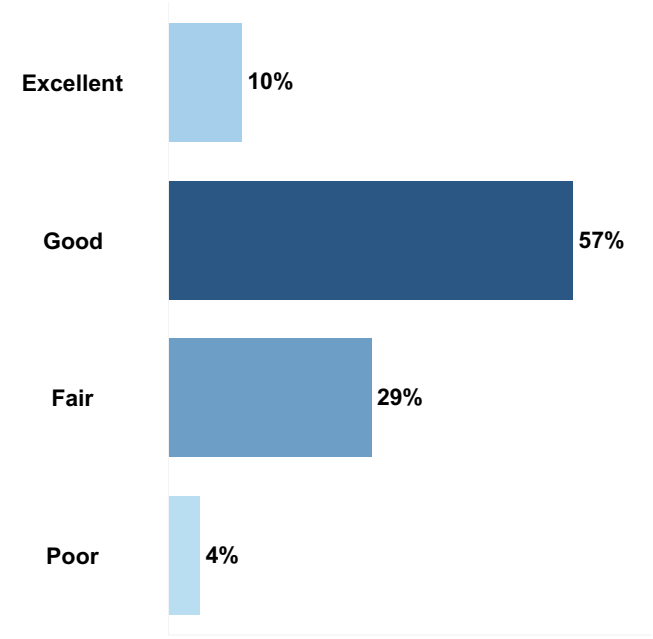
	2023	2026		
Overall image or reputation	80%	84%	Similar	Similar

8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
9. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

Overall confidence in Tualatin government



Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

	2023	2026	vs. national benchmark[10]	vs. custom benchmark[11]
Public information services	76%	73%	Similar	Similar
Overall customer service by Tualatin employees	85%	89%	Similar	Similar

Please rate the following categories of Tualatin government performance.
(% excellent or good)

	2023	2026		
The value of services for the taxes paid to Tualatin	67%	67%	Similar	Higher
The overall direction that Tualatin is taking	72%	68%	Similar	Higher
The job Tualatin government does at welcoming resident involvement	63%	61%	Similar	Similar

Overall confidence in Tualatin government	65% → 67%	Similar	Higher
Generally acting in the best interest of the community	72% → 71%	Similar	Higher
Being honest	78% → 71%	Higher	Higher
Being open and transparent to the public	72% → 64% ↘	Similar	Higher
Informing residents about issues facing the community	64% → 59%	Similar	Higher
Treating all residents fairly	81% → 81%	Higher	Higher
Treating residents with respect	85% → 86%	Higher	Higher

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

	2023 → 2026		
Attended a local public meeting	17% → 19%	Similar	Similar
Contacted the City of Tualatin for help or information	31% → 39% ↗	Similar	Similar
Contacted Tualatin elected officials to express your opinion	11% → 17%	Similar	Similar
Watched a local public meeting	11% → 18%	Similar	Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

	2023 → 2026		
The City of Tualatin	82% → 80%	Similar	Similar

The Federal Government	41%	27% ↘	Similar	Similar

Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about Tualatin activities, events, and services.
(% yes)

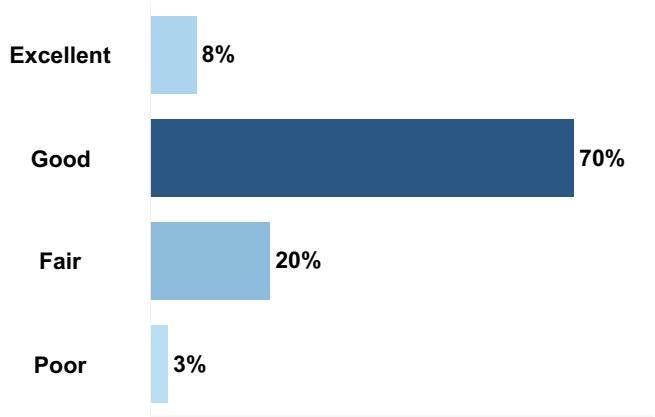
	2023	2026		
City of Tualatin direct mailers (postcard, flyer, utility bill insert)		89%	Similar	Similar
City of Tualatin emails or text messages		64%	Similar	Similar
City of Tualatin newsletter	74%	92% ↗	Higher	Much higher
City of Tualatin social media (Facebook, X, Instagram, LinkedIn, Nextdoor)	68%	67%	Similar	Similar
City of Tualatin website	93%	92%	Similar	Similar
Local media (newspapers, news programs)	92%	76% ↘	Similar	Similar
Public access television		33%	Similar	Similar
Public meetings	63%	56%	Similar	Similar
Word of mouth		80%	Similar	Similar

10. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
11. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Tualatin



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[12]	vs. custom benchmark[13]
Overall economic health	77%	77%	Similar	Similar

Please rate each of the following aspects of quality of life in Tualatin.
(% excellent or good)

	2023	2026		
Tualatin as a place to work	75%	67% ↘	Similar	Higher
Tualatin as a place to visit	55%	46% ↘	Lower	Lower

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

	2023	2026		
Economic development	61%	54%	Similar	Similar

Please rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Overall quality of business and service establishments	72%	66%	Similar	Similar
Variety of business and service establishments	49%	50%	Similar	Similar
Vibrancy of downtown/commercial area	36%	34%	Lower	Similar
Employment opportunities	54%	44% ↘	Similar	Similar
Shopping opportunities	60%	57%	Similar	Higher
Cost of living	36%	29%	Similar	Similar

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

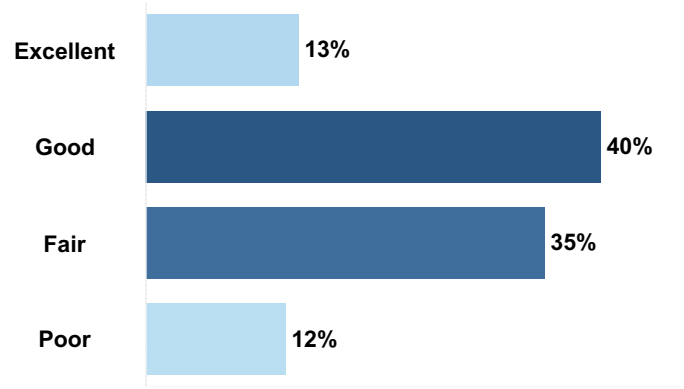
	2023	2026		
What impact, if any, do you think the economy will have on your family income in the next 6 months?	21%	31% ↗	Similar	Higher

12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
13. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Mobility

The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.

Overall quality of the transportation system in Tualatin



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[14]	vs. custom benchmark[15]
Overall quality of the transportation system	58%	53%	Similar	Similar

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Traffic flow on major streets	27%	37% ↗	Lower	Lower
Ease of public parking	76%	74%	Higher	Higher
Ease of travel by car	62%	69%	Similar	Similar
Ease of travel by public transportation	44%	31% ↘	Similar	Similar
Ease of travel by bicycle	58%	55%	Similar	Similar
Ease of walking	73%	67%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

	2023	2026		
Used public transportation instead of driving	31%	31%	Similar	Similar
Carpooled with other adults or children instead of driving alone	55%	52%	Similar	Similar
Walked or biked instead of driving	77%	66% ↘	Similar	Similar

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

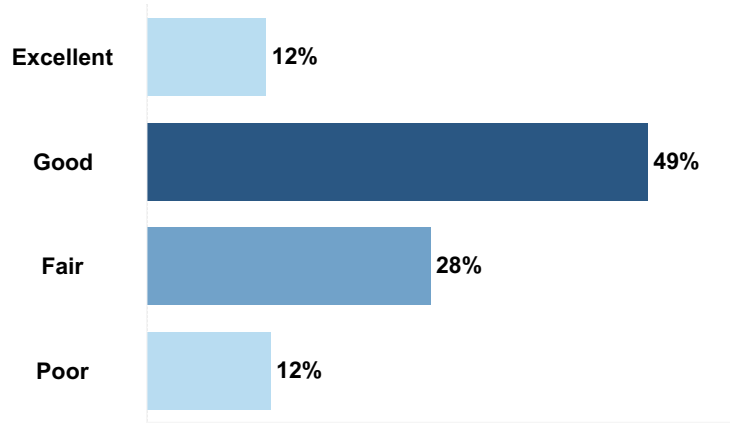
	2023	2026		
Traffic enforcement	72%	66%	Similar	Similar
Traffic signal timing	55%	51%	Similar	Similar
Street repair	68%	74%	Higher	Higher
Street cleaning	87%	89%	Higher	Higher
Street lighting	80%	81%	Higher	Higher
Snow removal	57%	74% ↗	Similar	Similar
Sidewalk maintenance	79%	73%	Similar	Higher
Bus or transit services	57%	47% ↘	Similar	Similar

14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
15. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.

Overall design or layout of Tualatin's residential and commercial areas



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[16]	vs. custom benchmark[17]
Overall design or layout of residential and commercial areas	58%	60%	Similar	Similar

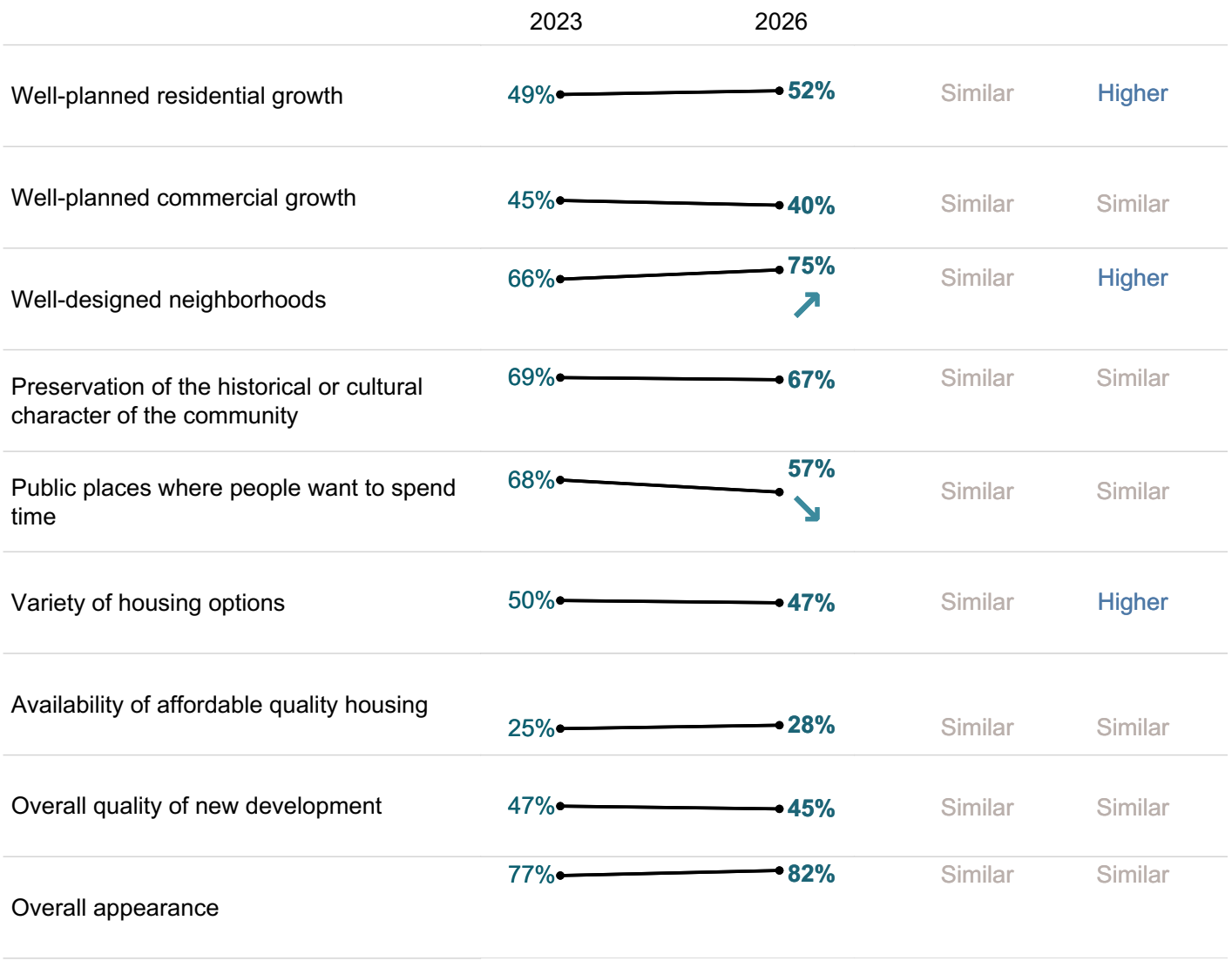
Please rate each of the following aspects of quality of life in Tualatin.
(% excellent or good)

	2023	2026		
Your neighborhood as a place to live	90%	88%	Similar	Similar

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

	2023	2026		
Land use, planning and zoning	47%	49%	Similar	Similar
Code enforcement	59%	64%	Higher	Higher

Please also rate each of the following in the Tualatin community.
(% excellent or good)

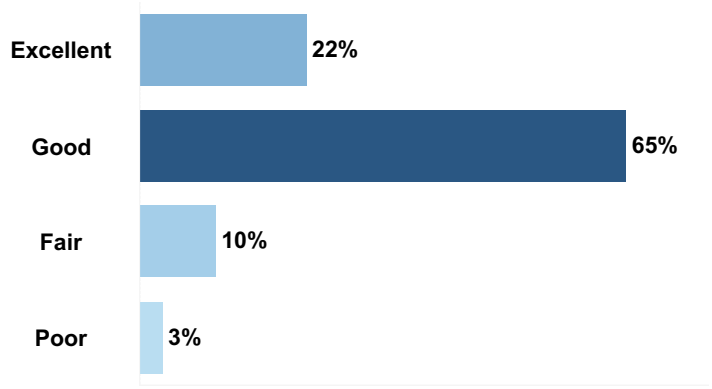


16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
17. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Utilities

Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.

Overall quality of the utility infrastructure in Tualatin



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[18]	vs. custom benchmark[19]
Overall quality of the utility infrastructure	85%	87%	Higher	Higher

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

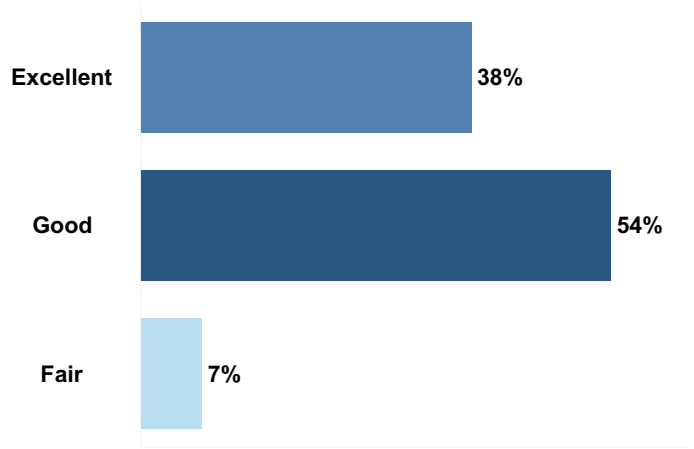
	2023	2026		
Affordable high-speed internet access	65%	67%	Similar	Higher
Garbage collection	90%	92%	Higher	Higher
Drinking water	93%	87%	Higher	Higher
Sewer services	93%	94%	Higher	Higher
Storm water management	90%	93%	Higher	Higher
Power (electric and/or gas) utility	87%	88%	Similar	Higher
Utility billing	78%	65% ↘	Similar	Similar

18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
19. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.

Overall feeling of safety in Tualatin



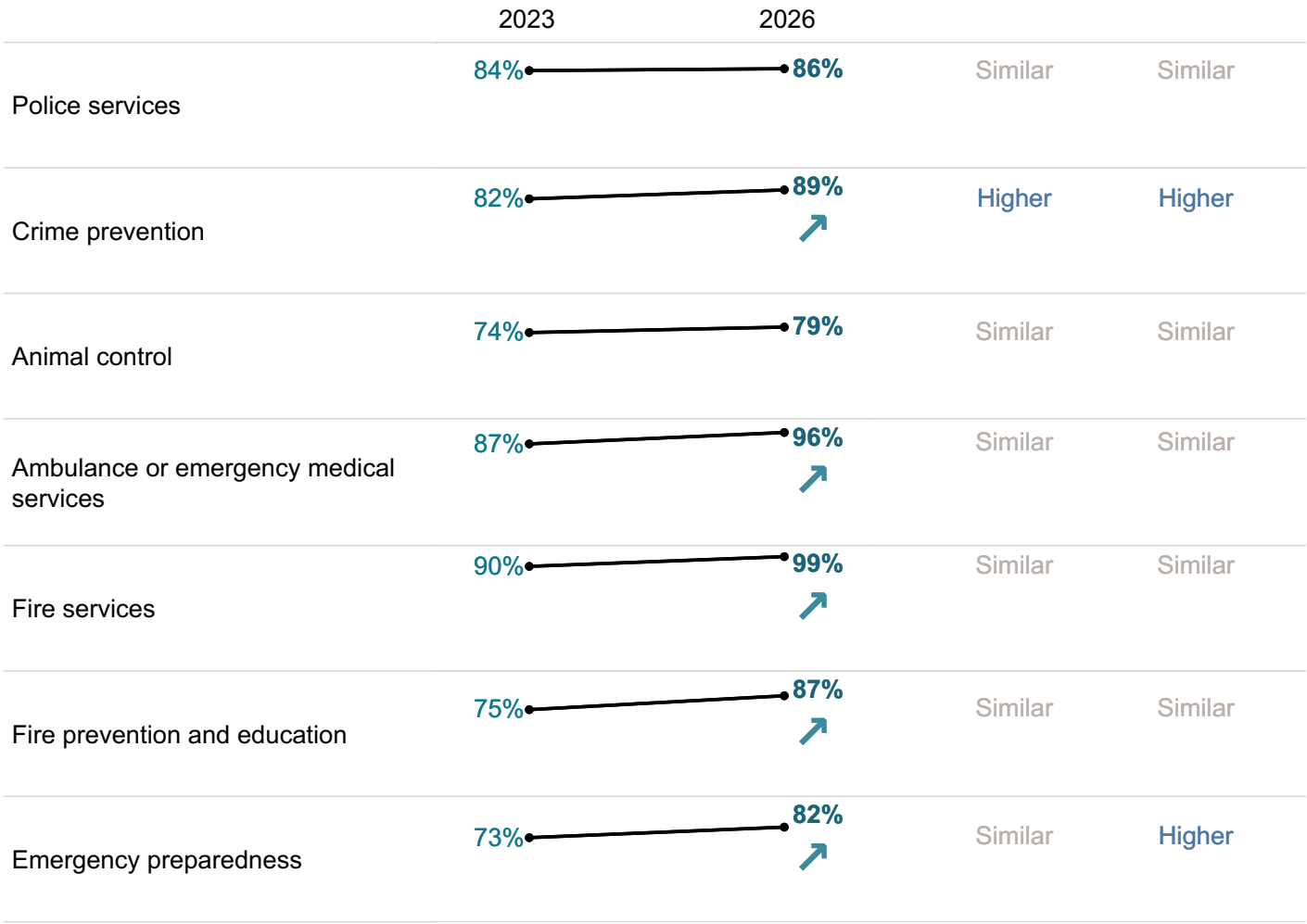
Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[20]	vs. custom benchmark[21]
Overall feeling of safety	87%	93%	Higher	Higher

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

	2023	2026		
In your neighborhood during the day	94%	98%	Similar	Similar
In Tualatin's downtown/commercial area during the day	92%	96%	Similar	Similar
From property crime	80%	86%	Similar	Higher
From violent crime	91%	91%	Similar	Similar
From fire, flood, or other natural disaster	86%	89%	Similar	Higher

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

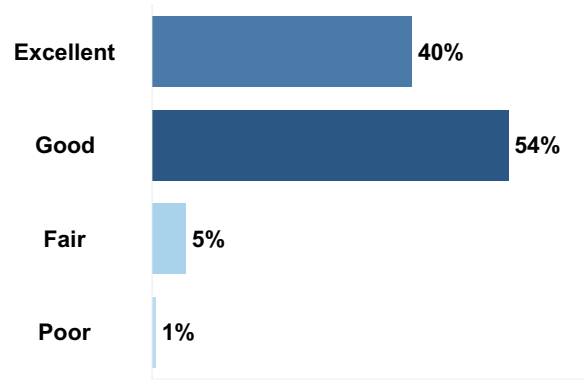


20. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
21. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Natural Environment

The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.

Overall quality of natural environment in Tualatin



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[22]	vs. custom benchmark[23]
Overall quality of natural environment	83%	94% ↗	Higher	Similar

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Cleanliness	86%	90%	Higher	Higher
Water resources	76%	71%	Similar	Similar
Air quality	90%	91%	Similar	Similar

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

	2023	2026		
Preservation of natural areas	73%	70%	Similar	Similar
Tualatin open space	72%	67%	Similar	Similar
Recycling	84%	81%	Similar	Higher
Yard waste pick-up	84%	91%	Higher	Higher

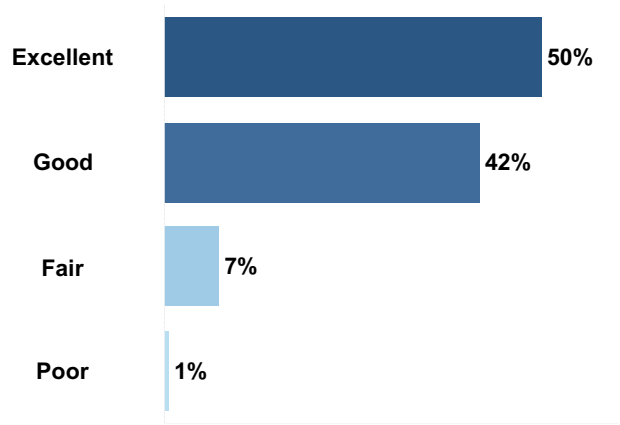
22. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
23. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of parks and recreation opportunities



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[24]	vs. custom benchmark[25]
Overall quality of parks and recreation opportunities	83%	92% ↗	Higher	Higher

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Availability of paths and walking trails	83%	84%	Higher	Higher
Fitness opportunities	80%	72%	Similar	Similar
Recreational opportunities	71%	67%	Similar	Similar

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

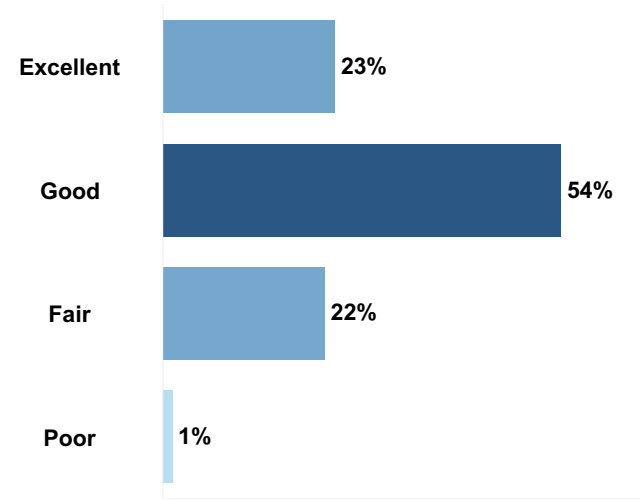
	2023	2026		
City parks	86%	89%	Similar	Similar
Recreation programs or classes	72%	65%	Similar	Similar
Recreation centers or facilities	73%	65% ↘	Similar	Similar

24. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
25. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

Health and Wellness

The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.

Overall health and wellness opportunities in Tualatin



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[26]	vs. custom benchmark[27]
Overall health and wellness opportunities	75%	77%	Similar	Similar

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Availability of affordable quality food	51%	52%	Similar	Similar
Availability of affordable quality health care	63%	63%	Similar	Higher
Availability of preventive health services	68%	64%	Similar	Higher
Availability of affordable quality mental health care	47%	42%	Similar	Similar

Please rate the quality of each of the following services in Tualatin.
(% excellent or good)



Health services	↘	Similar	Similar

Please rate your overall health.
(% excellent or very good)

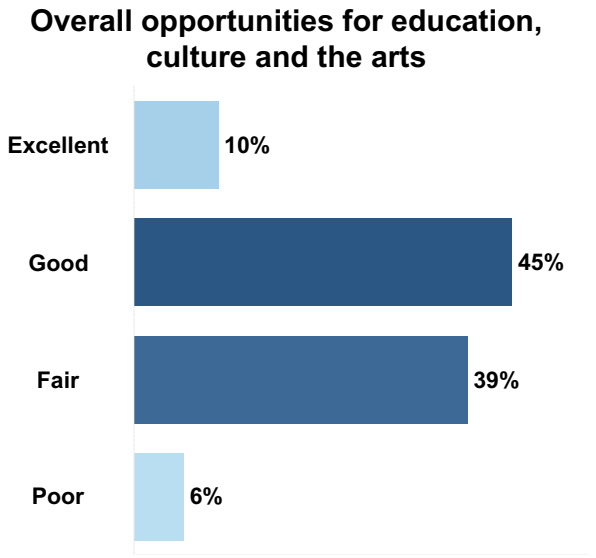


Please rate your overall health.		Similar	Similar

26. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
27. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[28]	vs. custom benchmark[29]
Overall opportunities for education, culture, and the arts	65%	55% ↘	Similar	Similar

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023	2026		
Opportunities to attend cultural/arts/music activities	52%	48%	Similar	Similar
Community support for the arts	61%	54%	Similar	Similar
Availability of affordable quality childcare/preschool	50%	49%	Similar	Higher
K-12 education	72%	69%	Similar	Similar
Adult educational opportunities	45%	42%	Similar	Similar
Opportunities to attend special events and festivals	59%	62%	Similar	Similar

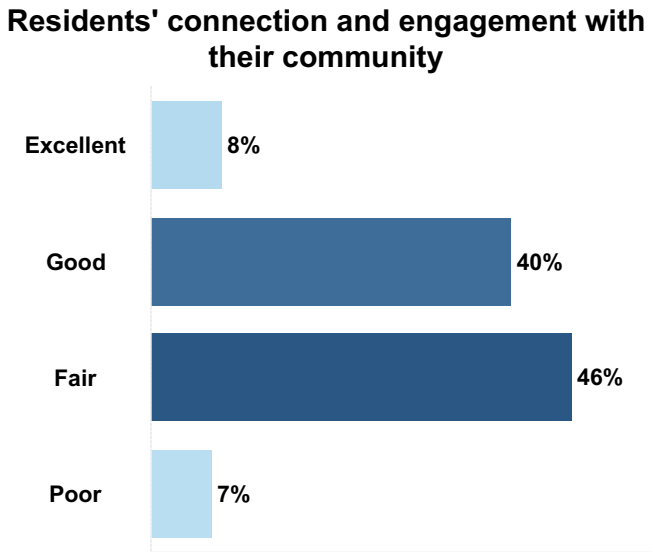
Please rate the quality of each of the following services in Tualatin.
(% excellent or good)

	2023	2026		
Public library services	91%	**96%**	Higher	Higher

28. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
29. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Community Connection

Community connection reflects residents' sense of belonging. When residents feel welcomed and encouraged to participate, they are more likely to feel engaged and connected to their community.



Please rate each of the following characteristics as they relate to Tualatin as a whole.
(% excellent or good)

	2023	2026	vs. national benchmark[30]	vs. custom benchmark[31]
Residents' connection and engagement with their community	52%	47%	Similar	Similar

Please rate each of the following aspects of quality of life in Tualatin.
(% excellent or good)

	2023	2026		
Tualatin as a place to raise children	92%	90%	Similar	Similar
Tualatin as a place to retire	62%	59%	Similar	Similar
Sense of community	60%	58%	Similar	Similar

Please rate the job you feel the Tualatin community does at each of the following.
(% excellent or good)

	2022	2024	2026		
Making all residents feel welcome	77%		77%	Similar	Similar
Attracting people from diverse backgrounds	60%		58%	Similar	Similar

Valuing/respecting residents from diverse backgrounds	70% → 74%	Similar	Similar
Taking care of vulnerable residents	57% → 53%	Similar	Similar

Please also rate each of the following in the Tualatin community.
(% excellent or good)

	2023 → 2026		
Sense of civic/community pride	58% → 49% ↘	Similar	Similar
Neighborliness of residents	62% → 59%	Similar	Similar
Opportunities to participate in social events and activities	59% → 56%	Similar	Similar
Opportunities to volunteer	63% → 72% ↗	Similar	Similar
Opportunities to participate in community matters	64% → 67%	Similar	Similar
Openness and acceptance of the community toward people of diverse backgrounds	71% → 68%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

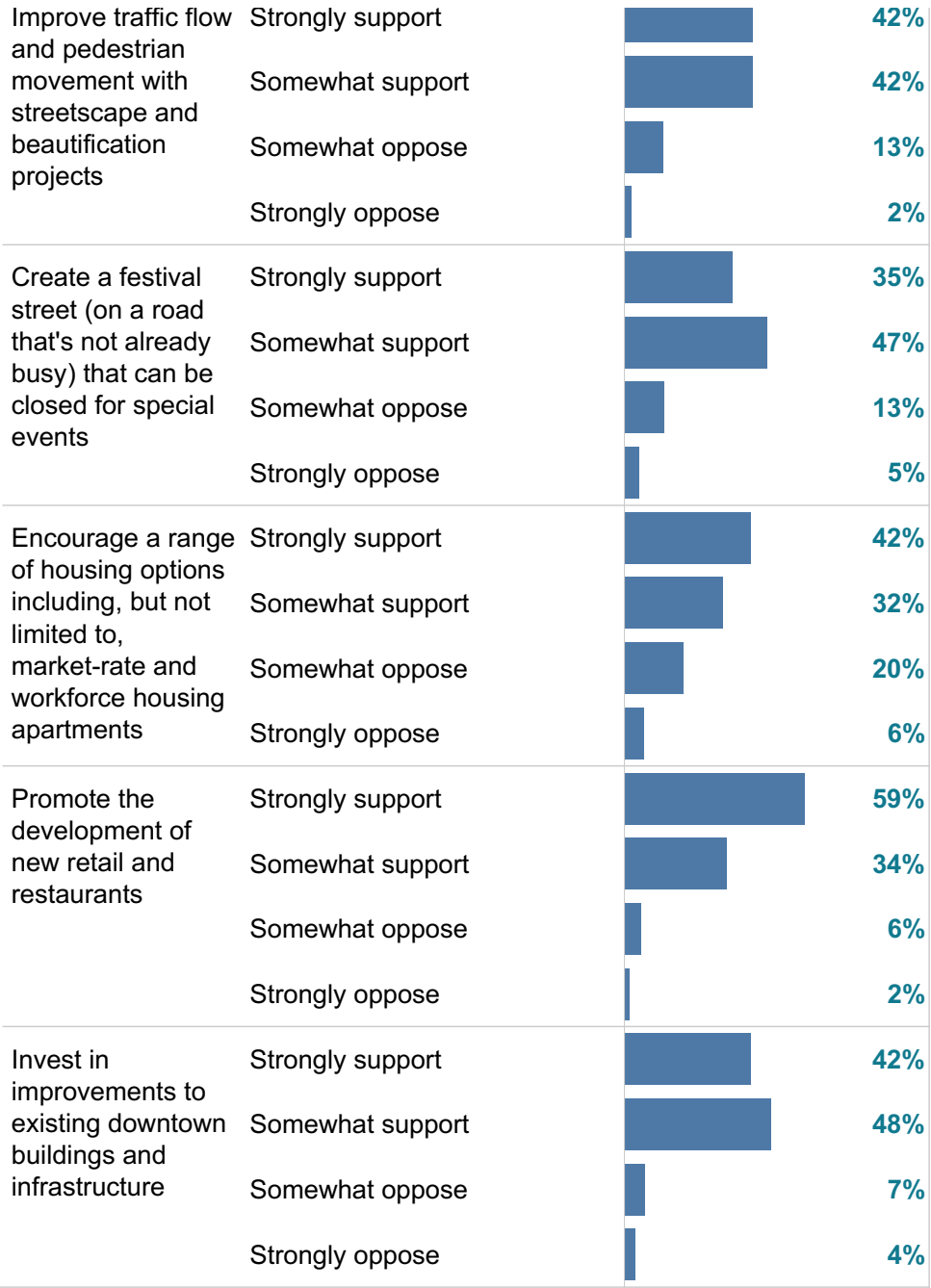
	2023 → 2026		
Campaigned or advocated for a local issue, cause, or candidate	7% → 18% ↗	Similar	Similar

30. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
31. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Custom Questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded.

			Include "don't know" No
To what extent do you support or oppose the following project ideas?	Complete the new riverfront park (includes connecting the two segments of the Tualatin River greenway trail)	Strongly support	65%
		Somewhat support	30%
		Somewhat oppose	4%
		Strongly oppose	0%
	Add a bike/canoe/kayak rental facility	Strongly support	43%
		Somewhat support	44%
		Somewhat oppose	7%
		Strongly oppose	6%
	Increase programming and events near the Lake of the Commons like a farmers' market and food cart pods	Strongly support	71%
		Somewhat support	24%
		Somewhat oppose	3%
		Strongly oppose	2%
	Enhance water quality in the Lake of the Commons	Strongly support	44%
		Somewhat support	47%
		Somewhat oppose	7%
		Strongly oppose	2%
	Invest in a regional stormwater management system to reduce the impact of flood events	Strongly support	42%
		Somewhat support	49%
		Somewhat oppose	8%
		Strongly oppose	1%
	Improve pedestrian circulation across the Lake of the Commons with a bridge (or similar)	Strongly support	25%
		Somewhat support	41%
		Somewhat oppose	19%
		Strongly oppose	15%


Improve traffic flow and pedestrian movement with streetscape and beautification projects
Strongly support 42%
Somewhat support 42%
Somewhat oppose 13%
Strongly oppose 2%
Create a festival street (on a road that's not already busy) that can be closed for special events
Strongly support 35%
Somewhat support 47%
Somewhat oppose 13%
Strongly oppose 5%
Encourage a range of housing options including, but not limited to, market-rate and workforce housing apartments
Strongly support 42%
Somewhat support 32%
Somewhat oppose 20%
Strongly oppose 6%
Promote the development of new retail and restaurants
Strongly support 59%
Somewhat support 34%
Somewhat oppose 6%
Strongly oppose 2%
Invest in improvements to existing downtown buildings and infrastructure
Strongly support 42%
Somewhat support 48%
Somewhat oppose 7%
Strongly oppose 4%

The City of Tualatin 2026 Community Survey

Please complete this survey if you are an adult (age 18 or older). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Tualatin.

	Excellent	Good	Fair	Poor	Don't know
Tualatin as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Tualatin as a place to raise children	1	2	3	4	5
Tualatin as a place to work	1	2	3	4	5
Tualatin as a place to visit	1	2	3	4	5
Tualatin as a place to retire	1	2	3	4	5
The overall quality of life in Tualatin	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Tualatin as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of Tualatin	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Tualatin	1	2	3	4	5
Overall design or layout of Tualatin's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Tualatin (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Tualatin	1	2	3	4	5
Overall quality of natural environment in Tualatin	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Tualatin	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Tualatin to someone who asks	1	2	3	4	5
Remain in Tualatin for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In Tualatin's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Tualatin community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the Tualatin community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in Tualatin	1	2	3	4	5
Variety of business and service establishments in Tualatin	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Tualatin	1	2	3	4	5
Overall image or reputation of Tualatin	1	2	3	4	5

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7. Please also rate each of the following in the Tualatin community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Tualatin	1	2	3	4	5
Ease of travel by public transportation in Tualatin	1	2	3	4	5
Ease of travel by bicycle in Tualatin	1	2	3	4	5
Ease of walking in Tualatin	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Tualatin	1	2	3	4	5
Overall appearance of Tualatin	1	2	3	4	5
Cleanliness of Tualatin	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Tualatin	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of Tualatin (in-person, phone, email, or web) for help or information	1	2
Contacted Tualatin elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, Community Involvement Organizations (CIOs), etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Tualatin	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

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9. Please rate the quality of each of the following services in Tualatin.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Tualatin open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Tualatin employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Tualatin government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Tualatin	1	2	3	4	5
The overall direction that Tualatin is taking	1	2	3	4	5
The job Tualatin government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Tualatin government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

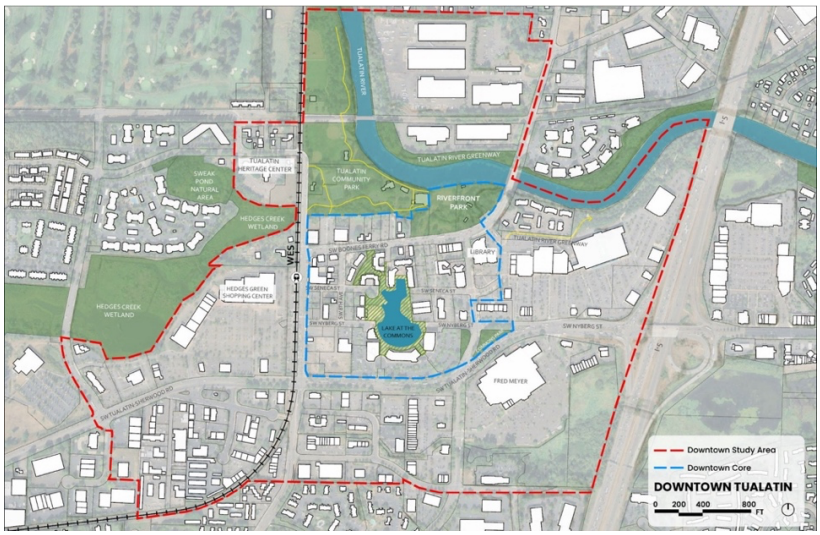
	Excellent	Good	Fair	Poor	Don't know
The City of Tualatin	1	2	3	4	5
The Federal Government	1	2	3	4	5

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12. Please rate how important, if at all, you think it is for the Tualatin community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Tualatin	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Tualatin	1	2	3	4
Overall design or layout of Tualatin's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Tualatin (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Tualatin	1	2	3	4
Overall quality of natural environment in Tualatin	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Tualatin	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. The City is developing a blueprint for the future growth of downtown Tualatin (the commercial district surrounding the Lake of the Commons. See map below).



To what extent do you support or oppose the following project ideas?

	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose
Complete the new riverfront park (includes connecting the two segments of the Tualatin River greenway trail)	1	2	3	4
Add a bike/canoe/kayak rental facility	1	2	3	4
Increase programming and events near the Lake of the Commons like a farmers' market and food cart pods	1	2	3	4
Enhance water quality in the Lake of the Commons	1	2	3	4
Invest in a regional stormwater management system to reduce the impact of flood events	1	2	3	4
Improve pedestrian circulation across the Lake of the Commons with a bridge (or similar)	1	2	3	4
Improve traffic flow and pedestrian movement with streetscape and beautification projects	1	2	3	4
Create a festival street (on a road that's not already busy) that can be closed for special events	1	2	3	4
Encourage a range of housing options including, but not limited to, market-rate and workforce housing apartments (most likely above ground-floor retail)	1	2	3	4
Promote the development of new retail and restaurants	1	2	3	4
Invest in improvements to existing downtown buildings and infrastructure	1	2	3	4

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The City of Tualatin 2026 Community Survey

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about Tualatin activities, events, and services.

	Major source	Minor source	Not a source
City of Tualatin website (www.tualatinoregon.gov)	1	2	3
City of Tualatin social media (Facebook, Instagram, X, Nextdoor, etc.)	1	2	3
City of Tualatin newsletter (Tualatin Today)	1	2	3
City of Tualatin emails or text messages	1	2	3
City of Tualatin direct mailers (postcard, flyer, utility bill insert)	1	2	3
Public meetings	1	2	3
Local media (Valley Times, Tualatin Life, local television and radio stations)	1	2	3
Public access television	1	2	3
Word of mouth	1	2	3
Talking with City Officials	1	2	3

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Tualatin?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ Single-family detached home
❍ Townhouse or duplex (may share walls but no units above or below you)
❍ Condominium or apartment (have units above or below you)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $300
❍ $300 to $599
❍ $600 to $999
❍ $1,000 to $1,499
❍ $1,500 to $2,499
❍ $2,500 to $3,999
❍ $4,000 to $6,999
❍ $7,000 to $9,999
❍ $10,000 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 to $199,999
❍ $200,000 to $299,999
❍ $300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

❍ No ❍ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian
❑ Black or African American
❑ Native Hawaiian or Other Pacific Islander
❑ White
❑ A race not listed

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 14050, Houston, TX 77221-9904

The National Community Survey™ • © 2001-2026 National Research Center, Inc.

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Assistant City Manager/Finance Director

DATE: November 23, 2026

SUBJECT:
Update Regarding City Council Compensation

EXECUTIVE SUMMARY:
On September 28th, Staff provided information about current City Council compensation and compensation offered by other entities. After Council discussion, staff was directed to look at increasing the water bill discount and increasing the technology stipend.

Staff is researching the possibilities for City Council adoption and having it take affect for all members of the Council at the same time. Otherwise, any changes would only take affect for those Councilors that are elected, or re-elected, after the resolution is adopted.

Senate Bill 983 was passed in the 2025, permitting local public officials to participate in discussion, debate, and voting on the adoption of a local budget even if it includes compensation or benefits for themselves or relatives, resolving a prior conflict-of-interest restriction under ethics and budget laws. The implementation of SB 983 is still being resolved through the Oregon Government Ethics Commission, as well as other cities who are attempting to navigate the implications of the statutory update.

Staff will provide context and the impacts on the discussed changes to Council Compensation to the City Council.

ATTACHMENTS:

COMMUNITY ENHANCEMENT AWARD

CITY of TUALATIN

Tualatin Arts Advisory Committee
Parks & Recreation Department

THE COMMUNITY ENHANCEMENT AWARD

Created to recognize individuals and organizations for their contributions to significant art endeavors and experiences within the Tualatin community.

The Tualatin Arts Advisory Committee identifies award candidates and makes recommendations to the City Council.

PAST RECIPIENTS

- Willowbrook Arts Camp (2026)
- MITCH Charter School (2024)
- Angela Wrahtz (2023)
- S&A Irish Entertainment (2019)
- TriMet “Coho Commute” (2019)
- The Community at Marquis, Marquis Café (2018)
- Mask & Mirror Community Theatre production of “Singin’ in the Rain” (2016)
- CenterCal Properties (2015)
- Jeannine Miller, Tualatin High School (2014)
- The Lewis & Floetta Ide Healing Garden,

Meridian Park Hospital (2013)

- Don Armstrong, McDonald’s Restaurants (2011)
- Althea Pratt-Broome, Willowbrook Arts Camp (2011)
- Lumiere Players Theatre (2010)

2026 AWARD RECIPIENT

Since 2006, The Tualatin Historical Society have been stewards of the Tualatin Heritage Center. Under the keen eye of Manager Rick Wheelock, the Heritage Center has flourished as a home to multiple arts organizations and endeavors. Arts programming in the building includes a painting group, writing classes, big band rehersals, and theatrical performances, along with curated arts exhibits and so much more.

Tualatin Historical Society





Wilsonville Stage Performances

Tualatin Historical Society



Wild Over Watercolor

CITY of TUALATIN

Proclamation

WHEREAS, the City of Tualatin, Oregon, celebrates our local small businesses and their contributions to our local economy and community; and the U.S. Small Business Administration Office of Advocacy's February 2026 publication reports that approximately 36.2 million small businesses in the United States represent 99.9 percent of all U.S. firms;

WHEREAS, that publication reports that small businesses employ 62.3 million people, representing 45.9 percent of private-sector workers, and created 20.7 million net new jobs from January 1995 through December 2024, accounting for 61 percent of net new job creation during that period;

WHEREAS, the City of Tualatin strongly supports our local small businesses that create jobs, provide essential goods and services, and strengthen our community through their support of schools, nonprofits, and local events;

WHEREAS, choosing to shop, dine, and purchase services locally supports the entrepreneurs and employees whose work and investment help Tualatin thrive; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Tualatin does hereby proclaim November 28, 2026, as Small Business Saturday® and urges the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

INTRODUCED AND ADOPTED this 23rd day of November, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: November 23, 2026

SUBJECT:
Consideration of Approval of the Work Session and Regular Meeting Minutes of November 9, 2026

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

ATTACHMENTS:

-City Council Work Session Meeting Minutes of November 9, 2026

-City Council Regular Meeting Minutes of November 9, 2026

TUALATIN CITY COUNCIL

OFFICIAL WORK SESSION MEETING MINUTES
FOR NOVEMBER 09, 2026

PRESENT: Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco, Councilor Octavio Gonzalez

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Mayor Bubenik called the meeting to order at 5:00 p.m.

1. Prohibited Camping Ordinance Updates and Discussion.

Homelessness City Liaison Megan Cohen, City Attorney Kevin McConnell, and Police Chief Greg Pickering presented proposed updates to the City's time, place, and manner camping regulations. Staff stated the topic was last discussed with Council in July 2026 and the proposed amendments would address vehicle camping and align the ordinance with current state law and court decisions. Chief Pickering stated the Police Department received 75 camping-related calls during the year, including 11 calls involving a single recreational vehicle. He noted several neighboring jurisdictions have recently adopted vehicle camping regulations. Staff stated the City's parking ordinance would be reviewed separately due to the extent of updates needed.

Council President Pratt asked for clarification regarding the proposed changes. Staff explained the amendments would expand the definition of camping materials to include motor vehicles and recreational vehicles, apply time, place, and manner restrictions to vehicle camping, and prohibit storing camping materials in the public right-of-way or repeatedly violating camping restrictions in the same location. Staff explained that although *Martin v. Boise* was overturned, Oregon House Bill 3115 remains in effect and requires camping restrictions to be objectively reasonable regarding time, place, and manner. The proposed amendments would require camping materials and personal belongings to be removed from public areas after 7:00 a.m. Staff also discussed removing references to shelter availability from the ordinance and clarified that enforcement would be based on applicable time, place, and manner restrictions rather than shelter availability. Staff stated they would continue monitoring potential legislative changes during the upcoming session.

2. Buildable Lands Inventory Update

Senior Planner Erin Engman, Planning Manager Teresa Montalvo, and ECONorthwest Consultants Mary Chase and Beth Goodman presented preliminary findings from the City's Buildable Lands Inventory (BLI) and an overview of new state requirements for the Development-Ready Lands Inventory (DRLI). Consultants reviewed the BLI methodology, which evaluates residential land capacity over a 20-year planning period. They explained how land is classified as developed, vacant, partially vacant, or public, and how environmental and development constraints are considered when determining buildable acreage. They stated preliminary findings identified approximately 160 acres of unconstrained buildable residential land, primarily in low-density residential zones. Limited buildable land remains in medium- and high-density residential zones, the Central Tualatin Overlay Zone, and the Basalt Creek area. Consultants noted that redevelopment opportunities, particularly in

downtown, may help address future housing needs. Staff stated the Planning Commission recommended further evaluation of downtown redevelopment opportunities, including existing parking lots.

Councilor Brooks asked about church-owned properties included in the inventory and whether future court decisions could affect their consideration for housing development. Consultants explained that legal interpretations could change but noted that these properties represent a relatively small portion of the City's buildable land.

Council President Pratt expressed concern about whether the City has sufficient land to accommodate projected housing demand. Consultants acknowledged the challenges associated with Tualatin's limited land supply and stated that future analyses would further evaluate housing capacity and potential regional considerations.

Councilor Hillier asked whether zoning changes or incentives encouraging cottage clusters and medium-density housing in the Basalt Creek area could help address housing needs. Consultants stated these strategies could contribute to housing production and affordability, although they may not fully address potential capacity shortages. Staff noted additional strategies would be evaluated through the Housing Production Strategy process.

Mayor Bubenik stated that meeting state housing requirements may require increased residential density and taller buildings in the City's central core area.

Councilor Reyes noted that privately owned properties could contribute to the City's housing supply if property owners choose to pursue development.

Consultants reviewed the new DRLI requirements, explaining that the inventory identifies land likely to support housing development within the next six years. Unlike the BLI, the DRLI focuses on properties that are appropriately zoned, annexed, served or expected to be served by infrastructure, and otherwise suitable for near-term development. The findings will help inform the City's Housing Production Strategy.

Council President Pratt asked how housing affordability is considered in the planning process. Consultants explained that affordability is evaluated through the Housing Needs Analysis, while the Housing Production Strategy will identify actions to address housing needs and affordability challenges.

Mayor Bubenik noted that infrastructure and site preparation costs can significantly affect housing affordability.

Consultants stated the next phase of work would include the Residential Lands Needs Analysis, which will evaluate whether the City has sufficient residential land capacity, along with draft findings from the Development-Ready Lands Inventory.

3. Small Tier Food Cart Pod Discussion

Senior Planner Erin Engman and Planning Manager Teresa Montalvo presented information on a potential code amendment to establish a smaller-tier food cart pod option. Staff reviewed the

recently adopted food cart pod regulations, which established standards for larger destination-style pods, including permanent restrooms, covered seating, and other amenities. Staff stated that public testimony raised concerns about the costs associated with these requirements for smaller developments. In response, the Planning Commission recommended Council consider a tiered approach with reduced requirements for smaller food cart pods.

Staff reviewed potential benefits, including reduced development costs, increased opportunities for small businesses, and additional dining options. Potential concerns included fewer amenities, visual impacts, reliance on portable restrooms, and market saturation.

Staff requested Council feedback on how smaller food cart pods should be defined, where they should be permitted, whether alternative utility connections should be allowed, and what restroom requirements should apply. Options discussed included limiting smaller pods to four or fewer carts, allowing utility holding tanks, and permitting shared restroom facilities with an existing business.

Council asked whether developers had expressed interest in establishing food cart pods since adoption of the ordinance. Staff stated preliminary inquiries had been received.

Council discussed the costs associated with utility requirements and expressed interest in reducing development barriers to encourage food cart operations. Concerns were raised about making assumptions regarding the financial feasibility of smaller pods without additional data, noting that smaller developments with permanent amenities have been successful in other communities.

Council discussed accessibility, appearance, and practicality concerns related to portable restrooms and the use of off-site facilities located up to a quarter mile away.

Council expressed interest in allowing smaller food cart operations as accessory uses to existing businesses, such as breweries, where restroom facilities and other infrastructure are already available.

Council emphasized the importance of balancing development flexibility and affordability with expectations for accessibility, appearance, and quality of development.

4. Council Meeting Agenda Review, Communications & Roundtable.

City Manager Sherilyn Lombos presented the Manager's Report. She provided updates on the Clean Water Services Advisory Commission, including the upcoming renewal of the National Pollutant Discharge Elimination System (NPDES) permit, and her attendance at the Oregon City/County Management Association Board Retreat. She announced that Governor Tina Kotek nominated Downtown Tualatin for the federal Opportunity Zone 2.0 program, which could provide tax incentives for future redevelopment. Manager Lombos highlighted staff participation in mock job interviews at Tualatin High School, the Latino Business Networking Breakfast, and the regional Project Homeless Connect event. She reminded residents of the Veterans Day office closures and provided an update on the annual leaf cleanup program, including new equipment expected to improve efficiency. Manager Lombos stated the Riverfront Park project team gathered community feedback at the Tualatin High School football game. She reported that a Request for Proposals had been issued for athletic field improvements funded through the park bond. She announced the opening of winter recreation registration, including several new youth

programs, and shared information on the upcoming Tualatin Light Parade, scheduled for December 4th through 6th, with expanded routes into the Basalt Creek area.

Councilor Brooks stated she attended a PFAS webinar, the Third Annual Trades and Manufacturing Forum, the League of Minority Voters Civil Rights Forum, the League of Oregon Cities Women's Caucus meeting and leadership workshops, the Metro Mixer, the Washington County Regional Housing Forum, and a local book festival. She also attended a National League of Cities briefing on recent U.S. Supreme Court decisions affecting local governments and met with Metro Councilor Rosenthal to discuss Watershed Council updates. She congratulated newly elected and re-elected officials following the November election.

Councilor Sacco stated the IDEA Advisory Committee is conducting a food drive to support the Tualatin Food Pantry, with donations accepted through November 20th. She attended the Tigard-Tualatin football game and participated in Red Ribbon Week activities with LEAP youth members. She commended the students for their substance use prevention outreach and thanked City staff for their community engagement efforts at the football game.

Councilor Hillier stated she attended the Tigard-Tualatin football game and announced the Ibach CIO would participate in the upcoming Tualatin Light Parade, providing hot chocolate and cookies to community members.

Councilor Reyes thanked the community for its support in the recent election.

Council President Pratt stated she attended the e-bike and e-scooter listening session at Hazelbrook Middle School, the Washington County State of the County event, the Tigard-Tualatin football game, and the Washington County Regional Housing Forum. She also served as a judge for the Juanita Pohl Center costume contest. She highlighted discussions regarding micromobility safety, county budget challenges, and regional housing needs, and commended LEAP students for their community outreach at the football game.

Mayor Bubenik stated he attended a Quilts of Valor presentation, where he was honored with a quilt recognizing his military service. He attended a Westside Economic Alliance meeting, where TriMet discussed its financial challenges, the Washington County Regional Housing Forum, and a ribbon-cutting ceremony for Luminify Wellness. He reported on the League of Oregon Cities' 2027 legislative priorities, including infrastructure, transportation funding, public meetings law, economic opportunity, and housing. He also highlighted financial challenges facing nonprofit housing providers and encouraged participation in the annual Veterans Breakfast at the Juanita Pohl Center.

Adjournment

Mayor Bubenik adjourned the meeting at 6:56 p.m.

Sherilyn Lombos, City Manager

_____ / Robin Doughty, Recording Secretary

_____ / Frank Bubenik, Mayor

TUALATIN CITY COUNCIL

OFFICIAL MEETING MINUTES
FOR NOVEMBER 09, 2026

PRESENT: Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco, Councilor Octavio Gonzalez

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Call to Order

Mayor Bubenik called the meeting to order at 7:07 p.m.

Pledge of Allegiance

Public Comment

None.

Consent Agenda

Motion to adopt the consent agenda made by Council President Pratt, Seconded by Councilor Sacco. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of October 26, 2026

2. Consideration of Approval of a New Liquor License Application for Ramineni Estates

3. Consideration of **Resolution No. 6005-26** Executing an Intergovernmental Agreement with the City of King City for Fleet Maintenance and Fueling Services

4. Consideration of **Resolution No. 6006-26** Authorizing the City Manager to Execute an Intergovernmental Agreement with the Department of Land Conservation and Development (DLCD) for Tualatin's Contextualized Housing Need and Housing Capacity Analysis

5. Consideration of **Resolution No. 6008-26** Awarding Fiscal Year 2026-27 Eviction Prevention Program Funds to Family Promise of Tualatin Valley

General Business

1. Consideration of **Resolution No. 6009-26** Adopting the City Council Decision Affirming the June 17, 2026 Staff Architectural Review Decision Approving Lam Research Campus Building B Addition (AR26-0002) Located at 11259 SW Leveton Drive (Tax Lot 2S122AA00500) in the Light Manufacturing Park Zone (MP)

   Motion to adopt Resolution No. 6009-26 adopting the City Council decision affirming the June 17, 2026 staff architectural review decision approving Lam Research Campus Building B addition

(AR26-0002) located at 11259 SW Leveton Drive (Tax Lot 2S122AA00500) in the Light Manufacturing Park Zone (MP) made by Councilor Sacco, Seconded by Council President Pratt. Roll Call Yea Votes: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Council Communications

City Manager Sherilyn Lombos presented information on the City Council appointment process. She stated preliminary results from the November 3, 2026, election indicate Council President Valerie Pratt has been elected Mayor, with her term beginning in January 2027. This would create a vacancy in Council Position 6, which has a term ending December 2028. Manager Lombos reviewed the appointment process used for the previous Council vacancy in 2019, which included a three-week application period followed by a special Council meeting to interview qualified applicants. She recommended Council approve the appointment process by resolution at its November 23rd meeting and schedule a special meeting to interview candidates before January 11th, allowing an appointment to be made at the January 11, 2027, Council meeting.

Mayor Bubenik stated the previous appointment process was fair and worked well.

Councilor Sacco recommended advertising the vacancy widely, including through non-digital communication methods.

Councilor Reyes requested staff notify Council when the application period opens and recommended sharing the opportunity with city boards and committees.

Council President Pratt asked how interview questions would be selected. Mayor Bubenik directed Council members to submit proposed questions to Manager Lombos for compilation.

Councilor Sacco stated she attended the Family Peace Center's Halloween 5K Run and encouraged others to participate in future events.

COUNCIL ROUNDTABLE

Councilor Brooks stated she attended the Local Government Advisory Committee for Health and Human Services meeting.

Councilor Sacco stated she attended the Family Peace Center’s Halloween 5k run..

Councilor Brooks reported that she attended the Local Government Advisory Committee for Health and Human Services.

Adjournment

Mayor Bubenik adjourned the meeting at 7:20 p.m.

Sherilyn Lombos, City Manager
_____ / Robin Doughty, Recording Secretary

_____ / Frank Bubenik, Mayor

CITY OF TUALATIN

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Robin Doughty, Interim Deputy City Manager Megan Cohen, Homelessness Liaison
DATE:	November 23, 2026

SUBJECT:
Consideration Of Resolution 6007-26 Authorizing The City Manager to Sign a Three-Party Intergovernmental Agreement by and between The City of Tigard, City of Tualatin, and City of Sherwood Regarding Distribution of Unspent Homeless Services System City Liaison IGA Funds

RECOMMENDATION:
Staff recommends that Council approve Resolution 6007-26.

EXECUTIVE SUMMARY:
Staff negotiated a three-party intergovernmental agreement with the cities of Tigard and Sherwood to allocate unspent Homeless Services System City Liaison IGA funds for each of the six years included in the Intergovernmental Agreement and the First Amendment to the Intergovernmental Agreement Between Washington County, and the Cities of Tigard, Tualatin, and Sherwood Relating to Funding for a Homeless Services City Liaison and Homeless Services Capital Projects. Upon execution of the agreement by all parties, Tigard will distribute to Tualatin unspent funds for the first three years of the Homeless Services System City Liaison IGA with Washington County. Subsequently, excess funds will be calculated and distributed by Tigard to Tualatin annually following FY2026-2027, FY2027-2028, and FY2028-2029 under the First Amendment to the Homeless Services System City Liaison IGA with Washington County.

FINANCIAL IMPLICATIONS:
Authorizing the City Manager to sign the Three-Party IGA will allow disbursement of approximately $105,680.00 in accumulated excess funds from the Intergovernmental Agreement Between Washington County, and the Cities of Tigard, Tualatin, and Sherwood Relating to Funding for a Homeless Services City Liaison and Homeless Services Capital Projects to be distributed by City of Tigard to the City of Tualatin; and will allow the annual disbursement of excess funds from Tigard to Tualatin accrued in FY2026-2027, FY2027-2028, and FY2028-2029 under the First Amendment to the Intergovernmental Agreement Between Washington County, and the Cities of Tigard, Tualatin, and Sherwood Relating to Funding for a Homeless Services City Liaison and Homeless Services Capital Projects.

ATTACHMENTS:
Exhibit A: INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF TIGARD, CITY OF TUALATIN AND CITY OF SHERWOOD REGARDING DISTRIBUTION OF HOMELESS SERVICES SYSTEM CITY LIAISON IGA FUNDS

RESOLUTION NO. 6007-26

A RESOLUTION OF THE TUALATIN CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-PARTY INTERGOVERMENTAL AGREEMENT (IGA) BY AND BETWEEN THE CITY OF TIGARD, CITY OF TUALATIN, AND CITY OF SHERWOOD REGARDING DISTRIBUTION OF UNSPENT HOMELESS SERVICES SYSTEM CITY LIAISON IGA FUNDS

WHEREAS, on May 23, 2024, the Parties executed the attached Homeless Services System City Liaison IGA ("Washington County IGA") to support the continued partnership between Washington County and the Parties for coordination and effective action on homelessness; and

WHEREAS, on June 16, 2026, Washington County signed the attached First Amendment to the Intergovernmental Agreement Between Washington County, and the Cities of Tigard, Tualatin, and Sherwood Relating to Funding for a Homeless Services City Liaison and Homeless Services Capital Projects ("First Amendment to the Washington County IGA") to extend the partnership between Washington County and the Parties for coordination and effective action on homelessness for three additional fiscal year periods; and

WHEREAS, the Parties desire to ensure that any remaining Washington County IGA and First Amendment to the Washington County IGA funding at the end of each fiscal year is distributed annually among the Parties in proportion to the percentage of time that the Liaison dedicates to providing Coordination Activities to each respective party; and

WHEREAS, the City has since negotiated an IGA with the cities of Tigard and Sherwood an agreement to allocate unspent funds from FY2023-2024 through FY2028-2029; and

WHEREAS, upon execution of this IGA the City will receive 25% of the total unspent funds for the first three years of the Homeless Services System City Liaison IGA, estimated at $105,680.00; and

WHEREAS, upon execution of this IGA the City will receive 30% of the total unspent funds annually in the July following FY2026-2027, FY2027-2028, and FY2028-2029 under the First Amendment to the Washington County IGA;

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

Section 1. The City Council hereby approves and authorizes the City Manager to sign the three-party IGA, attached as Exhibit A.

Section 2. The City Council authorizes the City Manager to make amendments to the three-party IGA as needed.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

.

INTRODUCED and ADOPTED by the City Council this 23rd day of November, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF TIGARD, CITY OF TUALATIN AND CITY OF SHERWOOD REGARDING DISTRIBUTION OF HOMELESS SERVICES SYSTEM CITY LIAISON IGA FUNDS

This Intergovernmental Agreement ("Agreement") is made by and between the Cities of Tigard, Tualatin and Sherwood, each an Oregon municipal corporation, relating to the distribution of Homeless Services System City Liaison IGA funds awarded by Washington County per separate IGA. Each city shall be individually referred to by name or collectively as "the Parties" as appropriate.

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, on May 23, 2024, the Parties executed the attached Homeless Services System City Liaison IGA Contract No. 23-8757 ("Washington County IGA") to support the continued partnership between Washington County and the Parties for coordination and effective action on homelessness; and

WHEREAS, Washington County agreed to provide funding for three years of a full-time Homeless Services System City Liaison position ("Liaison") beginning July 1, 2024, which provides homeless coordination activities ("Coordination Activities") for the Parties; and

WHEREAS, in accordance with the Washington County IGA, Washington County provides funds to the City of Tigard each fiscal year to fund a designated 1.0 full time equivalent Liaison staff position and associated costs; and

WHEREAS, while the City of Tigard fulfills its financial obligations as outlined in the Washington County IGA, a portion of Washington County funds remain unspent each fiscal year and that IGA does not address such circumstance; and

WHEREAS, Washington County signed the First Amendment to the Homeless Services System City Liaison IGA on June 16, 2026 extending Homeless Services System City Liaison position funding for three additional fiscal years; and

WHEREAS, the Parties desire to ensure that any remaining Washington County IGA funding at the end of each fiscal year is distributed among the Parties in proportion to the percentage of time that the Liaison dedicates to providing Coordination Activities to each respective party.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. START AND END DATES.

This Agreement shall be effective when signed by all Parties and shall remain in effect for as long as the Washington County IGA remains in effect, unless amended or terminated earlier as set out below.

2. RESPONSIBILITIES OF THE PARTIES.

2.1. City of Tigard Responsibilities: As set forth in Exhibit A, the City of Tigard shall, after fully funding the Liaison position as set out in the Washington County IGA, distribute any remaining funding annually each July, after a retroactive distribution from closed fiscal years, to the Parties in proportion to the percentage of Coordination Activities provided to each respective party detailed in the IGA and First Amendment to the IGA. This obligation shall apply retroactively to all Washington County IGA excess funds. Tigard will track grant funds/expenditures and share an accounting with the Parties prior to funding distribution.

2.2. City of Tualatin/Sherwood Responsibilities: As set forth in Exhibit A, the cities of Tualatin and Sherwood shall, without unreasonable delay, provide the City of Tigard with any information necessary for it to distribute funding as set forth in Section 2.1.

2.3 Use of Distributed Funds: Any party that fails to spend the distributed funds within the applicable time limits or that uses the distributed funds in a manner inconsistent with the requirements of the Washington County IGA agrees to indemnify and hold harmless the other Parties against any related cause of action in accordance with Section 5.

3. AGREEMENT DOCUMENTS.

This Agreement consists of this document and the following exhibits, which are attached and incorporated:

- Exhibit A: Homeless Liaison Excess Fund Distribution Procedure;
- Exhibit B: Homeless Services System City Liaison IGA (“Washington County IGA”) Washington County Res. 23-8757 Adopted on May 23, 2024;
- Exhibit C: First Amendment to the Homeless Services System City Liaison IGA. Washington County Res. 24-0569 Adopted on June 16, 2026.

4. COMPLIANCE WITH APPLICABLE LAWS; EQUAL OPPORTUNITY.

The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the Agreement including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The Parties shall not discriminate against their employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the Parties.

5. INDEMNIFICATION AND HOLD HARMLESS.

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The Parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facilitate the defense of any such claim or demand.

6. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

7. INSURANCE.

The Parties agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

8. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit,

direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

9. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given shall be given in writing by personal delivery mailing with postage prepaid to the Parties or by email at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Tigard:

Nicole Hendrix, Assistant to the City Manager

nhendrix@tigard-or.gov

13125 SW Hall Blvd

Tigard, OR 97223

For the City of Tualatin:

Megan George, Deputy City Manager

mgeorge@tualatin.gov

18880 SW Martinazzi Ave

Tualatin, OR 97062

For City of Sherwood:

Kristen Switzer, Assistant City Manager

Switzerk@sherwoodoregon.gov

22560 SW Pine Street

Sherwood, OR 97140

10. REMEDIES; NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

11. OREGON LAW, DISPUTE RESOLUTION, VENUE AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The Parties shall attempt to informally resolve any dispute concerning any party' s performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. Notwithstanding Section 9, the Parties may communicate via email or as otherwise agreed to resolve any dispute informally. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 10. If the Parties are unable to resolve any dispute within twenty- one (21) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon-Portland Division.

12. TERMINATION.

12.1. Termination of Washington County IGA. The term of this Agreement shall not exceed the term of the Washington County IGA, and shall automatically terminate on that date.

12.2. Mutual Termination. This Agreement may be terminated immediately by mutual written agreement of all the Parties.

13. COUNTERPARTS.

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

14. CAPTIONS.

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

15. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement. All provisions concerning indemnity survive the termination of this Agreement.

16. AMENDMENT.

This Agreement may only be amended in writing and signed by all of the Parties.

17. ENTIRE AGREEMENT.

This writing is the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

FOR THE CITY OF TIGARD

_____ _____

(Print name and title)_____

Date:_____

FOR THE CITY OF TUALATIN

_____ _____

(Print name and title)_____

Date:_____

FOR CITY OF SHERWOOD

_____ _____

(Print name and title)_____

Date:_____

XXX

Exhibit A: Homeless Liaison Excess Fund Distribution Procedure

1. Purpose

This Homeless Liaison Excess Fund Distribution Procedure ("Procedure") establishes the process by which any Washington County Homeless Services System City Liaison Intergovernmental Agreement ("Washington County IGA") funds remaining at the end of a fiscal year after the City of Tigard has fully funded the Homeless Services System City Liaison position ("Liaison") and associated costs shall be distributed among the Cities of Tigard, Tualatin, and Sherwood (the "Parties").

The purpose of this Procedure is to ensure that excess Washington County IGA funds are distributed in proportion to the amount of time the Liaison dedicates to providing homeless coordination activities ("Coordination Activities") to each Party.

2. Allocation of Excess Funds

Following the close of each fiscal year, the City of Tigard shall reconcile the Washington County IGA funds received for the Liaison position and associated costs with the actual eligible expenditures incurred during the fiscal year.

a. Retroactive Excess Fund Allocation

For FY2023-2024, FY2024-2025, and FY2025-2026, excess funds shall be distributed among the Parties in proportion to the percentage of the Liaison's Coordination Activities in the Washington County IGA Contract No.23-8757 which states, 'the Liaison will provide coordination activities to the City of Tigard approximately 50%, Tualatin 25%, and Sherwood 25%.' See Exhibit B.

b. Excess Fund Allocation Under Amended Washington County IGA

At the close of FY2026-2027 and subsequent fiscal years under the First Amendment of the Washington County IGA, excess funds shall be distributed among the Parties in proportion to the percentage of the Liaison's Coordination Activities in the First Amendment of the Washington County IGA which states, 'the Liaison will provide coordination activities to the City of Tigard approximately 60%, Tualatin 30%, and Sherwood 10%.' See Exhibit C.

The allocation shall be calculated using the following formula:
Party's Distribution = Total Excess Funds x Party's Percentage of Liaison Coordination Activities

3. Accounting and Notice to the Parties

Prior to distribution of excess funds, Tigard shall provide the Parties with an accounting of the Washington County IGA funds, including:

- The amount of Washington County IGA funds received;
- Eligible expenditures incurred for the Liaison position and associated costs;
- The resulting amount of Excess Funds available for distribution; and
- The allocation of Excess Funds among the Parties.

Tualatin and Sherwood shall provide Tigard with an invoice that specifically states that each will use the funds in accordance with the Washington County agreement with their share of the excess fund amount.

4. Distribution of Excess Funds

Tigard shall distribute the excess funds annually following completion of the fiscal-year accounting through an invoice from each Party. Tigard shall provide the Parties a year-by-year accounting of County receipts, eligible expenditures, and proposed Excess Funds for those years before any distribution. Capital-project funds awarded under the Washington County IGA are not Excess Funds.

5. Records

Tigard shall maintain appropriate records supporting the calculation and distribution of Excess Funds, including records of Washington County IGA revenues, eligible expenditures, Liaison time allocations, and distributions to the Parties.

Each Party shall maintain records sufficient to demonstrate that funds it receives were used for eligible Coordination Activities and otherwise in accordance with the Washington County IGA.

Chart 1.

	FY24	FY25	FY26	Total
Washington County Grant Amount	$200,000	$200,000	$200,000	$600,000
			estimates only:	estimates only:
City of Tigard - 1.0 FTE Total Compensation	–	$64,295	$107,936	$172,231
Other Qualified Expenses	–	$1,950	$3,100	$5,050
Total Expenses	**–**	**$66,245**	**$111,036**	**$177,281**
Remaining Balance	**$200,000**	**$133,755**	**$88,964**	**$422,719**
Estimated Distribution of Excess Funds FY24-FY26				
City of Tigard - 50%	$100,000	$66,878	$44,482	$211,359
City of Tualatin - 25%	$50,000	$33,439	$22,241	$105,680
City of Sherwood - 25%	$50,000	$33,439	$22,241	$105,680

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
WASHINGTON COUNTY AND
the CITIES OF TIGARD, TUALATIN, and SHERWOOD

This Agreement ("Agreement") is made by and between Washington County, a political subdivision of the State of Oregon ("County"), and the Cities of Tigard, Tualatin, and Sherwood, each a municipal corporation, relating to funding for a Homeless Services System City Liaison and funding for homeless services capital projects. The County or each city shall be individually referred to by name or collectively as the "Cities" or jointly as the "Parties" as appropriate.

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, in May 2020, voters within the Metropolitan Service District ("Metro") passed a measure to fund both shelter and wraparound services for the Metro area homeless population. The purpose of the Supportive Housing Services (SHS) measure was to provide a funding mechanism to enable the provision of wraparound services through local government programs. County is the recipient of Metro SHS funding for the unincorporated county and its incorporated cities, including Tigard, Tualatin, and Sherwood; and

WHEREAS, County and its cities are embracing an opportunity to create a more clear and official structure for coordination and action on homelessness. This agreement between the County and partnering city jurisdictions is intended to more clearly define roles and responsibilities to support program alignment and strategies that are working to make homelessness rare and brief in each of our cities, and across the entire county; and

WHEREAS, County's Department of Housing Services serves as the County's Continuum of Care lead agency and is the sole recipient of regional tax funding for supportive housing services. However, city jurisdictions must navigate the challenges of homelessness through their provision of city services such as libraries, law enforcement, economic development, and neighbor relations daily. Cities receive little to no external funding to support these daily challenges and do not have a clear role in the provision of homeless services; and

WHEREAS, the goal of this agreement is to support continued partnership between the Cities and County in addressing homelessness issues generally, and to

coordinate in support of the strategies and homeless service system provided by community-based organizations, funded by the Washington County Division of Homeless Services, and delivered in the Cities; and

WHEREAS, the County provides a coordinated system of services delivered through 20+ contracted services providers, and in order to support and enhance coordination of local issues related to homelessness, and homeless services provided across the County, this agreement is intended to provide funding to the Cities for a Homeless Services System City Liaison staff position, and the coordination work related to this role; and

WHEREAS, this agreement is intended to provide the Cities with staffing capacity to work with County staff, and service providers in their jurisdiction, to ensure effective response and coordination in the provision of homeless services. This agreement does not pass funds for service provision through the City of Tigard to manage with third-party service providers; and

WHEREAS, this agreement may also provide funding for homeless services capital projects in the Cities and funding for staff coordination to support these capital projects;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **START AND END DATES**.
   This Agreement shall be effective when signed by all Parties and shall remain in effect for as long as SHS funding is available unless terminated earlier pursuant to Section 8 or extended further pursuant to Section 9.

2. **AGREEMENT DOCUMENTS**.

   This Agreement consists of this document and the following exhibit, which is attached and incorporated:
   - Exhibit A: Scope of Work

3. **RESPONSIBILITIES OF THE PARTIES**.

   3.1. The Cities' Responsibilities: As set forth in Exhibit A, the Cities will use the money to fund an FTE staff liaison position and for associated costs, and for capital project funding.

   3.2. County Responsibilities: As set forth in Exhibit A, County will assist the Cities with funding for an FTE staff liaison position and associated costs, and for potential capital project funding.

4. **APPROPRIATIONS CLAUSE.**

The obligations of the Parties are subject to appropriations by their respective governing bodies.

5. **COMPLIANCE WITH APPLICABLE LAWS**.

Each party shall comply with all applicable federal, state, and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

6. **RECITALS**.

The recitals above are incorporated herein as if fully set forth.

7. **INDEPENDENT CONTRACTOR**.

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

8. **TERMINATION**.

8.1. Termination for convenience. Washington County may terminate this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to terminate to the other parties. The Cities of Sherwood, Tigard, and Tualatin, may each withdraw from this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to withdraw to the other parties. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

8.2. Mutual Termination. This Agreement may be terminated immediately by mutual written agreement of all of the parties.

8.3. Termination for cause. Washington County may terminate this Agreement by reason of a default by any of the other parties, provided the procedures in this Section 8.3 have been followed. The Cities of Sherwood, Tigard, and Tualatin may each withdraw from this Agreement by reason of a default by any of the other parties. A

party is in default if it fails to fully abide by any of the terms of this Agreement. The terminating or withdrawing party, as applicable, shall provide the defaulting party with written notice of the event of default. The defaulting party shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the event causing default cannot be cured within the 30-day period, then the defaulting party shall not be in default if it commences good faith efforts to cure within the 30-day period, demonstrates continuous efforts to cure the event of default satisfactory to the other parties, and, within a reasonable period not to exceed one hundred eighty (180) days after the event of default, completes the cure of such event. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

9. **AMENDMENTS**.
   Modifications to this Agreement are valid only if made in writing and signed by all parties. Notwithstanding the foregoing, the cities' respective city managers and the county administrator are granted authority to execute binding amendments to this Agreement to extend the term and to negotiate compensation commensurate with any such extension.

10. **INDEMNIFICATION**.
    Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

11. **ACTION, SUITS, OR CLAIMS**.
    Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

12. **INSURANCE**.
    Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

15. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 14.

If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

17. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. **INTERPRETATION OF AGREEMENT**.
This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. **INTEGRATION**.
This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

21. **OTHER NECESSARY ACTS**.
The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. **NOTICE**.
Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery or mailing with postage prepaid to Washington County or the cities of Tigard, Tualatin, and Sherwood at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Tigard: Name and Title: Kim Ezell, Program Manger Strategic Initiatives Address: 13125 SW Hall Blvd. Tigard, OR 97223 Telephone: (503) 278-0801	For the County: Jessi Adams, Homeless Services Capacity Programs Supervisor 161 NW Adams Ave, Ste 2000, MS 63 Hillsboro, OR 97124 Telephone: (503) 846-4794 Email: jessi_adams@washingtoncountyor.gov

Email: kim.ezell@tigard-or.gov	
For the City of Tualatin: Megan George, Deputy City Manager 18880 SW Martinazzi Ave., Tualatin, OR 97062 (503) 691-3065 mgeorge@tualatin.gov	For the City of Sherwood: Name and Title: Kristen Switzer, Assistant City Manager Address: 22560 SW Pine St Sherwood, OR 97140 Telephone: (503) 625-4234 Email:switzerk@sherwoodoregon.gov

23. COUNTERPARTS.
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. ENTIRE AGREEMENT. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

FOR THE CITY OF TIGARD

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

FOR WASHINGTON COUNTY

By: _____
Marni Kuyl, Assistant County Administrator

Date: _____

Approved as to form:

_____
Jacquilyn E. Saito, Senior Assistant County Counsel

FOR THE CITY OF TUALATIN

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

FOR THE CITY OF SHERWOOD

By: _____
_____, Mayor

Date: _____

Approved as to form:

_____
City Attorney

EXHIBIT A - SCOPE OF WORK

The Cities of Tigard, Tualatin, and Sherwood (the "Cities") agree to the following scope of work and allowed uses as they relate to funding provided by Washington County ("County") under this Agreement.

1. Homeless Services System City Liaison staff position

1.1 County will fund the City of Tigard $200,000 per fiscal year for the purposes of a designated 1.0 full time equivalent (FTE) staff position and other associated costs, to serve as a Homeless Services System City Liaison. The County intends to provide funds annually to ensure ongoing support for this function as long as SHS funds are available. Funding will remain at $200,000 for the first three years of this agreement (FY2023-24, FY2024-25, and FY2025-26); the annual funding amount will be renegotiated by mutual agreement in subsequent years.

1.2 The staff position works in coordination with the Washington County Department of Housing Services staff, the Cities of Sherwood, Tigard, and Tualatin, other city homeless services system city liaisons, and community-based service providers.

1.3 The position will work in coordination with city services including community engagement, law enforcement, fire and rescue, libraries, neighborhood associations or Community Participation Organizations (CPOs), public works, parks, utility providers, and other departments and institutions that are engaged in issues relating to homelessness to address programmatic, communications, and community needs.

1.4 The position will support relations with key stakeholders including neighborhood associations, business associations, advisory bodies, local elected officials, and other groups that are engaged in issues of homelessness, and lead communications when desired to provide educational opportunities to the community to better understand homelessness.

1.5 The general role of this position is to support coordination of services, provide clear information about homelessness and the service system, and help to identify local issues that can be resolved between parties through coordination.

1.6 Distribution of FTE capacity

1.6.1 The FTE will provide homeless coordination activities for the Cities such as:

a. Public relations and communication with business partners, law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

b. City services coordination, support, and education to address homelessness and understand homeless service provision, including coordination with law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

c. Coordination and support on site identification and related community engagement for new homeless services to be located in the Cities;

d. Coordination of the Cities' participation in the annual Point in Time (PIT) Count;

d. City Council and City Manager communications and coordination; and

e. Other homeless-related coordination activities for the Cities as needed.

1.6.2 The FTE will also provide coordination activities in support of homeless services funded by Washington County's Department of Housing Services, such as:

a. Service provision planning and advising at the system level with County staff for new shelter, access centers, or other homeless service programming;

b. Addressing challenges with local service providers regarding quality of care or other program challenges;

c. Participating in services coordination meetings with County staff and local service providers;

d. Conducting local analysis of systems gaps and service delivery opportunities to inform system planning and investment strategies with the County staff;

e. Participating in system coordination meetings with other city homeless services system liaisons and County staff, and advisory bodies; and

f. Other coordination activities with the County Homeless Services System as identified.

2. Supervision of Liaison and Work Equipment to be Provided by Each City

2.1 The City of Tigard is the Liaison's employer and is responsible for overall assignment of the Liaison. However, the Cities of Sherwood and Tualatin will each assign a primary point-of-contact for the Liaison. The primary point-of-contact will be responsible for on-boarding the Liaison into the individual City's systems, act as an internal resource, and report on the Liaison's performance periodically to the City of Tigard. The City of Tigard shall exercise sole discretion regarding discipline of the Liaison.

2.2 The Liaison will work the City of Tigard's default schedule – 10 hours a day, four days a week, Monday to Thursday. During the on-boarding period the Liaison may be

required to be in-person for training and other on-boarding activities. After the on-boarding period, the Liaison will be remote, except as required.

The Liaison will provide coordination activities to the City of Tigard approximately 50%, Tualatin 25% and Sherwood 25% of the time, with the understanding that this distribution may vary as needed.

2.3 The following will be provided for use by the Liaison:

a. A computer, cell phone, and an email address will be issued to Liaison by the City of Tigard.

b. Tualatin and Sherwood will issue necessary IT credentials. The Cities will coordinate how the Liaison will access all systems. Liaison shall comply with each City's respective acceptable use policy.

c. Each City will issue building access credentials to the Liaison and each City will provide office space for the Liaison when the Liaison is required to be on-site.

d. Each City will provide City-owned vehicles for use by the Liaison, when required.

3. Potential funding for capital projects

3.1 Additional funding may be distributed through this agreement for the purposes of supporting capital projects in the Cities that will be dedicated for the provision of homeless services.

3.2 Funding may include both capital investments and staff coordination capacity needed to support the project.

3.3 Funding will be determined per project for both the capital and staff capacity support, be provided as one-time funding, and be fully described in an amended scope of work to this agreement. Each scope amendment will include funding amount, estimated timeline, and role definition for the Cities and County staff related to that project.

3.4 When a potential project is identified, each of the individual Cities and County Department of Housing Services staff will work together to determine that the project is fit for funding through this agreement. This process will include:

a. Determination that the project is eligible for Supportive Housing Services funding as determined by Metro's work plan for SHS revenue, and consistent with the County's Local Implementation Plan.

b. Determination that the project is consistent with geographic equity and distribution of services across the County.

c. Demonstration of joint support for the project from the Cities and County leadership.

d. Determination that the capital project's budget is adequate and fully funded to ensure final delivery of the project.

e. Identification of funding commitments to fully manage long-term program and building operations.

f. Agreement on capital grant and project coordination costs to be funded through this agreement.

4. Evaluation and reporting

4.1 Reporting and program evaluation elements of this partnership are intended to demonstrate the value of the partnership and identify opportunities for system improvement. Evaluation and reporting activities will be intentionally constrained to ensure that undue burden is not created for staff responsible for this coordination agreement.

4.2 Upon commencement of the agreement, the Cities and Department of Housing Services staff, in partnership with other city liaisons, will work together to develop a reasonable reporting template to define an annual narrative and program outcomes report. This template can be amended annually as the parties seek continued process improvements through learned experience.

4.3 Annual reporting and evaluation process:

a. The Cities will each provide a narrative report describing the coordination activities that were achieved through this agreement by September 30 for the previous fiscal year (e.g., a narrative report for FY2024-25 will be due by Sept 30, 2025).

b. The Department of Housing Services will provide each of the Cities with annual outcomes data from the Homeless Management Information System (HMIS) to describe impact of services provided in the Cities by September 30 for the previous fiscal year (e.g., outcomes data for FY2024-25 will be due by Sept 30, 2025).

c. The parties will co-present these annual reports and findings to the Washington County Homeless Services advisory body and may also present to each of the

Cities' City Council, and the Washington County Board of County Commissioners, or other stakeholders as deemed mutually appropriate by the parties.

d. The parties will convene at least annually to evaluate program outcomes and make recommendations for system improvements in April-May of each year, in advance of the County budget and work plan cycle.

e. The parties will convene at least annually to review outcomes of this Homeless Services System City Liaison program to make recommended changes and improvements to this scope of work and overall contractual partnership.

f. The Cities may request a report of program outcomes or provider evaluation data from HMIS to evaluate the quality of services in the local community at any time of the year. Department of Housing Services staff will make every effort to provide data as appropriate and deliver the data in a reasonable time frame.

FIRST AMENDMENT TO
INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN
WASHINGTON COUNTY AND
CITIES OF TIGARD, TUALATIN,
AND SHERWOOD

This First Amendment (Amendment No. 1), dated as of _____, to the Intergovernmental Agreement relating to the funding for a Homeless Services System City Liaison and funding for homeless services capital projects, Agreement 24-0569 (Agreement), is made by and between Washington County, a political subdivision of the State of Oregon (County), and the Cities of Tigard, Tualatin, and Sherwood, a municipal corporation (City). The County and Cities may be referred to jointly as the "Parties" or individually as a "Party."

The Parties agree as follows:

1. City Contact is changed to:

   Nicole Hendrix, City of Tigard, Assistant to the City Manager
   13125 SW Hall Blvd. Tigard, OR 97223
   (503) 718-2416
   nicoleh@tigard-or.gov

2. Exhibit A of the Agreement is amended as follows:

   Under Homeless Services System City Liaison staff position, amend the following sections to include the following:

   1.1 County the City $210,000 per fiscal year for the purposes of a designated 1 full-time equivalent (FTE) staff position and other associated costs, to serve as a Homeless Services System City Liaison. The County intends to provide funds annually to ensure ongoing support for this function as long as SHS funds are available. Funding will remain at $210,000 for the next three years of this agreement (FY 2026-27, FY 2027-28, and FY 2028-29); the annual funding amount will be renegotiated by mutual agreement in subsequent years.

   1.6.1 (d.) Coordination of City's participation in the bi-annual Point in Time (PIT) Count

   2.2 The Liaison will provide coordination activities to the City of Tigard approximately 60%, Tualatin 30%, and Sherwood 10% of the time, with the understanding that this distribution may vary as needed. The three cities will enter into separate agreements about the timing and mechanism for distribution of these funds.

   3.3.1 The Cities will provide a narrative report describing the coordination activities that were

achieved through this contract by September 30th for the previous fiscal year (e.g., a narrative report for FY2026-27 will be due by Sept 30, 2027).

3.3.2 The Department of Housing Services will provide the Cities with annual outcomes data from HMIS to describe impact of services provided in the Cities by September 30th for the previous fiscal year (e.g., a outcomes data for FY2026-27 will be due by Sept 30, 2027).

3. All other terms and conditions of the Agreement not specifically modified herein shall remain in full force and effect.

The Amendment No. 1 is executed by the duly authorized representatives of the Parties as of the date stated in the preamble.

FOR THE CITY OF TIGARD

_____
(Signer Info)

Date:

FOR WASHINGTON COUNTY

_____
Marni Kuyl, Assistant County Administrator

Date:

FOR THE CITY OF TUALATIN

_____

(Signer Info)

FOR CITY OF SHERWOOD

_____

(Signer Info)

City Attorney's Office

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Jackson Porterfield, Management Analyst II

Rachel Sykes, Public Works Director

DATE: November 23, 2026

SUBJECT:
Consideration of Resolution 6010-26, Authorizing the City Manager to Sign the Amended and Restated Intergovernmental Agreement with Rivergrove Water District Related to the Emergency Provision of Water through a Distribution System Interconnection.

RECOMMENDATION:
Staff recommends approval of Resolution 6010-26.

EXECUTIVE SUMMARY:
The City of Tualatin executed an Intergovernmental Agreement with Rivergrove Water District in December 1988 to provide for the construction, operation, and maintenance of an emergency water system intertie. This agreement remains in effect today.

Staff are investigating the potential for the City's water system interties to serve as supplemental water supplies in the event of a service disruption within the City's water distribution system or along the transmission line that supplies the City water from Portland. While emergency interties are not sufficient to fully address a prolonged outage of the Portland Supply, they play a key role during localized outages or short disruptions.

Investigation and testing revealed issues with the intertie meter and the site's design. The City and Rivergrove Water District plan to repair the meter and construct a hydrant nearby to mitigate water quality issues caused by blending water. The investigation also led to questions about administrative and operational procedures that were not answered in the original agreement.

Resolution 6010-26 authorizes the City Manager to sign an Amended and Restated Intergovernmental Agreement with Rivergrove Water District. The restated agreement makes the following notable changes:

- Defines emergency and non-emergency conditions in which the intertie can be activated.
- Allows for delivery of water in compliance with the City's new 2026 Wholesale Water Purchase Agreement with City of Portland.
- Clarifies obligations related to ownership, routine maintenance, site repairs, site upgrades, and billing for water sent through the intertie.

While this intertie will not provide the City with enough water to meet full daily demands, it could be very useful in a more isolated event that occurs in the area near the intertie. It also can be used to bolster overall City water supply in the event of a larger, system-wide emergency.

The process used to investigate and test the Rivergrove intertie as well as the revised IGA will be used as a template staff will use with the City's remaining interties to ensure they are legally and operationally ready to be used in the event of an outage. The City also has interties with Tualatin Valley Water District, Tigard, Lake Oswego, Sherwood, and Wilsonville.

This project and IGA come from the following planning documents:

- 2023 Water Master Plan: CIP Project #604 - Emergency Supply Improvements Placeholder
- 2021 Water Supply Strategy: Supply Strategy 3 - Increase Reliability of Local Interties

OUTCOMES OF DECISION:
Approval of Resolution 6010-26 will clarify obligations and terms of use for the intertie and guide the City through the emergency provision of water. This will help prepare Tualatin for a small-scale or localized water outage and will allow the City to provide water to Rivergrove Water District in compliance with its new Water Purchase Agreement.

FINANCIAL IMPLICATIONS:
There will be a small one-time cost for intertie improvements, estimated at $3000, which will be paid from the Water Operating Fund. Ongoing operating costs are negligible. Costs may be incurred if / when water is taken from Rivergrove Water District through the intertie, as outlined in the agreement. Additionally, the City may charge Rivergrove for water sent through the intertie to their district.

ATTACHMENTS:

Resolution 6010-26

Intergovernmental Agreement related to the Emergency Provision of Water through a Distribution System Interconnection.

CITY of TUALATIN

Intertie with Rivergrove Water District

November 23rd, 2026

Interties in Water Supply Strategy

- Tualatin is vulnerable to supply interruptions because of its dependence on Portland as a sole source of our water.

- Water Supply Strategy, identifying back up water alternatives, was developed as part of 2023 Master Plan.

- Interties were identified as a supplemental source of water in the event of a water disruption on supply lines.

- Interties and backup supply are different, but both are crucial.

CITY of TUALATIN

Taking Action

- Staff visited the 2025 regional Interconnections Workshop.
- Not much is known about interties throughout the region.
- Tualatin has very few historical records on interties.
- Staff agreed with partner agencies to investigate interties.

CITY of TUALATIN

Rivergrove Intertie

- Confirmed operability
- Estimated supply capacity
- Addressed water quality questions
- Developed SOPs
- Identified site repair and improvement opportunities
- Amended and restated the 1988 IGA



Rivergrove Intertie

- Confirmed operability
- Estimated supply capacity
- Addressed water quality questions
- Developed SOPs
- Identified site repair and improvement opportunities
- Amended and restated the 1988 IGA



Next Steps

- Rivergrove agreement can be used as a starting point for work with other neighbors

- Continue discussion about backup supply on a larger scale

CITY of TUALATIN

CITY of TUALATIN

RESOLUTION NO. 6010-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH RIVERGROVE WATER DISTRICT RELATED TO THE EMERGENCY PROVISION OF WATER THROUGH A DISTRIBUTION SYSTEM INTERCONNECTION.

WHEREAS, The City of Tualatin executed an Intergovernmental Agreement with Rivergrove Water District in December 1988 to provide for the construction, operation, and maintenance of an emergency water system intertie;

WHEREAS, The City and Rivergrove Water District ("Parties") plan to invest in site upgrades and repairs to resolve operational issues;

WHEREAS, The Parties agree that this Agreement will provide beneficial service in time of emergency, planned shutdown, or localized water outage experienced by either party and other work to protect the public health, safety, and welfare of their respective communities; and

WHEREAS, The Parties agree that it is in their best interest to terminate the 1988 agreement and replace it with this Intergovernmental Agreement, and acknowledge that they have the authority to execute this IGA pursuant to the terms of their respective charters and pursuant to ORS 190.010 *et seq.*

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

Section 1. The City Manager is authorized to execute the amended and restated Intergovernmental Agreement with Rivergrove Water District.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 23rd day of November, 2026.

CITY OF TUALATIN, OREGON

BY_____
Mayor

APPROVED AS TO FORM

BY_____
City Attorney

ATTEST:

BY_____
City Recorder

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF TUALATIN
AND RIVERGROVE WATER DISTRICT

This Agreement ("Agreement") is made and entered into by and between The City of Tualatin ("City") and Rivergrove Water District ("Rivergrove"), hereinafter referred to collectively as the "Parties". The Agreement is meant to guide the Parties through the emergency provision of water through a physical interconnection that is in place to connect the two water systems at their respective boundaries.

Recitals

The Parties agree upon the following recitals:

1. On December 5, 1988, the Parties executed an agreement to provide for the construction, operation, and maintenance of an emergency water system intertie between the water supply system of the City of Tualatin and Rivergrove Water District, which was accepted by the Tualatin City Council on December 12, 1988. A copy of City of Tualatin Resolution 2250-88 and agreement attached thereto is attached to this Agreement as Exhibit A.
2. The facilities described (and then constructed) in the 1988 agreement were funded and constructed by Rivergrove. The intertie is located at the south side of the easternmost intersection of Childs Road and Montauk Circle. A map identifying the location of the intertie is attached hereto as Exhibit B.
3. The Parties agree that this Agreement will provide a beneficial service in time of emergency, planned shutdown, or localized water outage experienced by either party and otherwise work to protect the public health, safety and welfare of the communities served by each party.
4. The Parties agree that it is in the best interests of the Parties to terminate the 1988 agreement and replace it with this Intergovernmental Agreement.
5. The Parties acknowledge that they have the authority to execute this Agreement pursuant to the terms of their respective charters and pursuant to OR 190.010 *et seq*.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties hereto as follows:

Definitions

1. "Water Intertie Facility" Defined: as used in this agreement, the term 'water intertie facility' means the manhole style vault, two 8" valves, an 8" meter, and two 3/4" bleed lines. All assets outside of this description are not included in this agreement and remain the responsibility of the respective owners.
2. "Emergency Condition" Defined: An "emergency condition" is an occurrence created by a failure of either Party's water supply system, or the occurrence of an event that

jeopardizes a Party's water quality, causing insufficient supply of water to either Party's customers, resulting in a threat to public health and safety. System failure could include (but is not limited to), water line failures or breakages, reservoir failure, pumping system failure, or treatment facility failure. "Emergency condition" does not include a situation that involves the loss of water pressure or diminished volume of water within the system during periods of high demand if the system remains in a normal operational mode. The intertie will not be used to supplement peak time demands/needs for either party.

3. Use of Water Intertie: The emergency intertie use can be categorized in two ways:
    a. *Emergency Conditions:* as defined above, an emergency condition exists where use of the intertie is needed without prior notice, meaning advance coordination is limited. Use of the intertie to address an emergency condition may be accomplished by the mutual consent of each Party's Executive Officer, or designee. If water is provided from the City of Tualatin to Rivergrove Water District, Tualatin will obtain approval to resell water from the City of Portland Water Bureau as soon as is practicable.
    b. *Non-Emergency Conditions:* temporary use of the intertie for non-emergency scheduled maintenance or repair may be accomplished by the mutual consent of each Party's Executive Officer, or designee. If water is provided from the City of Tualatin to Rivergrove Water District, Tualatin must first obtain approval to resell water from the City of Portland Water Bureau; process is further defined below.

Facility Ownership

Carrying forward from the originally executed intergovernmental agreement, Rivergrove Water District will retain ownership of the intertie facility and associated assets. This includes insuring the assets. The City of Tualatin will provide support in the form of staff time for intertie planning, operations and maintenance, and/or eventual replacement of assets.

Facilities and Operations

Quantity of Water to be Supplied: Upon agreement between the parties to make use of the intertie pursuant to the "Use of Water Intertie" section above, the party supplying water shall, within its sole reasonable discretion, supply the amount of water requested by the other Party, and take all reasonable actions necessary to accomplish the same, so long as such actions are not detrimental to the operation of the supplying party's own water system. The Parties acknowledge that the maximum amount of water that will be supplied through the intertie has limitations based on meter size, water pressures, and seasonal considerations. The maximum amount that either party can provide through the meter is as follows:

Rivergrove Water District: 750,000 gallons per day.

City of Tualatin: 405,000 gallons per day.

These amounts are in alignment with the meter capacity and water supply considerations from each party. Prior to any use of the interconnection, the parties will confer on how much water can be supplied through the meter based on considerations listed above. Each party retains full decision-making authority in determining how much water they can supply through the intertie at any given time.

Cost of Water to be Supplied: all water metered through the interconnection will be paid for by the using party. The volume of water delivered shall be measured by the meter installed within the intertie vault.

The Parties agree to pay for all water at the following rates:

1. City of Tualatin: water costs from the City will be equivalent to the current water rate that Tualatin pays for wholesale water from the City of Portland, plus an administrative markup of 20%.
2. Rivergrove Water District: the commodity charge for each unit of water, if used in an emergency, will be equivalent to the current Outside Users' Water Usage Charge, plus a monthly Water Service Charge which, on the effective date of this agreement, is $57.01. The Rivergrove Water District will increase rates annually, based on the Engineering News Record 20-City Construction Cost Index, and will notify the City of Tualatin 60 days prior to July 1.

The Parties agree that water utilized for periodic testing and maintenance of the intertie will not be billed for use.

Operation and Maintenance Costs: Rivergrove Water District is responsible for the maintenance and replacement costs associated with the existing intertie assets. The City of Tualatin will, in its sole reasonable discretion, provide support in the form of staff time for this work. The Parties agree to periodic testing of the intertie to ensure functionality and identify needed repairs or replacements. Staff time will be provided for these efforts at no cost to either party with an expectation that both parties will work collaboratively to complete maintenance and testing work.

Capital Replacement / Upgrades: If, in the future, upgrades or modifications that expand the intertie's capacity (amount of water to be provided through the intertie) are agreed upon by the Parties, the associated costs will be split in an equitable manner based upon benefit and capacity increases being made available to each party by written mutual agreement.

Access to Water Intertie Facility: The Parties and their employees shall be provided reasonable access to enter and operate all components of the Water Intertie Facility, under any of the use conditions hereinabove stated. Assets outside of the Water Intertie Facility remain the responsibility of the respective owner party to operate.

Compliance with Water Sales Agreement: The Parties agree that the provision of water pursuant to this Agreement shall be subject to Section 1H of the Water Sales Agreement

entered into between the Cities of Portland and Tualatin, City of Portland Contract No. 30008844.

Miscellaneous Provisions

Amendment Provisions: The terms of this agreement may be amended by mutual agreement of the Parties. Any amendments shall be in writing, shall refer specifically to this agreement, and shall be signed by both of the Parties.

Term and Termination of Agreement: This agreement shall remain in perpetuity until such time as it is terminated by the mutual written consent of all Parties. Additionally, one Party may terminate the agreement with 120-day notice to the other of intent to terminate. Termination of this agreement shall not affect ownership status of the water intertie facility hereinabove described.

Supersedes Prior 1988 Agreement: The Parties agree that this Agreement supersedes and replaces the agreement executed by the Parties on December 5, 1988.

COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the responsibilities provided under this Agreement.

INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify the other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees or agents.

ACTION, SUITS OR CLAIMS.

Each party shall give the other prompt written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

NO THIRD-PARTY BENEFICIARIES.

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

REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

FORCE MAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

INTEGRATION.

This document constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of law principles. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties may pursue any available legal remedies. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon. The Parties consent to personal jurisdiction of the courts identified in this section.

NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing. Any notice given by one party to the other party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email, read receipt confirmed; or (c) when received, if personally delivered to the party at the party's physical address.

For the City of Tualatin

Contract Administrator Name, Title: **Sherilyn Lombos, City Manager**

Address, City, State and ZIP Code: 18880 SW Martinazzi Ave, Tualatin, OR 97062

Telephone: (503) 691-3010

Email: slombos@tualatin.gov

For the Rivergrove Water District

Contract Administrator Name, Title: **Janine Casey, General Manager**

Address, City, State and ZIP Code: 17040 Pilkington Rd, Suite 206, Lake Oswego, OR 97035

Telephone: (503) 635-6041

Email: rgwd@rivergrovewater.com

COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the Parties signing below.

In witness thereof, the parties, but the signatures of their authorized representatives, executed this Agreement, effective on the date shown below each signature.

City of Tualatin, by: _____ (Sherilyn Lombos, City Manager)

Date: _____

Rivergrove Water District, by: _____ (*Janine Casey, General Manager)*

Date*:* _____

2301-19

EXHIBIT A

CITY OF TUALATIN

18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

December 12, 1988

City Council
City of Tualatin

Members of the Council:

A RESOLUTION AUTHORIZING AN AGREEMENT FOR THE INTERCONNECTION BETWEEN CITY OF TUALATIN AND RIVERGROVE WATER DISTRICT SYSTEMS FOR SUPPLYING WATER ON AN EMERGENCY BASIS

On October 24, 1988, the City Attorney and the City Engineer were directed to prepare an agreement between the City of Tualatin and Rivergrove Water District. The purpose of this agreement is to provide in interconnection between the water systems for the purpose of supplying water on an emergency basis when the need may arise.

RECOMMENDATION

It is recommended that the attached resolution be adopted, and the Mayor and City Recorder be authorized to execute said agreement.

Sincerely,

Michael A. McKillip

Michael A. McKillip
City Engineer

Approved By Tualatin City Council
Date 12/12/88
Recording Secretary

MAM:gk
a:EmWtr.stf
Attachment

2301-38

CITY OF TUALATIN

18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

October 24, 1988

City Council
City of Tualatin

Members of the Council:

WATER SYSTEM CONNECTION WITH RIVERGROVE WATER DISTRICT

Attached is a request from the Rivergrove Water District to construct an interconnection with the City of Tualatin water system. Rivergrove would like to install this water system intertie on Childs Road, in the vicinity of 65th Avenue. An intertie such as this was discussed with the Rivergrove Water District at the time the City extended water lines and provided water service to the area north of Lower Boones Ferry Road and east of I-5. After the City installed water lines in this area, the area was withdrawn from the Rivergrove Water District.

As stated in the Rivergrove Water District's request, the City's provision of an intertie would only be for emergency purposes such as major system failures or major fires. The City would not provide water to the Rivergrove Water District for peaking purposes. The City would, by contract obligation, be required to obtain permission from the City of Portland to resell any water to the Rivergrove Water District.

This intertie would require an agreement between the City of Tualatin and Rivergrove Water District, setting out the terms of use of the water system interconnection and outline the respective responsibilities for construction of the intertie. At this time, it is anticipated that all construction costs will be borne by the Rivergrove Water District.

RECOMMENDATION

It is recommended that the City Engineer and City Attorney be directed to prepare an agreement between the City of Tualatin and the Rivergrove Water District regarding the construction of a

intertie between the City of Tualatin and Rivergrove Water District water systems in the vicinity of 65th Avenue and Childs Road.

Sincerely,

Michael A. McKillip
City Engineer

Approved By Tualatin City Council
Date 10/24/88
Recording Secretary

a:RGWtr.stf
Attachment

DONALD L. MURRAY CONSULTING, INC. Civil Engineering Services
Telephone (503) 234-3661 6548 S.E. 14th
Portland, Oregon 97202

October 13, 1988

Mr. Mike McKillip
City of Tualatin
P. O. Box 369
Tualatin OR. 97060

Re: Intertie of water supply lines.

Dear Mr. McKillip:

The Rivergrove Water District would like to obtain permission to construct a domestic water supply system intertie with the City of Tualatin's Water System. This intertie would be for catastrophic emergency use only, not for peaking or water shortage type use. As an example there is no time in the last ten years that such an intertie would have been used. The only anticipated conditions would be in case of major pump failure, reservoir collapse or large uncontrolled fires in district.

The desired location of the intertie would be at a point where the Rivergrove and the City of Tualatin water lines are in close proximity which is in Childs Road just West of the intersection with 65 th. Avenue.

The proposed construction would consist of extending the waterlines to a manhole with valve, meter and blowoff/bleed lines. The valves would be locked with keys given to the superintendents of each water district.

The Rivergrove Water District would like to include construction of this intertie with an other construction project to take place in January 1989, so time for planning is very short. Would you please check with the board and inform me as to how to proceed.

Respectfully,

Donald L. Murray

Donald L. Murray, P.E.
Engineer, Rivergrove Water Dist.

RESOLUTION NO. 2250-88

A RESOLUTION AUTHORIZING AN AGREEMENT FOR THE INTERCONNECTION BETWEEN CITY OF TUALATIN AND RIVERGROVE WATER DISTRICT SYSTEMS FOR SUPPLYING WATER ON AN EMERGENCY BASIS

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

Section 1. The Agreement attached hereto is for the purpose of providing an interconnection between the City of Tualatin and Rivergrove Water District water systems for the purpose of supplying water on an emergency basis when the need may arise.

Section 2. That the Agreement is accepted by the City of Tualatin for the purposes stated herein and the Mayor and City Recorder are hereby authorized to execute said Agreement.

INTRODUCED AND ADOPTED this 12th day of December, 1988.

CITY OF TUALATIN, OREGON

By Luanne D. Thielke
Mayor

ATTEST:

By Stephen A. Rhodes
City Recorder

AGREEMENT

This agreement is made and entered into by and between the City of Tualatin, an Oregon municipal corporation and the Rivergrove Water District, a public corporation. The parties rely on the authority to enter this agreement found in their charters, ordinances and state law. The purpose of this agreement is to provide an interconnection between the parties' water systems for the purpose of supplying water on an emergency basis when the need may arise.

The parties agree as follows:

1. Rivergrove Water District will own, maintain, cause to be constructed, furnish all engineering, equipment, labor and materials to install a connection between the water systems of the parties. The connection is to be made in Childs Rd. West of the intersection of 65 th. Ave. and Childs Rd. and East of Montauk Circle.

The connection will consist of extending the existing 8" lines to a MH type vault, min. 6" valve, min. 6" meter and 5/8" bleed lines for blowoff purposes. The connection will not be opened with out prior consent of both the Rivergrove Superintendent and the Tualatin Operations Director.

2. Should either party receive emergency water service from the other it shall, within 30 days of usage, repay the serving party an amount of water equal to that received. The parties shall coordinate the transfer of water prior to the transfer occurring. Should a court of competent jurisdiction determine that this method of repayment violates the terms of the Tualatin/Portland Water Supply Agreement, Rivergrove Water District agrees to repay Tualatin for water used at the same rate that Tualatin paid Portland for the water pursuant to the referenced agreement. Should Tualatin wish to purchase water from Rivergrove, upon approval of the Rivergrove Water Board, Tualatin shall pay for water at the current outside user rate.

3. The parties agree to defend, indemnify, and hold each other, their officers, agents and employees, harmless against all liability, loss or expenses, including attorney's fees and against all claims, actions or judgements based upon or arising out of property damage or personal injury (including death) to persons or property caused by any act or omission of an act sustained in connection with the performance of this agreement by a party or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

4.a. This agreement shall be in effect for a series of one year terms until terminated by the parties. Each term runs from August 1 to the next following July 31. The initial term will be less than one full year and will run from the effective date of this agreement until July 31, 1989. This agreement may be terminated at the end of any term by either party by giving

written notice of the party's intent to terminate not less than two years prior to the actual date of termination of this agreement.

b. If any section of this agreement is deemed to be illegal or void, the remainder of this agreement shall remain in full force and effect.

c. Any portion of this agreement may be modified in writing at any time by the mutual consent of Rivergrove Water District and the City of Tualatin.

Dated this 5 day of December, 1988.

For Rivergrove Water District

John J. Klein

John J. Klein, Chairman

City of Tualatin

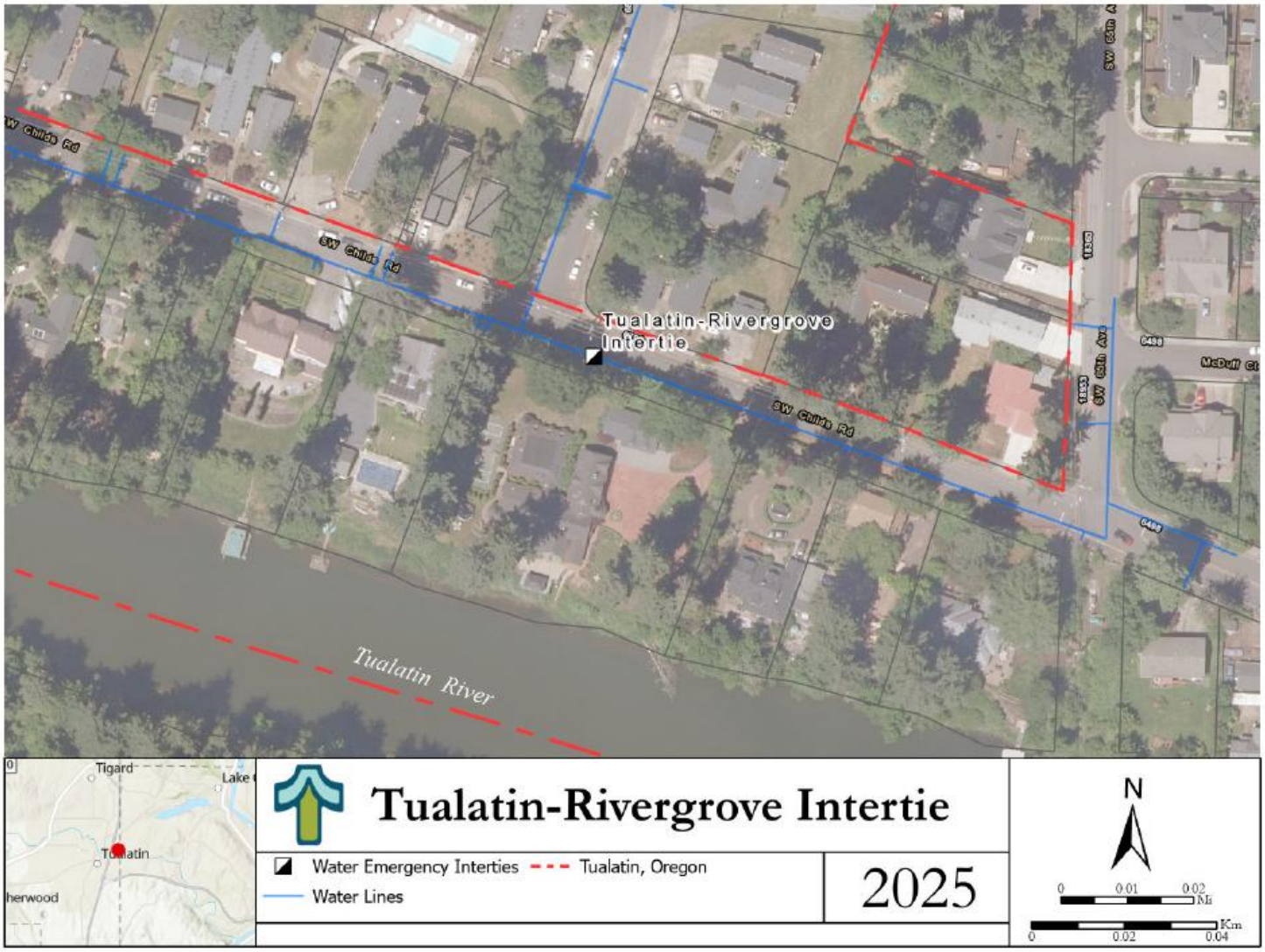
Luanne D. Shielke

Mayor

Attest: Stephen A. Rhodes

City Recorder

Exhibit B


SW Childs Rd
SW Childs Rd
Tualatin-Rivergrove Intertie
SW Childs Rd
SW 65th Ave
Tualatin River
Tigard
Tualatin
herwood
Tualatin-Rivergrove Intertie
Water Emergency Interties
Tualatin, Oregon
Water Lines
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CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer

DATE: November 23, 2026

SUBJECT:
Consideration of **Resolution No. 6011-26** requesting the transfer of jurisdiction of a portion of SW 65th Avenue from Clackamas County.

RECOMMENDATION:
Staff recommend approval of the resolution.

EXECUTIVE SUMMARY:
The 65th & Borland Improvements Project is currently in the 90% design phase. The goal of the Project is to improve congestion and safety at the intersection of SW 65th Ave & SW Borland Rd. The Project includes adding a northbound right-turn lane, buffered bike lanes, and a concrete island limiting northbound left-turns into the driveway opposite Borland Road. Additionally, new sidewalks will be constructed, and striping, paving, and signal detection will be upgraded.

SW 65th Ave currently has shared ownership, with Washington County owning the western half and Clackamas County owning the eastern half. Clackamas County has offered $750,000 for this project in exchange for the City accepting jurisdiction of the eastern half of 65th Avenue through a jurisdictional transfer. This resolution requests that transfer

Washington County would maintain ownership of the western half and the City would assume ownership of the eastern half. Washington and Clackamas Counties have a shared maintenance agreement, and currently, Washington County maintains the entirety of the roadway. Through discussions with Washington County staff, maintenance responsibilities are planned to remain as is for the foreseeable future. However, maintenance of the eastern half of 65th will likely be the City's responsibility at some point.

FINANCIAL IMPLICATIONS:
If jurisdictional transfer is completed, Clackamas County would allocate $750,000 towards construction costs for the Project. Future maintenance of both halves of the roadway will likely be completed by Washington County, but maintenance of the eastern portion would be the City's responsibility should Washington County elect not to do so.

ATTACHMENTS:

-Resolution No. 6011-26

RESOLUTION NO. 6011-26

A RESOLUTION REQUESTING A TRANSFER OF JURIDICTION OF A PORTION OF SW 65TH AVENUE FROM CLACKAMAS COUNTY TO THE CITY AS PART OF THE 65TH AND BORLAND IMPROVEMENTS PROJECT.

WHEREAS, ORS 373.270 provides a mechanism for a county to surrender jurisdiction over a county road within a city to the city, provided the city requests or accepts such jurisdiction; and

WHEREAS, SW 65th Ave currently has shared ownership, with Washington County owning the western half and Clackamas County owning the eastern half; and

WHEREAS, on October 1, 2026, the City and Clackamas County entered into an intergovernmental agreement related to the SW 65th and Borland Improvements Project; and

WHEREAS, Clackamas County has offered $750,000 for the Project in exchange for the City accepting jurisdiction of the eastern half of 65th Avenue through a jurisdictional transfer.

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

Section 1. The City Council deems it necessary or expedient and for the best interests of the City to acquire jurisdiction over the eastern half of SW 65th Avenue.

Section 2. The City requests the surrender of jurisdiction by Clackamas County over the eastern half of SW 65th Avenue.

Section 3. This Resolution is effective upon adoption.

Adopted by the City Council this 23rd day of November, 2026.

CITY OF TUALATIN, OREGON

BY_____
Mayor

APPROVED AS TO FORM

BY_____
City Attorney

ATTEST:

BY_____
City Recorder

Tualatin City Council

Protecting Parks and Nature Close to Home

Planning for the 2027 Parks and Nature Levy Renewal

November 23, 2026



Metro



Nature works for us every day

Wetlands absorb floodwaters

Forest restoration reduces wildfire risk

Trees cool our neighborhoods

Healthy habitats support pollinators

These places also give us connection, belonging and room to breathe.



No matter where you stand in the region, nature is never far.

Metro cares for 20,000 acres across 150+ sites. All of these sites are open to the public. About 1/3 are developed for visitors; 2/3 are natural habitat preserves.

Voters have trusted Metro to deliver on promises to care for our system of parks, trails, and natural areas for 30 years.

Since 1995, regional investments in nature have won 6/6 times at the ballot box.



Bond measures

Voters have approved **three bond measures** to **buy land, protect water and wildlife, restore natural areas, and improve access to nature.**



Local-option levies

Voters have supported **three 5-year levies** to provide the day-to-day funding needed to **maintain and operate** these places.

The current levy expires in June 2028.









Today's Conversation

We'll cover

- What Metro's Parks and Nature Levy does for water, habitat, and parks and nature experiences
- How renewal will keep this work going

What we need from you

- What's most important to your community as this work goes forward?
- What information would help you evaluate the proposed levy renewal and explain it to your partners?

The Levy funds three core investment areas, with flexibility to respond to the most pressing needs.

20,000

acres of protected and restored lands



Habitat Restoration and Land Management

2M+

annual visitors to Metro parks and natural areas



Park Operations

$9.7M

in grants for local nature projects since 2014



Community-led investments and education



2027 parks and nature levy renewal: What it includes

Keep important work going strong

Continue core investment areas at current funding levels

Maintain flexibility to respond to unplanned needs

Maintain current low tax rate

About $30/year for average homeowner

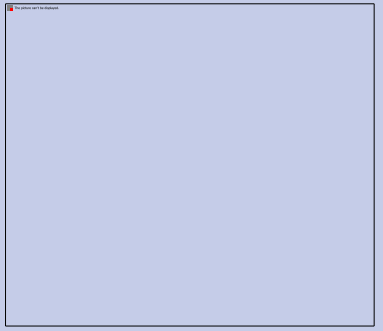
Raises roughly $22M/year when levy takes effect in 2028

Show our work clearly

Clear, measurable outcomes

Annual reporting for ongoing improvement

Feedback to Metro Council



What's most important to your community as this work goes forward?

What information would help you evaluate the proposed levy renewal and explain it to your partners?

Metro

Stay involved

- ✓ Invite Metro to an upcoming event
- ✓ Sign up to receive updates
- ✓ Get materials to share in your community

Please send questions to the following address: jeff.kain@oregonmetro.gov



CITY COUNCIL WORK SESSION | NOVEMBER 23, 2026

Tualatin E-Bike & E-Scooter Safety Initiative

What we've learned, what we've built, and ideas of where we go next

Community education • Collaboration • Safer shared spaces

A changing transportation landscape

Two developments created an opportunity for Tualatin to respond proactively through education.

State law is changing

- HB 4007 requires all riders under 16 to wear a safety helmet and *that they must be at least 14* to use a class 1 e-bike or e-scooter that provides power up to a speed of 20 mph January 1, 2027
- Families and young riders need clear, practical information about device classifications and rules.

Youth safety is a growing concern

- The spring 2026 Oregon Health Authority report highlighted an increase in e-bike-related injuries, particularly among youth.
- The coalition saw an opportunity to prioritize prevention, skills and informed choices.

Our starting point: promote safe, legal, and responsible micro-mobility—*not* discourage its use—while being honest and direct about the consequences of reckless behavior

Source: Coalition launch remarks; Oregon HB 4007 and OHA report as described in coalition materials.

A community coalition, not a single-agency effort

Relationships across schools, public safety, healthcare and community organizations made this work possible.

CITY OF TUALATIN

Parks & Recreation • Police • Engineer

SCHOOLS

Tigard-Tualatin School District | Hazelbrook Middle School & Tualatin High School

HEALTHCARE

Randall Children's Hospital • Jay Rosenbloom, MD

SAFE ROUTES TO SCHOOL

COMMUNITY

LOCAL PARTNERS

First Gear Driving School • Local Cyclist

Shared approach: positive, collaborative, student-informed and focused on practical safety.

Source: Coalition launch remarks and coalition membership.

What Hazelbrook students told us

Grades 6–8 survey responses show both substantial interest in electric devices and a clear need for practical safety information.

17–21%

currently ride an e-bike or e-scooter

53–61%

would ride one if given the opportunity

57–68%

report having a properly fitting bicycle helmet

77

students requested a new helmet

The takeaway: many students are interested in riding, but not every student had the protective equipment or knowledge needed to do so safely.

Survey response counts varied by question and grade; percentages are ranges across grades.

Source: Executive Summary: Middle School E-Bike and E-Scooter Survey.

Students want safety—and to be understood

Their responses highlighted a tension between independence and risk, not a simple pro- or anti-e-bike position.

What appeals to students

- Fun, speed and convenience
- Getting to school and other places
- Independence and recreation

What concerns them

- Crashes and injuries
- Reckless riding and excessive speed
- Helmet use and road rules

What they want adults to know

- Not all young riders are reckless
- Responsible riding should matter
- Clear rules and practical training help

Education should recognize students' interest while giving them the skills and information to manage real risks.

Source: Student open-ended survey responses, grades 6–8.

A coordinated middle school education campaign

The Hazelbrook work was designed around students' questions, practical skills, and shared responsibility.

1

ASSEMBLY

Introduce key safety messages and shared expectations.

2

CLASSROOM LESSONS

Cover device types, laws, rights, responsibilities and decision-making.

92 “Safe Rider Pledges” submitted of 738 (12%)

3

HANDS-ON DEMOS

Practice observing hazards and making safer riding choices.

4

HELMET FITTINGS

Help students access properly fitting protective equipment.

58 helmets were fitted and distributed

Curriculum developed collaboratively with Dan Keller (Safe Routes to School) playing a lead role in lesson development.

Source: Coalition launch remarks and middle school education planning.

What students learned—and what needs reinforcing

Hazelbrook student feedback points to strong retention of core safety messages, alongside clear opportunities to strengthen the lessons.

01 / WHAT STUCK

Core safety messages

Students showed strong understanding of helmet use, avoiding phones, stopping at stop signs, giving pedestrians space, and avoiding stunts or racing.

02 / WHAT CHANGED

Learning & choices

Most students reported learning or relearning key topics. “Yes” was the most common response when asked whether the lessons influenced their behavior or choices.

03 / WHAT NEEDS WORK

Areas of confusion

Students remained less certain about age requirements, e-bike classes and modified bikes, and where to ride when no bike lane is available.

04 / STUDENT IDEAS

Make it more engaging

Students asked for shorter lessons, clearer visuals, real-bike comparisons, hands-on demonstrations, and practical guidance for emergencies and collisions.

The takeaway: preserve the safety messages students are retaining, and use concise, practical, hands-on learning to address the areas where confusion remains.

Source: Hazelbrook student survey following e-bike and e-scooter assemblies, lessons and demonstrations.

Supporting families beyond the classroom

Students asked practical questions about how devices work, where they can ride, and what the law requires. Families need the same clear information.

Parent & guardian resources

- Clear explanations of device classifications and age requirements
- Guidance on safe riding practices and family conversations

Community outreach

- Educational information in Tualatin Life
- Outreach at community events, including Ibach CIO Fair and Pumpkin Regatta
- Invitation to community listening session

The goal: reinforce consistent messages wherever young riders and their families get information.

Source: Coalition launch remarks and parent/guardian education planning.

Listening to the broader community

October 27, 2026 | Hazelbrook Middle School

17

ATTENDEES

2 school employees
6 coalition members
9 other community members

A range of perspectives

Parents of young riders, adult e-bike users, educators, coalition members and other residents.

A shared message

E-safety is a community responsibility. Education, enforcement, infrastructure and family engagement all have a role.

The session gathered input to inform future education, policy, and enforcement conversations.

Source: E-Bike & E-Scooter Community Listening Session summary, October 27, 2026.

What we heard: five recurring themes

The listening session reflected a range of views, with a consistent call for a balanced, coordinated response.

01	**Education first**	Reach students, parents, adult riders and motorists. Approach this with a public health lens.
02	**Clear expectations**	Clarify laws, rights, responsibilities and enforcement.
03	**Safer infrastructure**	Address ongoing bike-lane maintenance, signage, and local problem areas.
04	**Support for parents**	Explain classifications, age requirements and e-bike vs. e-moto differences. Help with advocacy or education before or at the point of sale.
05	**Balance safety & access**	Recognize transportation, recreation, environmental and social ***benefits***. Heavy handed policies or any policy that can't be enforced will fall short.

Education, enforcement, and infrastructure were viewed as complementary—not competing—solutions.

Source: E-Bike & E-Scooter Community Listening Session summary, October 27, 2026.

Other Oregon cities are taking different approaches

A preliminary scan suggests there is no single regional model. Local rules should be compared carefully by device type and facility.

CANBY

Adopted additional electric-device restrictions

WEST LINN

Adopted specific sidewalk and shared-use path restrictions

LAKE OSWEGO

Detailed micromobility regulations

TIGARD

Bicycle code and public-facing e-bike guidance

WILSONVILLE

Primarily relies on state law

SHERWOOD

No comprehensive e-bike ordinance identified in initial scan

Important: this is an initial comparison, not a legal analysis. Confirm current code language and device-specific rules with the City Attorney before drawing policy conclusions.

Source: Preliminary municipal-code and city-guidance scan; verify current ordinances before external circulation.

Expanding education into the high schools

A conversation with Tualatin High School leadership identified promising next steps.

Potential student programming

- Three 20-minute push-in lessons
- One or two lunch-time demonstrations during the school year
- Particular opportunity for spring programming

Immediate next steps

- Adapt Hazelbrook lessons for a high school audience
- Use aggregated Middle School student and teacher feedback to guide revisions
- Coordinate with school staff on lunch presentations and family communications

The intent is to build on what we've learned at the middle school level and adapt it for the older audience.

Source: Follow-up discussion with Tualatin High School Principal Mr. Dellerba and coalition planning.

Help turn this into a community-wide effort

Some possible ways Council can help move the work forward:

01 **CHAMPION AN EDUCATION-FIRST APPROACH**

Support a balanced response that prioritizes knowledge, safe behavior, and shared responsibility.

02 **EXPAND WHO IS AT THE TABLE**

Encourage coordination among City departments and help identify other partners, especially county and public health officials, who can be added.

03 **ASK STAFF TO IDENTIFY OPPORTUNITIES**

Explore City programs, communication channels, infrastructure priorities and resources that could support this work.

04 **KEEP THE CONVERSATION GOING**

Support continued community input and invite the coalition to share progress and partnership opportunities.

We are asking the City to help coordinate a practical, community-informed response—not to solve this alone.

Hazelbrook Middle School Micro-Mobility Pre-Lesson Assessment Summary

Overview

As part of the Tualatin E-Bike Safety Coalition's efforts to promote safe and responsible use of electric bikes (e-bikes) and electric scooters (e-scooters), students in grades 6–8 completed a survey about their riding habits, safety awareness, perceptions, and interest in learning more. The results provide insight into students' experiences and attitudes and help identify opportunities for targeted safety education.

Key Findings

Traditional biking remains common, while interest in electric devices is substantial. Approximately half of respondents in each grade reported riding a traditional bike or scooter. About 17–21% reported currently riding an e-bike or e-scooter. However, among students who answered whether they would ride one if given the opportunity, approximately 53–61% said yes. This suggests that interest in electric devices extends well beyond current riders.

Students recognize both the appeal and the risks. Open-ended responses frequently described e-bikes and e-scooters as fast, fun, convenient, and useful for transportation. Students also mentioned crashes, injuries, reckless riding, and the importance of helmets. Many believe the devices can be used safely when riders behave responsibly, while others expressed concern about speed and the dangers of inexperienced or irresponsible riding.

Safety knowledge and practices warrant continued attention. Approximately 57–68% of respondents across the three grades reported having a properly fitting bicycle helmet. Meanwhile, 77 students indicated that they needed a new helmet: 20 sixth graders, 18 seventh graders, and 39 eighth graders. 58 helmet fittings were completed following the survey.

Students want adults to balance safety with independence. Many students expressed frustration that adults may view all young riders as irresponsible or all e-bikes and e-scooters as inherently dangerous. Students emphasized that responsible riding, appropriate training, and following rules should matter. Others supported stronger restrictions and acknowledged that serious injuries can occur. The responses point to the importance of communicating safety expectations without dismissing students' interest in these devices.

At the time of the survey, students had specific questions about laws, speed, and safe riding. Although many respondents expressed little interest in learning more, students

who did ask questions wanted practical information about how e-bikes work, speed and performance, age requirements, legal classifications, where riding is permitted, and how to prevent injuries. Some also wanted to understand school district restrictions and the reasons behind them.

Based on the survey findings, education and outreach aimed to prioritize:

- Practical safety skills: Helmet fit and use, braking, speed management, hazard awareness, traffic rules, and safe riding behaviors.
- Clear and accessible legal guidance: Explain applicable age requirements, e-bike classifications, where devices may be ridden, and relevant school policies.
- Responsible riding and shared accountability: Address risky behaviors while recognizing that not all young riders behave the same way.
- Access to protective equipment: Follow up on the 77 students who requested new helmets and provide fittings and helmets as resources allow.
- Student-informed education: Use relatable examples and hands-on activities that address students' actual questions, experiences, and misconceptions.

Do you ride a bike or scooter? (not electric)

6th grade
- NO: 69
- YES/SI: 72
- Total responses: 141

7th grade
- NO: 112
- YES/SI: 103
- Blank: 16
- Total responses: 215

8th grade
- NO: 89
- YES/SI: 109
- Total responses: 198

Do you have a bicycle helmet that fits you properly?

6th grade
- NO: 48
- YES/SI: 103
- Total responses: 151

7th grade
- NO: 62
- YES/SI: 103
- Total responses: 165

8th grade
- NO: 78
- YES/SI: 103
- Total responses: 181

Do you need a new bike helmet? If your helmet no longer fits or you need one to ride safely, we can provide a free helmet fitting and helmet while supplies last.

6th grade - 20 responded yes
7th grade - 18 responded yes

8th grade - 39 responded yes

Do you ride an electric bike (e-bike) or electric scooter (e-scooter)?

6th grade
- NO: 157
- YES/SI: 38
- Total responses: 195

7th grade
- NO: 180
- YES/SI: 36
- Total responses: 216

8th grade
- NO: 158
- YES/SI: 41
- Total responses: 199

If you don't already, if you had the opportunity, would you ride an e-bike or e-scooter?

6th grade
- NO: 74
- YES/SI: 102
- Total responses: 176

7th grade
- NO: 90
- YES/SI: 103
- Total responses: 193

8th grade
- NO: 65
- YES/SI: 103
- Total responses: 168

Have you seen things that look fun on e-bikes or e-scooters?

6th grade
- NO: 52
- YES/SI: 104
- Total responses: 156

7th grade
- NO: 58
- YES/SI: 104
- Total responses: 162

8th grade
- NO: 52
- YES/SI: 104
- Total responses: 156

Have you seen things that look dangerous on e-bikes or e-scooters?

6th grade
- NO: 59
- YES/SI: 104
- Total responses: 163

7th grade

NO: 73
YES/SI: 104
Total responses: 177

8th grade

NO: 45
YES/SI: 104
Total responses: 149

What do you already know about e-bikes and e-scooters?
6th grade - Total responses: 193

Students most commonly mentioned that e-bikes and e-scooters are fast, electric, fun, and potentially dangerous. Many similar answers noted that they require less physical effort than traditional bikes, need to be charged, and can reach high speeds. Several students mentioned injuries or accidents, while others emphasized wearing helmets and riding safely.

Other recurring themes included age restrictions and rules, such as where students can ride and whether they are old enough to use these devices. Some students reported little or no knowledge, while others shared personal experiences riding them or knowing friends and family who own them. Overall, students recognize the appeal and potential risks, but their answers suggest a need to clarify specific laws and reinforce practical safety skills.

7th grade - Total responses: 214

Students most commonly described e-bikes and e-scooters as electric, fast, fun, and potentially dangerous. Many gave similar answers about their speed, ease of travel, and reduced physical effort compared with traditional bikes. Safety concerns were especially prominent, with students mentioning injuries, deaths, reckless riding, and the importance of helmets and responsible use.

Other recurring themes included age restrictions and rules, such as whether students can ride to school or on public streets. Some students mentioned personal experience, wheelies, speed modes, and how the devices operate, while others said they knew little or nothing about them. Overall, students recognize both the appeal and risks of these devices, but there is an opportunity to clarify riding laws and reinforce practical safety expectations.

8th grade - Total responses: 194

Students most commonly described e-bikes and e-scooters as fast, electric, fun, and convenient for getting places. Many similar answers noted that they are popular, easy to ride, require less physical effort, and provide an efficient way to travel. However, safety concerns were also prominent, with students mentioning crashes, injuries, deaths, reckless riding, and the importance of being responsible.

Other recurring themes included age restrictions, speed limits, and road rules. Some students demonstrated more detailed knowledge of e-bike classes, throttle versus pedal assist, and legal requirements, while others said they knew little or nothing about

them. Overall, students recognize both the benefits and risks, but their responses suggest an opportunity to clarify the laws and reinforce safe riding practices.

What do you wish adults understood about e-bikes and e-scooters?

6th grade - Total responses: 189

The most common theme was that students want adults to understand that e-bikes and e-scooters can be fun, convenient, and safe when used responsibly. Many similar answers expressed frustration that adults view them as too dangerous or don't trust kids to ride safely. At the same time, other students acknowledged the risks, mentioning high speeds, serious injuries, and the importance of being careful.

Other recurring themes included limited knowledge or no opinion, along with suggestions for wearing helmets, following road rules, staying in bike lanes, and controlling speed. Some students wanted the opportunity to try or own an e-bike or e-scooter, while others agreed with adult concerns about age restrictions and safety. Overall, responses highlight a tension between students' desire for independence and recreation and the need to understand and manage real safety risks.

7th grade - Total responses: 207

The most common response was "I don't know," "IDK," or a similar uncertain/no-opinion answer, along with responses of "nothing" or "nothing much." Many students also emphasized that e-bikes and e-scooters are fun, convenient, and not always as dangerous as adults think. A recurring message was that adults should recognize that not all kids ride recklessly and that responsible students can use them safely.

Other students acknowledged the risks, noting that e-bikes and e-scooters can cause serious injuries, especially when riders speed, behave irresponsibly, or ignore traffic rules. Several mentioned wearing helmets, using safety gear, learning the rules, and setting appropriate age limits. A smaller number wanted adults to let kids ride, help them access e-bikes and scooters, or recognize their usefulness as transportation. Overall, responses reflect a tension between students wanting more trust and freedom and recognizing the importance of safety, responsibility, and clear rules.

8th grade - Total responses: 207

The most common theme was uncertainty or lack of knowledge. Many students answered "I don't know," "IDK," or said they didn't know enough about e-bikes and e-scooters to comment. Others said they didn't have an opinion or that adults already understood the topic.

Among students who shared a viewpoint, many emphasized that e-bikes and e-scooters are fun, useful, and not necessarily as dangerous as adults believe. Students highlighted the freedom they provide, the ability to get to school and other places

faster, and the fact that some students rely on them for transportation. Several felt that responsible riders should not be penalized for the behavior of reckless riders. Others acknowledged the risks, including speed, crashes, and injuries, and mentioned helmets, safety precautions, and clearer rules. A smaller number expressed concern about young riders or supported restrictions. Overall, students expressed a desire for adults to balance safety concerns with trust, independence, and recognition of the practical benefits of e-bikes and e-scooters.

What do you want to know more about e-bikes and e-scooters?

6th grade - Total responses: 207
The most common response was "nothing," "no," "not really," or "I don't know." Many students expressed little interest in learning more, often because they don't plan to ride an e-bike or e-scooter or feel they already know enough about them.

Among students who identified specific questions, the main areas of interest were:

- How they work: motors, speed controls, braking, and how fast they can go.
- Safety: how dangerous they are, how to ride safely, and how to balance fun with responsible riding.
- Laws and age limits: when students can legally ride, whether they can ride on sidewalks, and how to use or bring them to school.
- Riding skills: how to operate them, improve riding skills, and perform tricks.
- Cost and access: how much they cost, durability, and why students may or may not be allowed to have one.
- Popularity and usefulness: why they are so popular and how they help people get around.

Key takeaway: Although many students reported limited interest, those who did want to learn more asked practical questions about how e-bikes and e-scooters work, legal requirements, and safe riding. These topics could help guide future educational lessons toward information students can directly use.

7th grade - Total responses: 195 (excluding blank responses).

The most common response was "nothing," "no," "I don't know," or "not much." Many students said they had little interest in learning more, already knew enough, or did not plan to use an e-bike or e-scooter.

Among students who expressed interest, the main topics were:

- How they work: electric power, motors, speed settings, features, and how fast or far they can travel.
- Safety: how dangerous they really are, how to avoid injuries, how to choose safer models, and what precautions riders should take.
- Riding skills: how to operate and control them, maintain balance, and perform tricks.
- Laws and age restrictions: minimum riding ages, where they can be ridden, and why school district policies restrict their use.
- Cost and access: purchase and rental prices, getting an e-bike, and which models are safest.

- Practical uses: whether they are better than regular bikes and how they can help with transportation.

Key takeaway: Although many students expressed little interest, those who did want to learn more focused on practical information—especially how e-bikes and e-scooters work, how fast they can go, age and legal requirements, and how to ride safely. These responses support emphasizing hands-on, relevant safety education rather than assuming students already understand the risks.

8th grade - Total responses: 193
The most common response was "nothing," "no," "I don't know," or a similar expression of limited interest. Many students said they already knew enough about e-bikes and e-scooters, were not interested in them, or did not plan to use them.

Among students who wanted to learn more, the main topics were:

- Safety and injuries: how dangerous e-bikes are, how often riders get hurt, and how to ride safely.
- Laws and restrictions: legal age requirements, e-bike classifications, which models are legal, and why students cannot ride them to school.
- Speed and performance: top speeds, speed displays, and differences between e-bike types.
- How they work: electric components, maintenance, repairs, and how to ride them.
- Cost and access: average prices, where to buy them, and how to obtain one.
- Popularity and use: why people enjoy them and why some riders' behavior leads to restrictions.

Key takeaway: Most students expressed little interest in learning more, but those who did were curious about safety, laws, speed, and how e-bikes work. These findings suggest that practical, relevant information—especially safety guidance and clarification of age requirements and school policies—would be useful for future education.

Hazelbrook Middle School Micro-Mobility Lesson Recall Assessment Summary

Student feedback suggests that the e-bike and e-scooter safety education efforts successfully introduced and reinforced several important safety concepts. Students demonstrated strong understanding of helmet use, avoiding distractions, obeying stop signs, yielding to pedestrians, and avoiding risky behaviors such as stunts and racing. Most students also reported learning or relearning about e-bike classifications and legal age requirements, and "Yes" was the most common response when asked whether the lessons had influenced their behavior or riding choices.

The results also identified areas where additional education is needed. Students continued to show some confusion about age requirements and the differences between e-bike classes, particularly the upcoming Class 1 age requirement. Responses also revealed uncertainty about where to ride when a designated bike lane is unavailable, with students offering conflicting answers about sidewalk and roadway use. While students could often identify characteristics of illegal or modified "imposter" bikes, continued instruction could help reinforce how to distinguish these vehicles from legal e-bikes.

Student recommendations for future lessons emphasized making the experience shorter, more engaging, and more interactive. Suggestions included clearer and less cluttered slides, more visual examples, hands-on demonstrations comparing all three e-bike classes, and opportunities to learn from experienced riders. Students also expressed interest in more practical instruction on protective equipment, riding speeds, and responding to potential collisions or emergencies. Importantly, feedback suggests that lessons should remain relevant to all students, including those who do not own or regularly ride an e-bike or e-scooter.

Overall takeaway: The education efforts appear to have increased student awareness of key e-bike and e-scooter safety practices and influenced riding decisions for many students. Future programming should build on this foundation while prioritizing areas of continued confusion, especially legal requirements, vehicle classifications, and navigating roads without bike lanes. Making lessons more concise, engaging, and hands-on may strengthen student understanding, retention, and confidence in making safe decisions.

Question 1: What is something you remember from the e-bike and e-scooter assembly, lessons, and demonstrations this year?

Student responses indicate that the education efforts successfully introduced key safety concepts, particularly helmet use. However, continued education and practical

demonstrations are needed to reinforce understanding of age requirements, vehicle classifications, and safe riding rules.

- Helmet safety: The most frequently recalled message was the importance of always wearing a helmet, including proper fit and the two-finger rule.
- E-bike classifications: Many students remembered the three e-bike classes and the differences between legal e-bikes, modified bikes, and e-motos.
- Age and legal requirements: Students generally understood that age restrictions exist and that laws are changing in January 2027, but many were confused about the specific age requirements for each class.
- Safe riding practices: Students recalled avoiding sidewalks, following traffic laws, watching for cars and pedestrians, and riding at safe speeds.

Question 2: Did you learn about helmet safety?

Student responses indicate strong retention of helmet safety education. The overwhelming majority reported learning about helmet safety, while a smaller group indicated they learned a little and very few said they learned nothing**.**

Question 3: Who has to wear a helmet while riding an e-bike or e-scooter?

Student responses indicate strong retention of helmet safety education, with most reporting that they learned about helmet safety and generally understanding that all riders are responsible for wearing helmets. Some confusion remains around age-specific requirements and whether helmet laws apply equally to e-bikes and e-scooters..

Students overwhelmingly understood that helmet use applies to everyone riding an e-bike or e-scooter, frequently responding "everyone," "the rider," or "anyone riding it."

Question 4: Did you learn or re-learn about legal ages to ride an e-bike or e-scooter?

Student responses indicate that most students reported learning or relearning the legal age requirements for riding e-bikes and e-scooters. A smaller group reported learning a little, while relatively few indicated they learned nothing.

Question 5: As of January 1, 2027 - how old do you have to be to legally ride a class 1 e-bike (20 MPH max, pedal assist)?

Most students identified 14 years old as the minimum age to legally ride a Class 1 e-bike beginning January 1, 2027. However, a notable number still answered 16, while others provided ages ranging from 12 to 18 or indicated they were unsure.

Question 6: Did you learn or re-learn about the classes of e-bikes?

Student responses indicate that most students reported learning or relearning about the different classes of e-bikes. A smaller group reported learning a little, while some indicated they learned nothing.

Question 7: What is an example of something a fake or imposter bike has or does?

Students most commonly identified excessive speed as the defining characteristic of an imposter bike, often associating it with modifications that allow the bike to exceed legal speed limits. A second recurring theme was the absence of functional pedals.

Other examples students identified included:

- No pedals, or pedals that don't actually work to propel the bike.
- Motorcycle-style design or features that make it function more like an electric motorcycle.
- A throttle or other modifications that allow it to exceed the speed limit.
- A larger or more powerful motor or battery than a legal e-bike would have.

Question 8: Based on things you learned or re-learned have you change your behavior or make different choices?

"Yes / Sí" was the most common response overall, indicating that more students reported changing their behavior or making different choices based on what they learned. While another substantial group reported making at least some changes. This suggests that the education efforts are translating into changes in behavior for many students. A smaller group indicated that their behavior had not changed.

Question 9: What should you do if you are riding and come up behind a pedestrian on a shared path?

Student responses show that the most commonly identified actions were slowing down and alerting the pedestrian before passing, typically by calling out "on your left" or "on your right."

Other recurring responses included:

- Ringing a bell or using another signal to get the pedestrian's attention.
- Giving the pedestrian plenty of space when passing.
- Stopping or waiting until it is safe to proceed.
- Allowing the pedestrian to go first.

Question 10: Should you be on your phone or any device while riding?

Student responses showed an overwhelming understanding that you should not use a phone or other device while riding an e-bike or e-scooter. "No" was the dominant response across all three survey groups, with only a small number of students answering "Yes."

Question 11: What should you do if you are riding and come to a stop sign?

Student responses demonstrated very strong understanding that riders must come to a complete stop at a stop sign. Many students also specifically mentioned looking both ways, checking for cars and other road users, and waiting until it is safe and their turn to proceed.

A smaller number mentioned slowing down without fully stopping, suggesting some room for reinforcement around the difference between slowing and making a complete stop.

Question 12: Should you do stunts like wheelies or races while riding?

Student responses showed a strong understanding that stunts such as wheelies and racing should not be done while riding an e-bike or e-scooter. "No" was overwhelmingly the most common response across all three groups, although a smaller number of students answered "Yes."

Question 13: What should you do if you are riding and there isn't a bike lane?

Student responses revealed some confusion about what to do when there is no designated bike lane. The most common response was to ride on the sidewalk, often with reminders to slow down and watch for pedestrians. Other students said to ride on the road, stay close to the curb or right side, or walk their bike or scooter.

Responses also included uncertainty about whether riding on the sidewalk or roadway is the correct choice.

Question 14: Please share any suggestions for changes, edits, or additions if these lessons and activities are offered again.

Student suggestions varied, but several recurring themes emerged. Many students felt the lessons were helpful and did not suggest changes. Among those who offered specific feedback, several recommended making the presentations shorter, more engaging, and easier to follow, with clearer explanations, less cluttered slides, and more opportunities for visual learning. Students also expressed interest in more hands-on demonstrations, including seeing and comparing all three e-bike classes, having an experienced rider help teach, and potentially getting to try an e-bike themselves.

Other suggestions included spending more time on helmet safety and protective equipment, clarifying the differences between legal and modified or "imposter" bikes, explaining appropriate riding speeds and locations, and providing more practical guidance on how to respond to emergencies or avoid collisions. A few students also noted that not everyone rides or has access to an e-bike or e-scooter, suggesting the lessons should remain relevant to all students. Some students described the lessons as too long or boring, while others requested that they continue.

E-Bike & E-Scooter Community Listening Session Summary

Meeting Overview

The E-Bike & E-Scooter Community Listening Session brought together 17 attendees, including 2 school employees, 6 coalition members, and 9 additional community participants. The session provided an opportunity for community members to share personal experiences, raise concerns, learn about current e-safety efforts, and offer recommendations to help inform future education, policy, and enforcement strategies.

The discussion reflected a range of perspectives, including parents of young riders, adult e-bike users, educators, and community members. While participants expressed concerns about unsafe riding behaviors, gaps in rider knowledge, and challenges with shared-use spaces, they also recognized the transportation, recreational, environmental, and social benefits of micromobility.

A consistent message throughout the discussion was that e-safety is a shared community responsibility that requires more than individual rider education or enforcement alone. Participants encouraged a coordinated approach involving schools, city leadership, law enforcement, families, public health partners, and the broader community.

Key Takeaways

1. Education should be the foundation of the community's approach.

Participants strongly supported expanding accessible, age-appropriate e-safety education for youth, parents, and adult riders. Schools were identified as an important setting, but participants also suggested Parks and Recreation programs, hands-on training opportunities, online courses, community events, and education for motorists. There was interest in establishing consistent community expectations and positive riding norms rather than relying primarily on restrictions.

2. Clear policies and consistent enforcement are needed.

Participants want greater clarity about where e-bikes and e-scooters are permitted, including sidewalks, parks, and greenway trails. They raised concerns about whether existing rules are consistently enforced and encouraged school and city leaders to establish clear expectations, appropriate consequences, and defined roles for law enforcement and school personnel. Participants also cautioned against overly restrictive policies that could limit responsible, legal use.

3. Infrastructure and the built environment are part of the safety equation.

Participants encouraged the city to assess local problem areas, particularly near Tualatin High School and along Boones Ferry Road. Better-maintained and clearly marked bike lanes, improved signage, and attention to debris and other hazards were identified as opportunities to improve safety. Participants emphasized the importance of understanding where unsafe riding occurs and addressing environmental factors alongside individual behavior.

4. Parents need better information and support.

Participants highlighted confusion surrounding e-bike classifications, particularly the distinction between legal e-bikes and higher-powered, non-street-legal e-motos. They also raised concerns about misleading product marketing and parents' understanding of age restrictions and safety requirements. Better communication and accessible educational resources could help families make informed decisions and reinforce safe riding practices.

5. Safety efforts should balance risk reduction with the benefits of micromobility.

While participants acknowledged legitimate safety concerns, they also emphasized the benefits of e-bikes and e-scooters, including transportation access, independence for youth and older adults, reduced traffic congestion, cleaner air, and opportunities for recreation and social connection. Participants encouraged leaders to avoid blanket restrictions and consider how safe micromobility supports broader community transportation and environmental goals.

Recommended Priorities for Next Steps

Based on the feedback gathered, the following priorities offer a practical starting point for the coalition's continued work and recommendations to city and school leaders:

1. Continue expanding school-based education. Build on the Hazelbrook lessons and explore opportunities to bring e-safety education to Tualatin High School and other student populations.

2. Develop a parent and community education strategy. Create clear, accessible resources addressing e-bike classifications, applicable laws, age requirements, safe riding practices, and the distinction between e-bikes and e-motos.

3. Identify and assess local safety concerns. Work with students, parents, city staff, and law enforcement to identify challenging locations and prioritize opportunities for improved signage, infrastructure, and traffic safety.

4. Clarify expectations for enforcement. Engage school administrators and law enforcement in discussions about consistent enforcement, accountability, and appropriate responses to unsafe riding.

5. Strengthen community partnerships. Explore additional collaboration with Washington County Public Health, Parks and Recreation, local businesses, transportation partners, and e-bike retailers to expand education and outreach.

6. Continue public communication and engagement. Share educational resources, promote safe riding expectations, and maintain opportunities for community input as the coalition develops its recommendations.

The listening session reinforced that the community is looking for a thoughtful, balanced response to the growing use of e-bikes and e-scooters. Participants did not view education, enforcement, or infrastructure improvements as competing solutions, but rather as complementary components of a comprehensive safety strategy.

Importantly, the conversation highlighted an opportunity for Tualatin to take a proactive, community-informed approach that recognizes the realities of micromobility while prioritizing the safety of all road and trail users. The feedback gathered provides valuable direction for the coalition's continued work and will help inform upcoming conversations with City Council, the School Board, and other community partners.

Listening Session Participant Responses

Q1: Participant Background and Reasons for Attending

Participants represented diverse perspectives, including parents, adult riders, community members, and those involved in education, public safety, and policymaking. Despite their varied experiences, there was a shared interest in promoting community safety, responsible use, and equitable access to e-mobility through an education-first, community-informed approach that balances safety with the benefits of e-bikes and e-scooters.

Key themes included:

- Parent perspectives and youth safety: Parents shared firsthand experiences navigating their children's use of e-bikes and e-scooters, including concerns about risky behaviors such as wheelies, overconfidence, and recreational riding. One parent noted that an e-bike originally purchased for transportation to school is now used only recreationally following a school ban.

- Safe and shared community spaces: Participants emphasized the importance of creating a safe environment for pedestrians, cyclists, and motorists alike. Suggestions included strengthening shared-path etiquette, addressing issues such as unleashed dogs, and preventing overly restrictive policies that could limit access to public spaces.

- Education before enforcement: Several participants expressed support for prioritizing education and reaching young riders with relevant, age-appropriate safety messaging while recognizing that enforcement may also have a role.

- Balanced and inclusive policymaking: Participants highlighted the broader benefits of e-mobility, including increased independence and transportation access for older adults and others. They cautioned against overly broad restrictions that could negatively affect responsible, legal riders and emphasized the need for clearer, more accurate information from e-bike and e-scooter manufacturers and retailers.

- Learning from personal experiences and other communities: Participants attended to share experiences, including near-collisions and observations from other communities, learn about best practices, and help inform local policy decisions.

Q2: Participant Observations and Experiences with E-Bikes and E-Scooters

Participants recognized the transportation, recreational, and community benefits of e-mobility while highlighting gaps in rider education, safety practices, and infrastructure. There was strong support for accessible education for youth and adults, consistent community expectations, improved infrastructure, and greater parental awareness of the distinctions between legal e-bikes and higher-powered e-motos.

Key themes included:

- Need for accessible rider education: Participants observed limited understanding of traffic laws, road rules, and safe riding practices, particularly among younger riders. Schools were identified as an important venue for education, with Parks and Recreation programs, camps, and community-based training also suggested. Participants emphasized that young riders are ready to learn and that the community has an opportunity to establish positive riding norms.

- Unsafe riding behaviors: Concerns included riding on sidewalks, traveling at excessive speeds, riding without helmets, lights, or reflectors, distracted riding (including phone and earbud use), and unsafe interactions with pedestrians. E-scooters were frequently perceived as less safe due to differences in handling, braking, and rider control. Participants also noted that unsafe behavior by a small number of riders can negatively affect public perceptions of micromobility overall.

- Infrastructure and shared-use challenges: Participants highlighted the need for better-maintained and clearly marked bike lanes, improved signage where riding conditions or rules change, and greater attention to debris and other hazards. They also noted that pedestrians, cyclists, and other trail users may have different expectations about appropriate behavior on shared-use paths and sidewalks.

- Parental awareness and product classification: Participants raised concerns about parents' understanding of e-bike classifications, particularly the distinction between legal e-bikes and non-street-legal e-motos. Misleading marketing by manufacturers and retailers, underage use of shared rental scooters, and potential battery-related fire hazards were also identified as concerns.

- Benefits and opportunities of micromobility: Participants recognized the value of e-bikes and e-scooters for recreation, short-distance commuting, and connecting transit users to their final destinations. Benefits included affordability, reduced traffic congestion, environmental stewardship, and increased independence and social

connection for young people. Participants also acknowledged potential equity considerations related to access and affordability.

- Balancing safety with access: Some participants cautioned against blanket school bans, particularly for students who meet the legal age requirements. They encouraged policies that prioritize education and responsible use rather than unnecessarily restricting access to these transportation options.

Q3: What Participants Want School and City Leaders to Understand About E-Safety

Participants emphasized that e-safety is a shared community responsibility requiring a coordinated approach that combines clear policies, accessible education across age groups, appropriate enforcement, and infrastructure improvements. They encouraged leaders to look beyond individual rider behavior and parental supervision to address broader public health and environmental factors that contribute to safety.

Key themes included:

- Clear, consistent rules and policies: Participants emphasized the need for clear guidance on where e-bikes and e-scooters are permitted, including sidewalks, parks, and greenway trails. Educational materials should accurately reflect the rules so riders do not mistakenly believe they are restricted to bike lanes. Leaders were encouraged to establish consistent expectations across schools and the city.

- Education across multiple settings: Participants supported expanding education beyond middle schools to include high schools, parents, and the broader community. Suggested approaches included pop-up educational events at parks, online training or permitting, partnerships with Lime, bike parks for hands-on practice, and distributing safety items such as bells, lights, and helmets.

- Appropriate enforcement and accountability: Participants emphasized the importance of consistent enforcement, including a clear role for School Resource Officers (SROs). Concerns were raised about community reporting systems that could inadvertently encourage adults to confront or physically stop young riders. Participants preferred that safety concerns be directed to law enforcement rather than handled through direct community intervention. Some also suggested that parental citations and school-level messaging could reinforce accountability.

- A broader public health and environmental approach: Participants cautioned against placing responsibility solely on individual riders or parents. They encouraged examining where and why unsafe riding occurs, addressing environmental factors through better signage and infrastructure, and involving public health partners. A representative from Washington County Public Health was specifically suggested as a coalition partner.

- Regional coordination and broader transportation goals: Participants encouraged collaboration with regional partners, including the DMV, to incorporate micromobility education into driver training and manuals. They also emphasized the connection

between e-bike safety, transportation access, reduced congestion, cleaner air, climate goals, and opportunities for young people to walk and bike to school.

Q4: Participant Ideas and Suggestions

Participants recommended a locally informed approach to e-safety that combines targeted education, infrastructure improvements, consistent enforcement, and incentives for responsible riding. They emphasized identifying specific safety challenges, ensuring policies are enforceable, and providing meaningful opportunities for riders to build safe habits.

Key suggestions included:

- Assess local conditions and infrastructure: Conduct a city-level assessment of challenging riding areas, particularly near Tualatin High School and along Boones Ferry Road. Gather input from parents and students about where riding feels safe or unsafe, and use that feedback to guide signage, infrastructure improvements, and enforcement priorities.

- Improve signage and clarify riding rules: Install visible signage at locations where riders and motorists may be uncertain about expectations. Participants cautioned against adopting overly restrictive policies from neighboring communities, particularly blanket sidewalk prohibitions that may not account for unsafe bike-lane conditions.

- Expand hands-on education and training: Create accessible learning opportunities similar to driver's education, including an e-bike rodeo, practical safety courses, and wider promotion of existing online resources such as Commute Options' e-bike course. Expand education for parents and motorists as well as young riders.

- Strengthen enforcement and accountability: Participants questioned whether existing ordinances are meaningfully enforced and emphasized the need for consistent follow-through. Suggestions included targeted police presence near schools and other high-traffic areas, spot checks, consequences for violations, and opportunities to complete an approved safety course as an alternative or component of accountability.

- Explore incentives and policy options: Consider linking e-bike rebates to safety course completion and exploring whether age-related restrictions could be adjusted for riders who complete approved training.

- Increase public awareness: Continue communicating safety expectations and educational opportunities through Tualatin Life, the city website, prominent signage, and other community media channels.

RAW DATA

Q1: Who are you and why did you come tonight or what is your stake in this session?

Hillary shared that she has 2 children 12.5 (multiple e-bike) and 9yo (e-scooter). All purchased by her husband because he likes for them to be 'cool kids'. Her son thinks he is invincible. He makes videos and wheelies, etc. She would love for him to eventually use them for good but it is recreational right now. We bought him an ebike because we are right outside the school/bus limits. His school has banned e-bikes so now he only uses it recreationally.

Brandon uses his bike to get his kids to school (6 and 9yo). He used to live in Bethany but they kept putting in draconian rules (ie- no e-bikes in shopping center right next to). He does not want this to happen in tualatin. The etiquette on the shared use paths here are under-developed and could be strengthened (ie people walking dogs unleashed, etc.)

Came to put a positive spin on public comments. I anticipated many negative comments, but so far have been pleased with the presentation.

Here to listen to community stories, concerns, and best practice so I can carry the forward to the policy making process.

To listen, make sure we have a safe community, other communities are also involved with this issue, a few are ahead of use, want to reach the right kids - educate first but will also need enforcement

To listen and answer questions, prioritize safety for kids, to share experience working with students in middle school

Share personal anecdote of near collision, to ensure pedestrians, riders and motorist are safe

Share perspective as a non-youth rider (class 2) and the benefits of e-mobility: access to mobility for aging population, safety for one group = safety for all, share concerns about restrictions being too strict and negatively impacting those how benefit from and otherwise use them legally. Share concern about how sellers/manufacturers can often have unclear or misleading information.

Q2: What have been your observations about e-bikes and e-scooters?

Hillary- everything about e-bike/e-scooter feels negative. Our older neighbors have e-bikes. I think Tigard/Tualatin should have training for these. Where can people learn how to ride these?

Where do we think that education should come from?

Hillary- our school did bike training for my kids. I think schools should be the place. I was surprised to hear that this school did a week of training and education. That sounds amazing.

Brandon- in Copenhagen they have entire parks dedicated to children learning to ride. I think Parks and Rec would be a good place as well- camps, etc. Bad e-scooter use gives the rest of micromobility a bad name. There is so much leaf litter debris that is could be dangerous so sidewalk riding is safer.

Schools should not totally ban these once kids are of legal age to operate one.

Was nearly hit by an e-scooter and rider on a sidewalk (came from behind with no signal)

Micromobility is a way for youth to be in community with one another but also has some "have/have note" aspects to it

Scooters are observed more frequently and are seen as less safe: less control, corners harder, different kind of braking - this may be because they are seen by the purchasers as a more financially accessible option or because they might seem safer, despite the contrary

Demonstrated low understanding of the rules of the road especially by youngest riders who haven't been educated

Riding etiquette and knowledge of how to navigate different types of terrain with others (e.g., shared use paths, sidewalks, bike lanes, etc.)

Need more clearly marked, cleaned out/maintained bike lanes

Would help to have better signage at different types of terrain or as rules/terrain changes

Riding an e-bike is great, especially short distances for commuting

Offers recreational opportunities

"Last mile" concept from transit stop to home

Affordability benefit, reduces traffic congestion, supports climate stewrahip

Riding on sidewalks, no helmet, fast underage

Parents to know "e-motos" are not street legal

Ebike battery safety = fire hazard

Kids and adult don't know rule of the road

Lime Scooters with kids (under 18 years) using them despite the rules/policies stating otherwise

Riding without lights/reflectors

Riders are vulnerable to cars - motorists can't see them as well

Student riding, distracted riding (iphones, earbuds)

Citations are going to parents

Manufactures/retails misrepresenting e-motos a e-bikes

They replace cars

Kids are ready to learn - let's create norms

Trail users may have mixed experience and expectations

Not enough adoption in Tigard. Most caregivers still drive their kids to school

Dangerous e-bike an e-moto behavior plea in comparison do dangerous driving behavior (increased speed = increased stopping distance)

Q3: What do you want our community (school and city) leaders to know or understand about e-safety?

Brandon would like Tualatin . The flyers need to address that e-bikes can be on sidewalks (give warning, etc). I don't want kids to leave a training session thinking they can only ride in a bike-lane.

Hillary: Do the flyer have a phone number to call for community members? She is concerned that community members will use this number to call. She would prefer this to be law enforcement and not community members. She is worried that this could put children in dangerous situations where community adults are stopping kids and holding them while they call the number to file a complaint.

SROs should be enforcing this with students instead of just being their buddy. She doesn't want her child to learn that officers can bend the rules.

Wave the magic wand and have leaders draft a policy- what does that look like?

Pop up education at parks giving away bells and lights

Partnerships with Lime?

Little free library filled with bike lights

Create bike parks to engage people with education and practice

Some time of online training or permitting?

We have an opportunity for education - especially if done with a public health lens - examine the "built environment" and examine where the unsafe riding occurs most and then look upstream to educate at the community level and adjust the environment accordingly (e.g., city planning, signage, double white lines)

Don't assume individual education will do all the work

"Those parents" can't be the scapegoat

As police officer what they see and what they want/need to do the job of education and enforcement better

Add a representative from Washington County Public Health to the coalition

Consider a public health campaign approach with signage

Draw attention to the issues now

Clarify rules on city parks and greenway trails

Consider a training or permitting required for riding

Work with DMV to update driver manual to reference and teach about micromobility devices

Citing parents will get attention. Principals to emphasize at the school level

Take education program to the high school

Leverage benefits of other goals e.g., green house gas, pick up /drop off, safety, kids spending time outside

Consider trade offs with teens behind the wheel (multi 1000 lb vehicle vs. 100 lb e-bike)

Recognize the border transportation safety crisis

We must educate care trips to meet our climate goals

More people on bikes benefits everyone even those who choose to drive; less congestion, cleaner air, more available parkin

kids benefit from biking and walking to school

We need in-school e-bike education

Q4: What are your ideas or suggestions?

Brandon- Don't copy Lake Oswego ('Bikes are never allowed on sidewalks.) - Not true. They can use the sidewalk if the bike lane is unsafe.

Hillary- How enforceable is this ordinance? She had a motorcycle cop follow her kid home and give a warning but didn't help enforce it. It's not helping if it's not enforced. I feel like my hands are tied.

Better assessment at the city level especially near the High School (and on Boones Ferry Road in general) of where the challenges are - ask parents: where are you kids allowed and not allowed to ride - these answers will reveal where better signage, planning, enforcement, etc. are needed

Place signs at the trickiest places for riders and driver

Have some penalty or consequences for violations - especially taking and passing an e-bike safety course

Increased education for vehicle drives to be observant and share the road

Ebike learning opportunities like Drivers Ed

Posting police at HS and Tualatin Commons and other neighborhoods to spot check

Education for parents and if necessary a "sting operation" like Bend did

Continue publicity with Tualatin Life and other media (e.g. city website)

Signage in prominent locations

E-Bike/E-rodeo to give hands on education and training

Commute Options online e-bike course more widely shared and used

E-bike rebate with safety course completion

Age restriction = reduction with safety course

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Magdianamy Carrillo-Sotomayor, Library Director
Sarah Jesudason, Library Public Services Manager

DATE: 11/23/2026

SUBJECT:
Consideration of **Resolution No. 6013-26** Authorizing the City Manager to Sign the Memorandum of Understanding between the City of Tualatin and Washington County

RECOMMENDATION:
Staff recommend the City Council approve the resolution authorizing the City Manager to sign the memorandum of understanding between the City of Tualatin and Washington County.

EXECUTIVE SUMMARY:
The Memorandum of Understanding (MOU) is a working document between the County (WCCLS) and the Partner libraries; its' purpose is to document commitments and responsibilities related to the County (WCCLS) centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries. Centralization is intended to reduce duplication of effort while strengthening community responsive service across the Cooperative and preserving the ability of Partner Libraries to meet distinct local needs. Partner Libraries retain the ability to maintain locally distinctive collections, respond quickly to community-specific needs, and sustain historical strengths in language, format, and subject-area representation.

The MOU focuses on establishing shared goals, responsibilities, decision-making expectations, and commitments related to centralized collection services. Many operational details, including workflows, procedures, service standards, communication practices, collection management processes, and implementation approaches, will be developed through collaborative work involving WCCLS and Partner Libraries and may evolve over time as experience is gained.

The centralized collections model is intended to provide the flexibility necessary to respond to changing community needs, emerging formats, evolving technologies, budget realities, and new opportunities, while ensuring that collections will remain community-centered, responsive, diverse, and informed by professional expertise and local knowledge. The MOU recognizes and acknowledges that Partner Libraries will continue to evolve their physical spaces, services, programs, and community uses over time in response to local needs and priorities.

Major points of the Memorandum include:

- The member libraries' right and ability to maintain locally distinct collections, respond to

community needs, and maintain historic collection areas of focus and strength is stated in the MOU. This includes adding titles/materials that WCCLS is not purchasing.
- An expectation of flexibility is now stated, meaning: as collections usage patterns change, WCCLS may decide to focus on formats that are gaining community interest, address emergence of new language needs, etc.
- WCCLS will incorporate the collection development expertise that already exists in member libraries via Subject Matter Expert (SME) groups. Further collaborative work has also called for technical services expertise to be incorporated via an SME group.
- More collaborative work is called for in the MOU, especially on matters concerning budgets, policy, and systemwide impacts. Collaborative work on collection development policy is already taking place.
- More shared documentation of collection baselines and outcomes with member libraries.
- More collaborative communication and information sharing. WCCLS has committed to more frequent communication with library staff about the centralization project.

FINANCIAL IMPLICATIONS:
There are no direct financial implications of the authorizing the signing of the MOU.

ATTACHMENTS:

- Resolution No. 6013-26
- Memorandum of Understanding
- Presentation WCCLS

RESOLUTION NO. 6013-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH WASHINGTON COUNTY BY AND THROUGH WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

WHEREAS, the City of Tualatin joined the Washington County Cooperative Library Services (WCCLS), a department of Washington County, in 1977 and is currently a member of WCCLS; and

WHEREAS, the City Council approved updated Cooperative Governance and Operating Agreements with Washington County for Cooperative Library Services on June 22, 2026; and

WHEREAS, the MOU works to support the framework established by the Cooperative Governance and Operating Agreements; and

WHEREAS, the purpose of the MOU is to document commitments and responsibilities related to WCCLS centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries; and

WHEREAS, centralization will allow Partner Libraries to redirect collection dollars and staffing resources to other strategic priorities as Partner Libraries see fit; and

WHEREAS, the Library will retain the ability to maintain locally distinctive collections, respond to community-specific needs, and preserve its historical strengths in diverse languages, formats, and subject areas.

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

Section 1. The City Manager is authorized to execute the Memorandum of Understanding between the City and WCCLS. The City Manager is authorized to make administrative modifications to the agreement to fully implement its intent.

Section 2. This Agreement shall commence on the date last signed by a party and continue through June 30, 2031.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 23rd day of November, 2026.

CITY OF TUALATIN, OREGON

BY_____
Mayor

APPROVED AS TO FORM

BY_____

ATTEST:

BY_____

City, Attorney

City Recorder

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE **CITY/NONPROFIT**
AND
WASHINGTON COUNTY

This Memorandum of Understanding ("MOU") dated as of **upon signature** and entered into between the **CITY/NONPROFIT** ("the Library") and Washington County, acting by and through Washington County Cooperative Library Services ("WCCLS") For purposes of this MOU, the "WCCLS Cooperative" means the cooperative library system administered by WCCLS and composed of its participating member libraries. "Member Libraries" means all libraries participating in the WCCLS Cooperative, including but not limited to the Library executing this MOU. "Executive Board" means the WCCLS Executive Board established under the Cooperative Governance Agreement to provide strategic leadership, oversight, accountability, and recommendations regarding Cooperative-wide funding, governance, and service delivery. "Library Leadership Group" means the WCCLS Library Leadership Group established under the Cooperative Governance Agreement to provide operational leadership, technical and professional expertise, and recommendations regarding Cooperative-wide library services and policies. WCCLS and the Library are collectively referred to as the "Parties."

PURPOSE

The purpose of this MOU is to document commitments and responsibilities related to WCCLS centrally providing the selection, acquisition, cataloging, and ongoing management of physical library collections for partner libraries, beginning no earlier than July 2027. Centralization is intended to reduce duplication of effort while strengthening community responsive service across the Cooperative and preserving the ability of Partner Libraries to meet distinct local needs. Centralization will allow Partner Libraries to redirect collection dollars and staffing resources to other strategic priorities as Partner Libraries see fit. The Library will retain the ability to maintain locally distinctive collections, respond quickly to community-specific needs, and sustain historical strengths in language, format, or subject-area representation.

The Parties commit to careful stewardship of public resources and to sustaining high-quality library service through cooperation, transparency, and iterative improvement. The Parties acknowledge that this MOU focuses on establishing shared goals, responsibilities, decision-making expectations, and commitments related to centralized collection services. Many operational details, including workflows, procedures, service standards, communication practices, collection management processes, and implementation

approaches, will be developed through collaborative work involving WCCLS and Partner Libraries and may evolve over time as experience is gained. The Parties intend that future policies, procedures, and operational guidance will support and implement the principles outlined in this MOU.

The Parties acknowledge that long-term success depends on balancing adaptability with stability. The centralized collections model is intended to provide the flexibility necessary to respond to changing community needs, emerging formats, evolving technologies, budget realities, and new opportunities, while ensuring that collections will remain community-centered, responsive, diverse, and informed by professional expertise and local knowledge. The Parties further recognize that Partner Libraries will continue to evolve their physical spaces, services, programs, and community uses over time in response to local needs and priorities. These local changes may influence collection demand, access patterns, space allocation, and service delivery across the Cooperative. The Parties intend that this flexibility be implemented to build and maintain confidence among Partner Libraries, Library staff, and community members through transparent decision-making, open communication, and shared stewardship of collection resources.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Term. This Agreement shall commence on the date last signed by a party and continue through June 30, 2031.

2. Responsibilities of WCCLS in the Transition to Implementation. WCCLS, by and through its employees and representatives, shall be responsible for the following:

A. Incorporation of Library Staff Expertise.

i. WCCLS will establish ongoing mechanisms for incorporating frontline and subject matter expertise from Partner Libraries into collection evaluation, selection, deselection, and continuous improvement activities. Library staff observations, patron interactions, and local operational knowledge will be recognized as valuable inputs alongside systemwide data.

B. Transition Planning, Risk Management, and Communication.

i. Collaborative transition planning, identification of operational risks, phased onboarding of Partner Libraries as needed, and regular communication during implementation.

ii. Formats and languages in the scope of central collections will be determined with input from Partner Libraries and phased in with their input.

C. Project Steering Committee Establishment and Support.

i. Establish a Project Steering Committee to provide advisory guidance to the Project Sponsor, Project Leader, and Project Manager during the transition, as set forth in **Appendix A**.

D. Partner Library Director Engagement.

i. Engaging Partner Library directors at no less than the "Involve" level on the IAP2 Spectrum throughout the design, implementation, and ongoing evolution of centralized collection services. WCCLS will use the "Collaborate" level of engagement for matters with significant systemwide impact, budgetary import, and policy development.

E. Decision Transparency.

i. As decisions are identified, clearly communicate which decisions related to centralized collections are advisory, shared, or solely within WCCLS authority. When Library input does not align with final decisions, WCCLS will communicate how that input was considered.

F. Documentation of Library Level Collection Baselines.

i. Document library-level collection baselines in concert with Partner Libraries for planning and evaluation purposes and share documentation. Such baselines may include measures such as overall collection size, format mix, circulation levels, level of cataloging standards, language representation. These baselines are intended to support transparency and ongoing assessment and do not constitute guaranteed future funding levels or minimum spending commitments.

3. Responsibilities of the Library in the Transition to Implementation. The Library, by and through its employees and representatives, shall be responsible for the following:

A. Designation of Liaisons and Participation Capacity.

i. Designate appropriate staff liaisons to participate in planning, feedback, and implementation activities, and ensure reasonable staff capacity to engage in transition work as mutually agreed during implementation planning.

B. Information Sharing and Local Context.

i. Provide timely access to relevant local information, policies, procedures, and operational constraints that may affect centralized collection implementation, including space considerations, service patterns, and known community needs.

C. Change Management and Local Communication.

i. Support clear and consistent communication with Library staff regarding the goals, scope, and timeline of centralized collection implementation, including reinforcing shared messaging developed in collaboration with WCCLS.

D. Operational Readiness and Local Adjustments.

i. Collaborate with WCCLS to identify and prepare for operational impacts at the local level, including workflows, staff roles, and public service implications, and to implement agreed-upon changes, made through a collaborative process, necessary for successful transition.

E. Feedback and Issue Identification.

i. Proactively identify and communicate concerns, risks, or unintended impacts observed during implementation, and participate in problem-solving conversations with WCCLS to support iterative improvement.

F. Support for Shared Stewardship.

i. Acknowledge and support the principle of shared stewardship of systemwide collections, recognizing that participation includes providing informed input and local context, and that the Library will support and implement finalized centralized collection decisions, while retaining the Library's ability to request revision or remediation when centralized decisions have a negative impact on local community needs.

4. Responsibilities of WCCLS in Ongoing Service Delivery. WCCLS, by and through its employees and representatives, shall be responsible for the following:

A. Scope.

i. Manage physical and digital library collections funded through WCCLS, including selection, acquisition, cataloging, evaluation, processing and deselection. A project scope defining in-scope and out-of-scope formats will be developed and shared by August 31, 2026, based on the project timeline, capacity, and input from the Library Leadership Group, who will convey the

perspective of their subject matter experts. To realize efficiencies and effectiveness gained through coordinated, systemwide work, the scope will be designed to be sufficiently broad to support work at scale. Factors to be considered include, but are not limited to, scalability, capacity, and vendor resilience and limitations.

B. Collection Management Policy.

i. Develop and maintain collections that reflect the languages, cultures, identities, and interests of communities across Washington County, guided by a collection development policy developed in collaboration with the Library Leadership Group input, reviewed by the WCCLS Executive Board, and adopted by Washington County.

ii. WCCLS currently manages collections in accordance with intellectual freedom principles supported by Washington County policy and legal review, as captured in the current collection development policy, and will continue to do so in the future collection development policy to support central collections. Collection decisions will be transparent and guided by an established collection development policy and professional collection maintenance standards, including a collaborative process for staff and patron feedback.

iii. WCCLS upholds the American Library Association's Library Bill of Rights (version last amended January 2019) and the Freedom to Read Statement (version last amended in June 2004). This commitment includes providing access to materials that represent a wide range of viewpoints, including those that others might find controversial or unacceptable and those that support individual choice, exploration, and access to ideas and information.

iv. Maintain a systemwide request for reconsideration process for physical and digital library collections funded through WCCLS. This process provides for concerned community members engaging with Library staff as the typical first point of contact if sharing the concern in person, or with WCCLS staff if the community member is sharing the concern online, all the way up to a formal reconsideration request to WCCLS. WCCLS will hold annual intellectual freedom trainings open to Library staff that include a review of the WCCLS collection development policy and the request for reconsideration process for materials owned by WCCLS.

C. Ongoing Partnership and Communication.

i. Maintain regular, constructive communication with Partner Libraries regarding collection performance, including access to circulation data reports and patron registration data reports.

ii. Participate in established forums, check-ins, and feedback processes related to centralized collection management, on the frequencies noted in this document.

D. Community Focused Collection Development.

i. WCCLS will manage collections with a spirit of continuous improvement, using collection development best practices, system level and local data analysis, and transparent and regular consultation with Library staff to ensure collections are responsive to community needs.

ii. Library staff serve as the primary interface with the community, and they are familiar with the library space usage patterns. WCCLS will actively engage Library staff to incorporate their on-the-ground knowledge of patron behavior, emerging needs, and community context.

iii. WCCLS will maintain accessible, streamlined mechanisms for community purchase suggestions and will prioritize those requests consistent with collection policy and demonstrated need. If an item is not centrally purchased, there will be a process for Partner Libraries to determine whether to purchase it outside of centralization.

iv. WCCLS and Partner Libraries will periodically review emerging collection formats, technologies, publishing models, and community access needs to ensure collections remain relevant and responsive. Consideration shall include accessibility, evolving patron preferences, and emerging information environments. These emerging needs are driven by the marketplace and will be reviewed on a mutually agreeable timeline.

E. Service Responsiveness and Access.

i. WCCLS will monitor indicators of responsiveness, including access to high demand materials, fulfillment of purchase suggestions, and language representation, and will provide indicator information to Partner Libraries on a regular basis, no less than annually.

ii. WCCLS will use systemwide data to inform, evaluate and improve collection performance over time. Such data will include quantitative indicators as well as qualitative feedback, including input from Library staff

based on their direct experience with patrons and knowledge of community needs. This reporting will be regularly shared across Partner Libraries, no less than annually.

iii. WCCLS will maintain and provide Partner Libraries with access to collection evaluation and reporting information necessary to support local decision-making, service planning, and participation in centralized collection management. This includes access to available reporting tools, dashboards, and collection performance data. WCCLS will consult with Partner Libraries before making significant changes to reporting access or available collection analytics.

iv. Collection evaluation will balance quantitative and qualitative measures, such as circulation and hold data, patron and staff feedback, community demographics, emerging trends, professional expertise, and local knowledge, to support responsive and community-centered service.

v. WCCLS will work collaboratively with Partner Libraries to establish service expectations and performance indicators related to collection responsiveness, including access to high-demand materials and fulfillment of purchase suggestions.

vi. WCCLS will continue to provide Library access to cataloging and acquisition functionality in the ILS for local management purposes.

F. Honoring Local Distinctiveness and Local Investment.

i. Centralization is not intended to create uniform collections across all Partner Libraries. Collection strategies will support local relevance, community identity, language needs, cultural representation, and unique areas of community interest.

G. Intent to Maintain Library-Level Collection Capacity

i. WCCLS' intent in centralizing physical collection services is to maintain or strengthen the effective collection capacity available to each Partner Library over time, taking into account local community demand, usage patterns, and historical collection investment.

ii. While specific spending levels cannot be fixed over the term of this agreement due to budget constraints and evolving usage patterns, centralized collection management is not intended to have a sustained negative impact to collection breadth, depth, format availability, or language

representation at any individual Partner Library in the Cooperative, relative to overall systemwide trends. If budget reductions in overall collection spending of 10% or more from the previous fiscal year are anticipated due to reduced revenue or reduced demand, WCCLS will collaborate and discuss with Partner Libraries about the approach before making final decisions.

iii. WCCLS intends to maintain or strengthen effective collection capacity going forward. Collection investments under the centralized model will focus on sustaining current service levels and responding to evolving community needs rather than addressing historical differences in local collection development practices or funding levels.

H. Collection Funding Allocation.

i. In allocating centralized collection resources, WCCLS will consider historical collection investment and the intent to maintain or strengthen capacity for library materials in scope. Additional factors include demonstrated demand, circulation trends, community size, facility size, community access, and evolving systemwide priorities. WCCLS will work with the Library Leadership Group to annually review and discuss resource allocation approaches and outcomes, to support collaboratively informed decision-making.

ii. In advance of and during implementation, WCCLS anticipates that resource allocation approaches and project scope may be refined based on experience, data, and partner input, and intends to retain appropriate flexibility to support effective implementation and long-term sustainability.

iii. WCCLS will provide annual reporting regarding collection resource distribution decisions, including the factors considered, relevant data sources, and resulting distributions. Partner Libraries will have opportunities to review and discuss distribution outcomes and identify emerging concerns as part of the decision-making process.

I. Ownership and Materials Management.

i. All physical library materials purchased by WCCLS under the centralized model remain the property of WCCLS.

ii. Existing locally purchased materials remain the property of the Library, unless the Library wishes to make changes.

iii. Future ownership or management changes will be addressed collaboratively.

iv. WCCLS and the Library recognize that materials management decisions benefit from both systemwide coordination and local expertise. Procedures governing deselection, retention, replacement, condition review, and collection maintenance will be developed collaboratively and will take into consideration local community needs, operational realities, collection diversity, and intellectual freedom principles.

v. The Library may take reasonable actions necessary to address immediate condition, safety, space, or service concerns. Processes for communication, review, and disposition of WCCLS-owned materials will be established through mutually developed procedures.

J. Local Purchasing.

i. The Library may supplement centralized collections with local funds. Local purchasing decisions should be developed in coordination with WCCLS to ensure alignment with centralized selection practices and integration with systemwide acquisition workflows.

ii. Partner Libraries may develop and maintain locally funded collections, provided they are compatible with existing system infrastructure and policies. When a proposed collection or format requires the creation of new ILS collection codes, format codes, check out limits, or other system-level configuration changes, WCCLS will evaluate feasibility, resource requirements, and potential Cooperative-wide impacts before potential implementation. During the project implementation phase, WCCLS may have limited capacity to support new system-level coding or configuration changes.

K. Deselected Materials.

i. WCCLS will work with the Library to support optional surplus of deselected materials for local needs, including, but not limited to, Friends group fundraising or to support local book giveaway practices.

L. Library-Level Collection Review Meetings.

i. Following the implementation phase of centralized physical collections, WCCLS will conduct structured, periodic meetings no less frequently than every 12 months to review library-level collection outcomes. Reviews will

consider patron experience, collection discoverability and browsability, staff observations, purchase request fulfillment, service responsiveness, and other qualitative indicators of collection effectiveness. For the first year, reviews will be quarterly.

ii. The results of these reviews will be shared with Partner Libraries and used to inform service adjustments, policy refinements, or operational changes as appropriate, consistent with available resources and governance authority.

M. Collaborative Problem-Solving.

i. WCCLS recognizes that implementation and ongoing operation of centralized collection services may result in differing perspectives regarding collection decisions, service impacts, or operational practices. Partner Libraries are encouraged to raise concerns as they arise. WCCLS will make reasonable efforts to engage in timely discussion, consider the information provided, explain relevant decision-making factors, and explore potential solutions. Nothing in this section supersedes existing governance, authority, or dispute resolution provisions contained in the Cooperative Operating Agreement.

5. Responsibilities of the Library Once WCCLS Is Providing Ongoing Service Delivery. Once centralized physical collections are operational, the Library, by and through its employees and representatives, shall be responsible for the following:

A. Ongoing Partnership and Communication.

i. Maintain regular, constructive communication with WCCLS regarding collection performance, service impacts, and community needs.

ii. Participate in established collection feedback and assessment processes by providing timely input regarding patron experience, collection effectiveness, service impacts, and community needs, and will assist in evaluating the effectiveness of corrective actions and service adjustments.

B. Local Service Delivery and Community Engagement.

i. Serve as the primary point of contact with the community regarding library materials and services, including assisting patrons with access, discovery, and use of collections.

ii. Serve as the first point of contact with the community when informal materials challenges are initiated at the Library for physical and digital

materials purchased by WCCLS. Formal requests for reconsideration follow the process in the WCCLS Collection Development Policy and Request for Reconsideration Procedure.

iii. Gather and share qualitative feedback from patrons and staff related to collection strengths, gaps, emerging needs, browsing behaviors, in-library use patterns, and community priorities. Partner Libraries will communicate significant trends and concerns to WCCLS and participate in Cooperative discussions regarding potential responses.

iv. Partner Libraries will help identify emerging community needs, demographic shifts, service barriers, and developing areas of patron interest, and will communicate these changes to WCCLS and Partner Libraries to support proactive collection planning.

C. Staff Support and Role Alignment.

i. Support Library staff as roles and workflows evolve under centralized collection management, including helping staff understand how centralized services interface with local operations.

ii. Encourage staff with collection, technical services, programming, language, cultural, outreach, and subject expertise to contribute professional insight through established Cooperative feedback and advisory mechanisms.

D. Operational Coordination.

i. Coordinate with WCCLS on local operational matters that affect collection delivery and access, including space constraints, shelving practices, and logistical considerations.

ii. Implement mutually agreed operational adjustments necessary to support effective systemwide collection delivery.

E. Local Purchasing and Supplementation.

i. When supplementing centralized collections with local funds or donations, coordinate with WCCLS to ensure alignment with collection policies, selection practices, and acquisition workflows.

ii. Communicate planned local purchases or pilots that may have systemwide implications, consistent with Section 4J of this Agreement.

F. Stewardship of Materials and Facilities.

i. Provide appropriate care, handling, and public access for WCCLS-owned materials housed at Library facilities, consistent with shared standards and practices.

ii. Notify WCCLS of material condition concerns, loss patterns, or facility changes that may affect collection sustainability or access.

G. Participation in Review and Continuous Improvement.

i. Participate in Library-level collection review check-ins conducted by WCCLS, providing local context, operational insight, and feedback on outcomes.

ii. Engage in good-faith dialogue regarding potential service adjustments or refinements identified through review processes.

H. Shared Stewardship and Systemwide Perspective.

i. Recognize that centralized collection services are designed to serve the system as a whole, and that balancing local and systemwide considerations is an ongoing, collaborative process.

ii. Support the Cooperative's shared goals of providing access for all community members to collections that represent a wide range of ideas, experiences, and perspectives; upholding intellectual freedom; and ensuring responsible stewardship of public resources.

iii. Support Cooperative efforts to maintain collection breadth, depth, language representation, and local relevance by communicating evolving community interests and identifying opportunities to improve representation and responsiveness.

6. Assessment, Evaluation, and Accountability Framework. The Parties recognize that the long-term success of centralized collection services depends on continuous assessment, transparent evaluation, shared accountability, and ongoing improvement. This section is intended to consolidate and reinforce the evaluation, reporting, review, and accountability commitments contained throughout this MOU and to provide a shared framework for measuring outcomes and informing future decisions.

This framework is grounded in the Parties' commitment to "careful stewardship of public resources and to sustaining high-quality library service through cooperation, transparency, and iterative improvement" and their shared intent to maintain confidence among Partner

Libraries, library staff, and community members through "transparent decision-making, open communication, and shared stewardship of collection resources."

A. Baseline Assessment

i. To establish a foundation for future evaluation, WCCLS will maintain baseline information regarding library collections and services, as provided in Section 2.F.i: *"WCCLS will document library-level collection baselines in concert with Partner Libraries for planning and evaluation purposes and share documentation. Such baselines may include measures such as overall collection size, format mix, circulation levels, level of cataloging standards, language representation. These baselines are intended to support transparency and ongoing assessment..."*

ii. The Parties agree that these baseline measures will provide a starting point for assessing trends, outcomes, and service impacts over time.

B. Performance Measurement and Evaluation

i. WCCLS will monitor, evaluate, and report on the effectiveness of centralized collection services using measures developed in partnership with Member Libraries, as provided in Section 4.E.i: *"WCCLS will monitor indicators of responsiveness, including access to high demand materials, fulfillment of purchase suggestions, and language representation..."*

ii. As provided in Section 4.E.v: *"WCCLS will work collaboratively with Partner Libraries to establish service expectations and performance indicators related to collection responsiveness..."*

iii. The Parties acknowledge that collection evaluation will incorporate both quantitative and qualitative measures. Section 4.E.iv provides: *"Collection evaluation will balance quantitative and qualitative measures, such as circulation and hold data, patron and staff feedback, community demographics, emerging trends, professional expertise, and local knowledge, to support responsive and community-centered service."*

C. Reporting and Transparency

i. WCCLS will maintain a transparent reporting process sufficient to support informed decision-making by Partner Libraries, the Library Leadership Group, and the Executive Board, as provided in Section 4.E.ii: *"WCCLS will use systemwide data to inform, evaluate and improve collection performance over time. Such data will include quantitative indicators as well as qualitative*

feedback… This reporting will be regularly shared across Partner Libraries, no less than annually."

ii. As provided in Section 4.E.iii, *"WCCLS will maintain and provide Partner Libraries with access to collection evaluation and reporting information necessary to support local decision-making, service planning, and participation in centralized collection management."*

iii. As provided in Section 4.H.iii: *"WCCLS will provide annual reporting regarding collection resource distribution decisions, including the factors considered, relevant data sources, and resulting distributions."*

D. Review and Continuous Improvement

i. Assessment activities are intended not only to measure performance but also to inform continuous improvement and responsive service delivery. Section 4.D.i commits WCCLS to: *"manage collections with a spirit of continuous improvement, using collection development best practices, system level and local data analysis, and transparent and regular consultation with Library staff…"*

ii. Section 4.L.i establishes a structured review process: *"WCCLS will conduct structured, periodic meetings no less frequently than every 12 months to review library-level collection outcomes."* These reviews will consider: *"patron experience, collection discoverability and browsability, staff observations, purchase request fulfillment, service responsiveness, and other qualitative indicators of collection effectiveness."* Section 4.L.ii further provides: *"The results of these reviews will be shared with Partner Libraries and used to inform service adjustments, policy refinements, or operational changes as appropriate…"*

E. Shared Accountability and Participation

i. The Parties acknowledge that accountability for successful centralized collection services is shared among WCCLS, Partner Libraries, the Library Leadership Group, and the Executive Board.

ii. Partner Libraries commit in Section 5.A.ii to: *"Participate in established collection feedback and assessment processes by providing timely input regarding patron experience, collection effectiveness, service impacts, and community needs, and will assist in evaluating the effectiveness of corrective actions and service adjustments."* Partner Libraries further commit in Section

5.G.i to: *"Participate in Library-level collection review check-ins conducted by WCCLS, providing local context, operational insight, and feedback on outcomes."*

iii. The Executive Board is identified in this MOU as the body established under the Cooperative Governance Agreement to provide: *"strategic leadership, oversight, accountability, and recommendations regarding Cooperative-wide funding, governance, and service delivery."* Consistent with that role, the Executive Board shall review assessment information and evaluation outcomes and participate in discussions regarding systemwide priorities, performance, accountability, and continuous improvement.

F. Annual Service Review

i. To support transparent governance, shared accountability, and continuous improvement, WCCLS will conduct an Annual Service Review regarding the implementation and effectiveness of centralized collection services. The review will take place after one year of operation in the new model, not including the implementation phase of July 2027 – June 2028. The review will synthesize information generated through the assessment, evaluation, reporting, and review activities described throughout this MOU, including, but not limited to:

- Baseline and trend information documented pursuant to Section 2.F;
- Collection performance indicators established pursuant to Section 4.E;
- Collection evaluation data, analyses, and reporting described in Sections 4.C and 4.E;
- Collection funding allocation reviews and reporting described in Section 4.H;
- Findings and observations arising from Library-Level Collection Review Meetings conducted pursuant to Section 4.L; and
- Feedback and assessment information provided by Partner Libraries pursuant to Sections 5.A and 5.G.

ii. The Annual Service Review will be shared with the Library Leadership Group and the Executive Board and will provide an opportunity for the cooperative to discuss service outcomes, identify emerging needs, review challenges and successes, and recommend opportunities for improvement. The review will also provide an opportunity to consider changing community

needs, evolving patterns of library use, emerging service expectations, and other trends that may influence collection strategies and service delivery over time. The Parties recognize that centralized collection services must be continuously evaluated within this broader context to ensure they remain responsive, equitable, and aligned with community needs across the Cooperative. Any service adjustments or enhancements identified through the Annual Service Review will be evaluated considering available resources, competing systemwide priorities, and WCCLS' responsibility to balance the needs of individual libraries with its obligation to provide and sustain the full range of Cooperative-wide services.

7. General Provisions.

A. This MOU is not a contract. It is a statement of intent and willingness to cooperate to achieve mutual goals of the Parties.

B. Modification: No modification or amendment to this MOU shall be effective unless made in writing and signed by all Parties.

C. Each Party represents that it has the authority to enter into this MOU on its behalf and the individual signatory for each Party represents that it has been authorized by that Party to execute and deliver this MOU.

Project steering committee charter

Appendix A

Project Steering Committee Charter

1. Purpose

The Project Steering Committee (PSC) is an advisory group established to support the successful implementation of the centralized collection project.

The PSC provides input, guidance, and system-level perspective to the Project Sponsor, Project Leader, and Project Manager throughout project planning and implementation. The PSC plays an important advisory role and is subject to the existing governance, management, and approval processes.

2. Scope

The PSC's advisory scope includes:

- How implementation is phased and rolled out
- Readiness for the transition and potential impacts on day-to-day operations
- Identifying risks, and how they may be mitigated
- Communication with stakeholders and change management considerations
- Alignment with MOU commitments during implementation

Out of scope:

- Approving budget or funding
- Making contract or procurement decisions
- Directly managing staff or resources
- Making final project decisions

3. Authority

The PSC serves in an advisory role and provides input to help inform project planning and implementation. Recommendations are advisory in nature and provided to guide decision making. Final decisions rest with the Project Sponsor, WCCLS management, and subject to established governance and Washington County Board approval. When PSC input is not reflected in decisions, the reasoning will be shared as part of the project's commitment to transparency.

4. Membership

Four (4) Partner Library directors, appointed by Library Leadership Group (Policy Group):

- Adrienne Doman Calkins, Sherwood Library Director – Medium collection size representative
- Kim Carroll, Library Director, Beaverton City Library Director – Large collection size representative
- Molly Carlisle, Garden Home and West Slope Libraries Executive Director – Small collection size representative
- Tammy Wallin, Hillsboro Public Library Director – Complexity collection codes representative

Project Sponsor: Lisa Tattersall, WCCLS Manager

Project Leader: Elizabeth Lopez, WCCLS Collections and Technical Services Manager

Project Manager: Wyatt Fertig, External Project Manager

Members are expected to bring a systemwide perspective, balancing local needs with the shared goals of the Cooperative.

5. Roles and Responsibilities

Project Sponsor

- Accountable for overall project success and alignment with strategic objectives
- Serves as primary point of escalation for significant risks or issues

Project Leader

- Accountable for day-to-day operational leadership of the project team executing the centralized collection project
- Oversees and coordinates the work of project staff and functional contributors to ensure activities align with approved plans, timelines, and priorities
- Partners with the Project Manager to ensure project activities are progressing as intended and that impacts day-to-day operations are understood and managed

Project Manager

- Leads day-to-day project planning and coordination
- Facilitates PSC meetings and prepares agendas
- Share project updates and provides context for discussion and decisions
- Documents PSC recommendations and tracks follow-up actions

Library Directors

- Provide professional, experience-based perspective and input

- Identify risks, dependencies, and potential impacts to the system
- Advise on readiness and transition considerations
- Serve in an advisory capacity to support informed decision-making bringing a system-wide lens

6. Operating Model

- Meeting Cadence: Monthly
- Format: Virtual
- Inputs: Project status reports, risk and issue logs, implementation plans
- Decision Style: Advisory discussion; no formal voting

Meeting summaries will be documented as part of the project record and shared with Library Leadership Group and posted on the Extranet.

7. Escalation and Integration

- Significant risks or issues identified by the PSC may be elevated to the Project Sponsor for awareness and consideration
- The PSC complements but does not replace previously established processes or governance

8. Duration

The PSC is a temporary, phase-limited body, established at the start of implementation. Its work will continue until centralized physical collection services are operating in a steady state as determined by the Project Sponsor, unless extended by WCCLS.

9. Guiding Principles

The PSC will operate with a shared commitment to:

- Transparency and clear communication
- Respect for all members' experiences and expertise, while recognizing established governance roles
- Stewardship for the system overall and the community it serves
- Constructive, solution-oriented collaboration

Timeline

Appendix B

Project Timeline

- June 2026 – ongoing: Regular Partner Library visits by WCCLS staff to meet with Library staff experts, understand local practices, layouts, specialties, and concerns
- July 2026: kicking off project steering committee composed of 4 Partner Library, chosen by Library Leadership Group
- By end of October 2026: finalize MOU with Partner Libraries
- July 2026 – September 2026: work with full Library Leadership Group to develop a collection management policy and request for reconsideration policy
- By August 31, 2026: a project scope defining in-scope and out-of-scope formats developed and shared
- August 2026 – November 2026: RFPs to establish vendor contracts for book orders
- October 2026 – April 2027: process development for ordering, processing, distribution with more structured staff engagement
- May 2027: begin piloting and refining processes with willing pilot Partner Libraries
- July 2027: first Partner Libraries onboarded
- By June 2028: final Partner Libraries onboarded

CITY OF TUALATIN

Staff Report

TO:	Honorable Mayor and Members of the City Council
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Megan Cohen, Homelessness Liaison Kevin McConnell, City Attorney Greg Pickering, Police Chief
DATE:	November 23, 2026

SUBJECT:
Consideration of Ordinance No. 1464-26 Regulating Camping on Public Property; Amending TMC 6-12-010 and TMC 6-12-030.

RECOMMENDATION:
Staff recommends that Council adopt Ordinance 1464-26 amending the City's prohibited camping ordinance- TMC 6-12-030- Camping Prohibited on Public Property.

EXECUTIVE SUMMARY:
On June 26, 2023, the City Council adopted Ordinance No. 1475-23, An Ordinance Prohibiting And Regulating Camping In The City of Tualatin, which was codified at TMC 6-12-010 (Definitions) and 06-12-030. While Ordinance No. 1475-23 generally equips the City with useful tools to regulate many forms of camping on public property, its reach did not extend to vehicle camping.

In the wake of Ordinance 1475-23's adoption, vehicle camping (including recreational vehicle camping) by individuals experiencing homelessness has become more prevalent within the City, generating community complaints and creating conditions that adversely affect the public health, safety and welfare. Unregulated vehicle camping by individuals experiencing homelessness diminishes City livability, threatens community assets, and poses significant environmental and safety hazards to both the general public and the individuals experiencing homelessness themselves.

This ordinance works to address these issues by amending Tualatin Municipal Code TMC 6-12-010 and 6-12-030 to: i) permit vehicle camping (including recreational vehicle camping) by individuals experiencing homelessness subject to applicable time, place, and manner regulations while preserving safe public spaces for all community members; ii) include additional place and manner restrictions intended to protect the health and safety of all community members while safeguarding the City's environment, public assets; and iii) eliminates outdated references to overturned judicial precedent. Ordinance 1464-26 is consistent with Policy 462-Homeless Persons set out in the Tualatin PD Policy Manual and conforms to the requirements of Oregon House Bill 3115 (2021).

OUTCOMES OF DECISION:
Adoption of Ordinance 1464-26 will enable the City to impose reasonable time, place, and manner restrictions on vehicle camping (including recreational vehicles) on public property.

ALTERNATIVES TO RECOMMENDATION:
The City's current time, place and manner restrictions set out in TMC 6-12-030- Camping Prohibited on Public Property will not extend to vehicle camping.

ATTACHMENTS:

- Ordinance 1464-26 (Exhibits A/B)

ORDINANCE NO. 1464-26

AN ORDINANCE REGULATING CAMPING ON PUBLIC PROPERTY; AMENDING TMC 6-12-010 and TMC 6-12-030

WHEREAS, on June 26, 2023, the City Council adopted Ordinance No. 1475-23, An Ordinance Prohibiting And Regulating Camping In The City of Tualatin, which was codified at TMC 6-12-010 and 06-12-030; and

WHEREAS, the intent of Ordinance 1475-23 was to maintain and enhance livability within the City and protect the health and safety of all community members, while safeguarding the City's environment, public assets, and infrastructure ; and

WHEREAS, the City Council did not intend for Ordinance No, 1475-23 to address vehicle camping; and

WHEREAS, unregulated vehicle camping by individuals experiencing homelessness diminishes City livability, compromises public health, safety, and welfare, threatens community assets, and poses significant environmental and safety hazards to both the general public and the individuals experiencing homelessness themselves; and

WHEREAS, this ordinance amends Tualatin Municipal Code TMC 6-12-010 and 6-12-030 to: i) permit vehicle camping (including recreational vehicle camping) by individuals experiencing homelessness subject to applicable time, place, and manner regulations while preserving safe public spaces for all community members; ii) include additional place and manner restrictions intended to protect the health and safety of all community members while safeguarding the City's environment, public assets; and iii) eliminates outdated references to overturned judicial precedent; and

WHEREAS, this ordinance is consistent with Policy 462-Homeless Persons set out in the Tualatin PD Policy Manual and conforms to the requirements of Oregon House Bill 3115 (2021).

NOW THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. Tualatin Municipal Code Chapter 6-12- 010, Definitions, is hereby amended as provided in Exhibit A.

Section 2. Tualatin Municipal Code Chapter 6-12-030, Camping Prohibited on Public Property, is hereby amended as provided in the attached Exhibit B.

Section 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity does not affect the other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion

therefore and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 4. This ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this ordinance takes effect immediately upon its passage.

ADOPTED by the City Council this 23rd day of November, 2026.

CITY OF TUALATIN OREGON

BY_____
Mayor

APPROVED AS TO LEGAL FORM

BY_____
City Attorney

ATTEST

BY_____
City Recorder

Exhibit A

TMC 6-12-010 Definitions.

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Camp or Camping means to pitch, erect, create, use or occupy camp materials for the purpose of establishing or maintaining a permanent or temporary place to live.

Camp materials include, but are not limited to, tents, huts, awnings, lean-tos, **motor vehicles, recreational vehicles,** chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses, sleeping or bedding materials, food or food storage items, or similar items that are or appear to be used as living or sleeping accommodations, or to assist with living or sleeping activities.

Campsite means any place established or maintained for the purpose of camping.

City property means any real property or structures owned, leased, or managed by the City.

Downtown Area means the area bounded on the north beginning at 90th and Tualatin Road along the north right-of-way to the access road by the Tualatin Country Club back to the Tualatin River then extending to include the incorporated portion of the City of Tualatin that lies north of the Tualatin River down to the intersection of the railroad tracks with the Interstate Highway 5 right-of-way; on the East by the east side of the Interstate Highway 5 right-of-way; on the South by the south side of the right-of-way of Nyberg Street through its connection with and along Tualatin-Sherwood Road to 90th; and on the West by the west side of the right- of-way of 90th Street up to its intersection with Tualatin Road. (See Map.)

Freeway means a highway for through traffic where access to the highway is fully controlled except as may be allowed at designated interchanges and includes Interstate 5, Interstate 205, and Highway 99W.

***Motor Vehicle* means a vehicle that is self-propelled or designed for self-propulsion.**

Open to the public shall mean City properties where members of the public are not prohibited from being by law, rule, regulation, or custom including, but not limited to the properties being closed due to hour restrictions, physical barriers, or because they are temporarily being used for another purpose. Examples of properties that are not open to the public include properties being used for City water facilities such as reservoirs, parks that are closed overnight, properties that are under repair, or properties for which a permit has been issued for an event.

Parking lot means all developed or undeveloped areas or facilities owned, maintained, and/ or leased by the City and are designated for the parking of vehicles.

Recreational Vehicle has the meaning given that term in ORS 801.409 and ORS 174.101.

Right- of-way means an area that allows for the passage of people, goods, or utilities. Right- of-way may include freeways, pedestrian connections, and streets. A right-of-way may be dedicated or deeded to the public for the public use or owned by the City or other public body.

Shelter means a place an individual may access for the purposes of sitting, sleeping, and keeping warm and dry, which may include but is not limited to a residence, hotel, motel, or a public or private facility developed or legally established for people experiencing homelessness that does not charge for services.

Exhibit B

TMC 6-12-030 Camping Prohibited on Public Property.

(1) *Camping Prohibited.* It is unlawful for any person to camp in or upon any public right-of-way or City property, unless specifically authorized.

(a) By City Code.

(b) In a declaration of a local emergency or disaster.

(c) By the City Manager or designee when deemed necessary to serve the public interest.

(2) *Time, Place, and Manner Regulations.*

(a) A person **experiencing homelessness** may camp on outdoor City property **or a street** that is open to the public if all of the following time, place, and manner regulations are followed.

(b) *Time Regulations.* A person **experiencing homelessness** may camp on City property as permitted by subsection (2)(a) only if the person complies with all of the following time restrictions.

(i) A person may only camp between the hours of 7:00 p.m. and 7:00 a.m. After 7:00 a.m., a person **experiencing homelessness** must dismantle the campsite and remove all personal property and camp materials from the campsite.

(c) *Place Regulations.* A person **experiencing homelessness** may not camp in the following places at any time.

(i) Within any City-owned or maintained parking lot.

(ii) Within 500 feet from a public or private elementary school, secondary school, or career school attended primarily by minors.

(iii) Within 500 feet from an egress or ingress to a freeway.

(iv) Within 20 feet of a building, including but not limited to, residences, commercial buildings and City buildings.

(v) Within the Natural Resource Protection Overlay, Wetland Protected Areas, Natural Areas identified in the Parks and Recreation Master Plan, greenways, and landscaped areas on publicly owned land.

(vi) In areas underneath roadways or bridges and publicly owned property that is not open to the public.

(vii) In the public right-of-way and railroad right-of-way. **Notwithstanding the prohibition contained herein, a person experiencing homelessness occupying a campsite containing a motor vehicle or recreational vehicle may camp on a street located within a commercial or manufacturing planning district, subject to the time, place and manner regulations set forth in this ordinance.**

(viii) Within City Parks.

(ix) Within municipal grounds and the Library Plaza.

(x) **Within 500 feet from any campsite that has been removed pursuant to Policy 462-Homeless Persons set out in the Tualatin PD Policy Manual or a campsite closed under any other legal authority of the City.**

(d) *Manner Regulations.* A person **experiencing homelessness** may camp on City property as permitted by subsection (2)(a) if the person complies with all of the following manner regulations.

(i) A person may not accumulate, discard, or leave behind in or around a campsite any rubbish, trash, garbage, debris, or other refuse, unsanitary or hazardous materials, or any animal or human urine and feces.

(ii) Digging, excavating, terracing of soil or other alteration of City property, or causing environmental damage or damage to vegetation or trees is prohibited.

(iii) Obstruction or attachment of camp materials to public infrastructure or private property structures, including bridges or bridge infrastructure, fire hydrants, utility poles, streetlights, traffic signals, signs, fences, trees, vegetation, vehicles, or buildings is prohibited.

(iv) Erecting, installing, placing, leaving, or setting up any type of permanent or temporary fixture or structure of any material or materials in or around a campsite is prohibited. For purposes of this section, a "permanent or temporary fixture or structure" does not include a tent, tarpaulin, or other similar item used for shelter that is readily portable.

(v) A campsite must be limited within a spatial footprint of 12 feet by 12 feet, or 144 square feet, and a campsite may not be within ten feet of another campsite. Multiple persons may camp together in a single campsite, subject to the limitations of this subsection. **Campsites containing a recreational vehicle shall not be limited to the spatial footprint contained herein but are rather limited to the dimensions of that recreational vehicle.**

(vi) Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards are prohibited.

(vii) Dumping of gray water (i.e. wastewater from bathwater, sinks and cooking) or black water (sewage) on City property is prohibited.

(viii) Open flames, recreational fires, burning of garbage, and bonfires are prohibited except as specified in TMC 5-2-040 (General Rules and Regulations).

(ix) Camping materials may not create a physical impairment to emergency ingress or egress or emergency response including within ten feet of any fire hydrant, utility pole, or other utility, fire gate/bollards, or public infrastructure used for emergency response.

(x) Storing or keeping camp materials within the public right-of-way or on City property in violation of TMC 6-12-030(2)(b)(i)- (Time regulations) is prohibited.

(3) *Violation.*

(a) A violation of this Chapter is punishable as follows:

(i) Civil Infraction, punishable by a fee of $35.00;

(ii) Citation in lieu of arrest for criminal trespass in the second degree; or

(iii) Arrest for criminal trespass in the second degree.

(b) A civil infraction or citation in lieu of arrest issued pursuant to section (3)(a)(i—ii) (above) may be accompanied by an order of exclusion for up to 60 days.

(c) An arrest for criminal trespass pursuant to section (3)(a)(iii) (above) may be accompanied by an order of exclusion for not more than 180 days.

(d) Nothing in this Section is intended to prescribe any particular order of violation or penalty. A police officer has discretion to impose a violation tailored to the circumstances and necessary to maintain the health and safety of persons experiencing homelessness and the community.

(e) **Nothing in this Chapter is intended to prevent enforcement of any offense set forth in the Tualatin Municipal Code or state law.**

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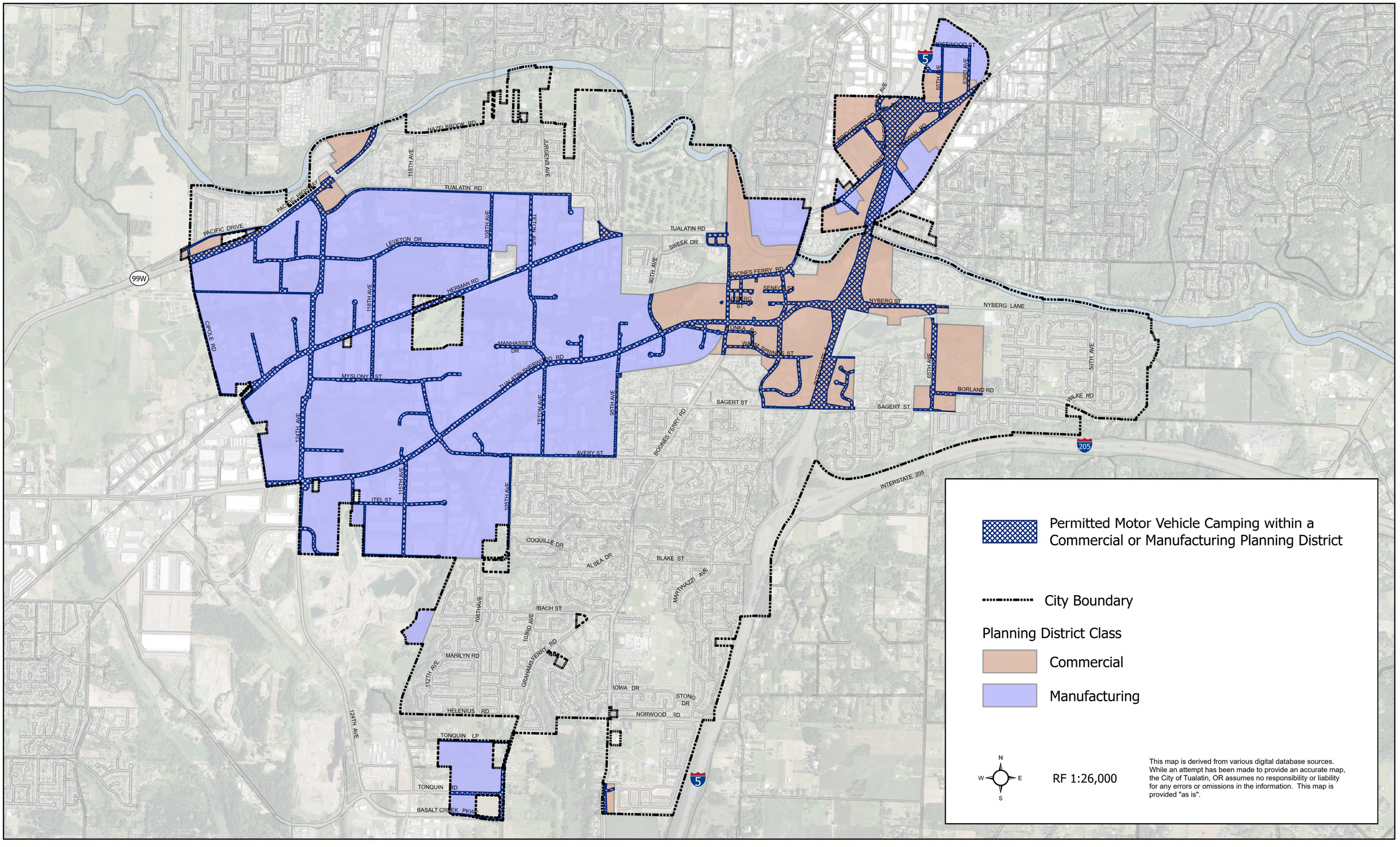
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(e) Nothing in this Chapter is intended to prevent enforcement of any offense set forth in the Tualatin Municipal Code or state law.

Permitted Motor Vehicle Camping (Subject to the Time, Place and Manner Regulations set out at TMC 6-12-030(2))

TUALGIS



Permitted Motor Vehicle Camping within a Commercial or Manufacturing Planning District

City Boundary

Planning District Class

Commercial

Manufacturing

N
W E
S

RF 1:26,000

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

CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager
Kevin McConnell, City Attorney
Nicole Morris, Deputy City Recorder

DATE: November 23, 2026

SUBJECT:
Consideration of Resolution #6012-26 Approving a Process for Filling City Council Position 6 Vacancy

EXECUTIVE SUMMARY:
The November 3, 2026 election preliminary results indicate that Valerie Pratt has been elected to the position of Mayor, with the term commencing January 2027. Valerie Pratt is currently the City Councilor in Position 6 with a term concluding December 2028. This means that beginning January 2027, Position 6 will be vacant.

The City Charter includes the following on this matter:

Section 33. - Filling of Vacancies.
Vacancies in elective offices in the city shall be filled by appointment by a majority of the incumbent members of the Council. The appointee's term shall begin immediately upon appointment and shall continue until the beginning of the year following the next general biennial election and the successor for the unexpired term shall be chosen at the next general biennial election after said appointment. During the temporary disability of any officer or during the absence temporarily from the City for any cause, the office may be filled pro tem in any manner provided for filling vacancies in office permanently.

The last time there was a vacancy was in 2019; the Council at the time agreed to a process that included:

- Advertise/announce the vacancy and direct the appointment process at a regular Council meeting
- Open the application period for approximately 3 weeks
- Convene a Special Council Meeting where the incumbent members of the Council interview the candidates
- Council appointment at a regular City Council meeting

The City Council Advance is scheduled for January 22 and 23, 2027; it would be ideal to have the newly appointed Councilor in attendance. Following is a timeline that would allow for that to happen:

- November 23, 2026: Approve the process
- November 30 – December 21, 2026: Solicit applications
- January 5, 2027: Special City Council Meeting to interview candidates
- January 11, 2027: City Council makes the appointment

Upon approval of the process, staff will finalize the materials and develop a communication plan for advertising and soliciting applications.

RESOLUTION NO. 6012-26

A RESOLUTION APPROVING A PROCESS FOR FILLING CITY COUNCIL POSITION 6 VACANCY

WHEREAS, the November 3, 2026 election preliminary results indicate that Valerie Pratt has been elected to the position of Mayor, with the term commencing January 2027; and

WHEREAS, Valerie Pratt is currently the City Councilor in Position 6 with a term concluding December 2028, meaning that beginning January 2027, Position 6 will be vacant; and

WHEREAS, **Section 33** of the City Charter includes: *Vacancies in elective offices in the city shall be filled by appointment by a majority of the incumbent members of the Council. The appointee's term shall begin immediately upon appointment and shall continue until the beginning of the year following the next general biennial election and the successor for the unexpired term shall be chosen at the next general biennial election after said appointment*; and

WHEREAS, the City Council Advance is scheduled for January 22 and 23, 2027 and it would be ideal to have the newly appointed Councilor in attendance.

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

Section 1. The City Manager is authorized to solicit applications from qualified candidates from November 30 – December 21, 2026.

Section 2**.** The City Manager is authorized to schedule a Special City Council meeting in January 2027 where qualified candidates will be interviewed by the incumbent members of Council.

Section 3**.** The incumbent City Council members will make the appointment to City Council, Position 6 at the January 11, 2027 regular City Council meeting.

Section 4. This Resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 23rd day of November, 2026.

CITY OF TUALATIN OREGON

BY_____
Mayor

APPROVED AS TO LEGAL FORM

ATTEST

BY_____
City Attorney

BY_____
City Recorder