



## TUALATIN CITY COUNCIL MEETING

MONDAY, MAY 13, 2024

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, May 13. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

---

### **7:00 P.M. CITY COUNCIL MEETING**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Announcements**

1. Proclamation Declaring May 12-18, 2024 as National Prevention Week
2. New Employee Introduction- Police Officer Hunter Davis

#### **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 April 22, 2024
2. Consideration of **Resolution No. 5770-24** Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for the Final Design and Construction Phase of the Martinazzi Sanitary Sewer Trunk Line Upsizing Project
3. Consideration of **Resolution No. 5771-24** Authorizing an Amendment to the Agreement Between the City of Tualatin and Tualatin Riverkeepers for Management and Operations of City Property
4. Consideration of **Resolution No. 5772-24** Awarding a Contract for Government Affairs and Lobbying Services, and Authorizing the City Manager to Execute the Contract
5. Consideration of **Resolution No. 5773-24** Increasing the Construction Contract Authorization Amount for the Neighborhood Traffic Safety Program Phase 2 Project

## **Special Reports**

1. Outside Agency Grant Awardee- Love Inc
2. Summer Programs Preview

## **Public Hearings - Quasi-Judicial**

1. Consideration of **Ordinance No. 1485-24**, City-Initiated Updates to the Tualatin Development Code (File No. PTA 24-0001)

## **Items Removed from Consent Agenda**

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

## **Council Communications**

## **Adjournment**

---

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at [www.tualatinoregon.gov/council](http://www.tualatinoregon.gov/council).

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

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



*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** May 13, 2024

---

**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting Minutes of April 22, 2024

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

---

**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of April 22, 2024
- City Council Regular Meeting Minutes of April 22, 2024



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR APRIL 22, 2024

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

---

Mayor Bubenik called the meeting to order at 6:00 p.m.

### **1. Parks Replacement Fund Discussion.**

Parks and Recreation Director Ross Hoover and Finance Director Don Hudson presented information on the establishment of a parks replacement fund. Director Hoover outlined the background, explaining that the fund originated from a parks condition assessment, the creation of the parks utility fund, and the passage of the parks bond in 2023. These developments prompted the consideration of a dedicated fund to ensure ongoing maintenance and upgrades for parks.

Director Hoover highlighted how the parks utility fee and bond funds have already facilitated upgrades, renovations, and trail enhancements. He also identified additional projects requiring future maintenance and upgrades. Director Hudson elaborated on potential inclusions for the replacement fund, such as new equipment, amenities, and identified needs from the parks assessment. Director Hudson proposed calculating replacement costs and useful life for each item, then setting aside appropriate funds annually. He estimated that an annual allocation of \$300,000 would be necessary. Regarding funding sources, he mentioned the general fund, though not sustainable, and the parks utility fee. He stated increasing the parks utility fee by \$1 could generate an additional \$150,000 annually.

Councilor Gonzalez inquired about the current revenue generated by the parks utility fee. Director Hudson responded the city receives \$750,000 annually. Councilor Gonzalez also asked about how increased property tax values and earned income are accounted for. Director Hudson explained that property tax revenues support various items in the general fund, and any increase in revenue typically goes toward funding increased services.

Councilor Brooks raised questions about future parks maintenance prioritization and the useful life of playground equipment. Director Hoover explained that maintenance succession occurs gradually over time, with the lifetime of equipment varying based on factors like item type and maintenance efforts. He spoke to the Parks department's asset condition assessment, which informs asset life and maintenance schedules.

Councilor Sacco inquired about current parks maintenance funding sources. Director Hoover clarified that operational maintenance is funded from the general fund, while capital maintenance comes from system development charges, parks utility fees, and the parks bond.

Councilor Hillier asked if maintenance of parks equipment is preventive or reactive. Director Hoover stated maintenance is preventive. He shared the splash pad as an example of the daily maintenance that is done when it is operational.

Council President Pratt sought clarification on how the estimated revenue for a replacement fund was determined. Director Hoover explained that the figures were based on current assets, with ongoing adjustments anticipated. Director Hudson added that cost growth would be continually monitored every year.

Council President Pratt sought clarification on whether the funds for the replacement fund would be restricted in their usage. Director Hudson confirmed that it would be a restricted fund, although the council could potentially place specific restrictions when establishing the fund.

Councilor Hillier inquired whether the budget accounted for any potential new parks. Director Hudson clarified that the budget only included currently identified assets, but adjustments could be made if necessary.

Councilor Reyes sought clarification on whether staff was requesting an increase in the fee or if it would come from the current fee. Director Hudson explained that the current funds were already allocated, so the council would need to decide whether to increase the fee or not.

Councilor Brooks asked if the funds could be used to leverage additional grant funds. Director Hoover emphasized the importance of matching funds in securing state grant funds.

Mayor Bubenik expressed support for adding an additional \$2 to the current fee to establish the fund, emphasizing the importance of setting aside funds for future needs. Councilor Sacco also supported the fund, noting the benefit of spreading funding over time.

Councilor Gonzalez expressed opposition to adding the fund, advocating for leaner operations of current resources.

Council President Pratt emphasized the fund's necessity for maintaining parks in the future.

Councilor Reyes asked about future expiring bonds. Director Hudson mentioned the Tualatin Moving Forward bonds come due in 2028. Councilor Reyes also inquired about the use of system development charge fees. Director Hoover clarified they can only be used for new park infrastructure.

The council reached a consensus to have staff provide further information on establishing the replacement fund.

## ***2. Council Meeting Agenda Review, Communications & Roundtable.***

Councilor Brooks wanted to recognize the consent agenda item related to the work being done at Las Casitas Park. She is excited to see that work being accomplished.

Councilor Sacco stated she attended the IDEA committee meeting.

Councilor Gonzalez stated he attended the East CIO meeting.

Councilor Brooks acknowledged Earth Day and Passover. She stated she attended the Policy Advisory Board meeting, the Executive Board meeting for the Regional Water Consortium, and the Arts Advisory Committee meeting. Councilor Brooks reiterated her support for the City's Climate Action Plan and moving it forward.

Council President Pratt stated she attended the Metro C4 meeting.

Mayor Bubenik stated he attended the Washington County Mayors meeting, the Washington County Coordinating Committee meeting, the Sherwood State of the City event, and the joint Forest Grove and Cornelius State of the City event.

Mayor Bubenik announced the City of Tualatin State of the City event to be held May 2, 8am, and the Marquis.

**Adjournment**

Mayor Bubenik adjourned the meeting at 6:57 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary

\_\_\_\_\_ / Frank Bubenik, Mayor



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Bryce Donovan, Engineering Associate  
Mike McCarthy, City Engineer

**DATE:** May 13, 2024

---

### **SUBJECT:**

Consideration of **Resolution No. 5770-24** Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for the Final Design and Construction Phase of the Martinazzi Sanitary Sewer Trunk Line Upsizing Project

### **RECOMMENDATION:**

Staff recommends Council authorize the City Manager to sign the Intergovernmental Agreement.

### **EXECUTIVE SUMMARY:**

- The City intends to install a new sanitary sewer main along SW Martinazzi Ave from SW Seminole Trail to about 130 feet North of SW Sagert St.
- The project is endorsed by the Capital Improvement Program Prioritization Committee (representatives from CWS and partner cities) to be primarily funded with System Development Charge funding disbursed by CWS.
- This Construction Phase Intergovernmental Agreement (IGA) outlines the terms of this project partnership – with the City managing the project and CWS paying 96 percent of project costs, up to a maximum funding commitment of \$2,200,000.
- The Council previously approved a Phase 1 IGA for this project with CWS through Resolution #5736-23, which covered preliminary design.

### **OUTCOMES OF DECISION:**

Authorizing the City Manager to sign the Construction Phase IGA will allow the work to proceed with the City assuming the role of managing partner and Clean Water Services assuming the role of financial partner.

### **ALTERNATIVES TO RECOMMENDATION:**

Council could decide not to authorize signature of this agreement. This would result in the City not receiving SDC funding from Clean Water Services for this project.



**FINANCIAL IMPLICATIONS:**

The City's share is 4% of the proposed project cost, as well as any amounts exceeding \$2,200,000, and is budgeted in the Sewer fund.

**ATTACHMENTS:**

---

- Resolution 5770-24 Authorizing City Manager to execute IGA with Clean Water Services
- Intergovernmental Agreement with Clean Water Services

RESOLUTION NO. 5770-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR THE FINAL DESIGN AND CONSTRUCTION PHASE OF THE MARTINAZZI SANITARY SEWER TRUNK LINE UPSIZING (PRIORITY 2) PROJECT

WHEREAS, Clean Water Services is a county service district formed under Oregon Revised Statutes Chapter 451;

WHEREAS, the City of Tualatin is an Oregon municipal corporation;

WHEREAS, ORS 190 authorizes Tualatin and Clean Water Services to enter into an intergovernmental agreement and to delegate to each other authority to perform their respective functions as necessary;

WHEREAS, the Martinazzi sanitary sewer trunk line requires upsizing and the project is endorsed by the Capital Improvement Program Prioritization Committee, which is made up of representatives from Clean Water Services and the partner agencies;

WHEREAS, the City intends to construct the project and Clean Water Services intends to finance 96% of the project up to \$2,200,000; and

WHEREAS, the IGA is in the public interest as the IGA provides the most efficient way to construct the project.

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

**Section 1.** The City Manager is authorized to execute an Intergovernmental Agreement with Clean Water Services for the Martinazzi Sanitary Sewer Trunk Line Upsizing (Priority 2) Project, which is attached as Exhibit 1, and incorporated by reference.

**Section 2.** The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

**Section 3.** This resolution is effective upon adoption.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Recorder





*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

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

**DATE:** May 13, 2024

---

**SUBJECT:**

Consideration of **Resolution No. 5771-24** Authorizing an Amendment to the Agreement Between the City of Tualatin and Tualatin Riverkeepers for Management and Operations of City Property.

**EXECUTIVE SUMMARY:**

The Tualatin Riverkeepers are a nonprofit community-based organization that protects and restores the Tualatin River watershed. Riverkeepers build watershed stewardship through advocacy, restoration work, river access, and education. Their three key areas of focus are advocacy, stewardship, and river experiences, and engage hundreds of volunteers and thousands of participants each year.

In 2016 the City authorized a Maintenance and Operations Agreement (Original Agreement) for the Louis Walnut House, and designated area with storage shed and property located at 11605 and 11676 SW Hazelbrook Road in Tualatin. The City extended the Original Agreement twice through Amendments One and Two with an expiration date of June 30, 2024. This agreement is in use at other City parklands to reduce costs, provide security/safety and maintain the existing condition of the property structures in order to preserve the useful property value.

**FINANCIAL IMPLICATIONS:**

Maintenance and Operations Agreements are expected to save City funds on a short-term basis. The City will avoid the routine building operations, maintenance and potential vandalism costs, and receive public benefit. The building structures and land are in acceptable condition, although the City may incur costs due to major system issues.

---

Attachments:  
Resolution No. 5771-24

RESOLUTION NO. 5771-24

RESOLUTION AUTHORIZING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TUALATIN AND TUALATIN RIVERKEEPERS FOR MANAGEMENT AND OPERATIONS OF CITY PROPERTY

WHEREAS, on or about December 12, 2016, City Council authorized a Management and Operations Agreement (Original Agreement) for the Louis Walnut House, and designated area with storage shed and property located at 11605 and 11676 SW Hazelbrook Road in Tualatin;

WHEREAS, the City and Riverkeepers subsequently signed a Second Amendment to the Original Agreement, extending the term of the original Agreement for two additional years to end on June 30, 2024;

WHEREAS, the City and Riverkeepers wish to amend the Original Agreement for one additional year, extending the term of the Original Agreement to June 30, 2025;

WHEREAS, it is in the best interest of the City to continue the Original Agreement for an additional year.

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 Third Amendment to the Management and Operations Agreement for the Louis Walnut House and designated area with storage shed and property located at 11605 and 11676 SW Hazelbrook Road, Tualatin OR 97062.

**Section 2.** This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13<sup>th</sup> day of May, 2024.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Recorder



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Megan George, Deputy City Manager  
**DATE:** May 13, 2024

---

### **SUBJECT:**

Consideration of Resolution No. 5772-24 Awarding a Contract for Government Affairs and Lobbying Services, and Authorizing the City Manager to Execute the Contract.

### **RECOMMENDATION:**

Staff recommends the City Council approve the resolution awarding the contract for government affairs and lobbying services to Thorn Run Partners, LLC and authorize the City Manager to execute the contract.

### **EXECUTIVE SUMMARY:**

The City Council directed staff to issue a Request for Proposals for government affairs and lobbying services. The scope of work included activities at the state and federal level including building relationships with legislators, facilitating development of project funding asks, and communicating progress with City staff and the City Council.

The Request for Proposals was posted on February 21, 2024, a pre-proposal meeting was held on February 28, 2024, proposals were due on March 20, 2024, and interviews were held on April 8, 2024. The City received two proposals and Thorn Run Partners, LLC received the highest score.

### **OUTCOMES OF DECISION:**

The City Manager will sign the attached Personal Services Agreement with Thorn Run Partners, LLC. Subsequently, Thorn Run will meet with City staff and the City Council to learn more about the organization's policy and project needs and help facilitate a process for the City Council to set legislative priorities over the summer.

### **FINANCIAL IMPLICATIONS:**

The total contract amount is \$342,500 for the period of May 15, 2024 through June 30, 2027. Funds for this contract are budgeted in the General Fund.

---

### **ATTACHMENTS:**

- Resolution No. 5772-24 Awarding the Contract for Government Affairs and Lobbying Services
- Exhibit A - Personal Services Agreement with Thorn Run Partners, LLC

RESOLUTION NO. 5772-24

A RESOLUTION AWARDING A CONTRACT FOR GOVERNMENT AFFAIRS AND LOBBYING SERVICES,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City Council identified a need to increase the organization's capacity to advocate for the City of Tualatin at the state and federal level; and

WHEREAS, the City issued a Request for Proposals for Government Affairs and Lobbying Services on February 21, 2024, that was posted in the *Daily Journal of Commerce* and on the City's website; and

WHEREAS, two proposals were received from qualified firms; and

WHEREAS, the City formed a selection committee that reviewed proposals and interviewed both firms; and

WHEREAS, Thorn Run Partners, LLC received the highest score on their proposal; and

WHEREAS, there are funds budgeted for this project in the General Fund.

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

**Section 1.** Thorn Run Partners, LLC is hereby awarded a contract for government affairs and lobbying services.

**Section 2.** The City Manager is authorized to sign the contract identified in Exhibit A for \$342,500.

**Section 3.** The City Manager, or the City Manager's designee, is authorized to execute contract amendments totaling up to 10% of the original contract language.

**Section 4.** This resolution is effective immediately upon passage by the City Council.

Adopted by the City Council this 13<sup>th</sup> day of May, 2024.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder





## CITY OF TUALATIN PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Tualatin, a municipality organized under ORS 221.110 to 221.230 ("City"), and Thorn Run Partners, LLC, a District of Columbia limited liability company ("Provider"), collectively, "The Parties."

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

- (i) This Agreement;
- (ii) Any documents specifically referenced in this Agreement;
- (iii) The attached Statement of Work (Exhibit A);
- (iv) The City's Request for Proposals issued on February 21, 2024 (Exhibit B); and
- (v) Provider's Proposal dated March 20, 2024 (Exhibit C).

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

**Section 2. Work.** Provider shall complete all Work that is generally described in the Statement of Work (Exhibit A). Provider shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Provider or any of Provider's subcontractors or Providers, except for those items identified as the responsibility of the City.

**Section 3. Effective Date; Term; Renewal.**

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates on June 30, 2027, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond June 30, 2029.

**Section 4. Standard of Care.** Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Provider is in an industry that requires a license to perform the work, Provider will perform all work in compliance with applicable licensing standards.

**Section 5. Independent Contractor; Responsibility for Taxes and Withholding.**

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

**Section 6. Subcontracting.** Provider's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.

**Section 7. Agreement Price.** City agrees to pay Provider the not to exceed price of \$342,500, which is inclusive of all hours necessary to complete the Work.

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

#### **Section 8. Payment Process.**

- A. Invoices.** Provider must furnish City an invoice for services on a monthly basis according to the retainer schedule in Exhibit A. The invoice must contain an itemized statement showing the specific Work performed.
- B. Reimbursable Expenses.** All costs (including non-extraordinary travel) incurred by Thorn Run Partners shall be borne by Provider.
- C. Payment for Services.** City will pay Provider for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

**Section 9. Notice to Parties.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (5) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. **City's Project Manager**  
**Megan George, Deputy City Manager**  
18880 SW Martinazzi Ave., Tualatin, OR 97062  
(503) 691-3065, [mgeorge@tualatin.gov](mailto:mgeorge@tualatin.gov)
2. **Provider's Project Manager**  
**Daniel Bates, Partner**  
610 SW Alder St., Ste. 1008, Portland, OR 97205  
(503) 927-2032, [dbates@thornrun.com](mailto:dbates@thornrun.com)

**Section 10. City's Obligations.** In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Provider and cooperate with Provider to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

**Section 11. Assignment of Agreement.** No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

**Section 12. Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**Section 13. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 14. Merger Clause; Waiver.** This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

**Section 15. Agreement Construction.** This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

**Section 16. Ownership of Intellectual Property.**

- A. Original Works.** All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original works of authorship are "work made for hire" of which City is the author and Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider will execute such further documents and instruments necessary to fully vest such rights in City.
- B. Provider Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Provider are and will remain the exclusive property of Provider. Notwithstanding the foregoing, Provider hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider must secure on the City's behalf and in the City's name, an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

**Section 17. Records Maintenance; Access.** Provider must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Provider's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

**Section 18. No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Provider and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

**Section 19. Nondiscrimination; Compliance with Applicable Law.** Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

**Section 20. Public Contracting Requirements.** Provider must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

**Section 21. Certification of Compliance with Tax Laws.** As required by ORS 279B.110(2)(e), Provider represents and warrants that Provider has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

**Section 22. Registered in Oregon and City of Tualatin.** If Provider is not domiciled in or registered to do business in the State of Oregon, Provider must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Provider must have or acquire a City business license prior to executing this Agreement.

**Section 23. Use of Recycled Products.** Provider shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

**Section 24. Force Majeure.** Neither City nor Provider will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Provider, respectively.

**Section 25. Survival.** All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

**Section 26. Joint and Several Liability.** In the event Provider includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

**Section 27. Indemnification.** Provider must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement.

**Section 28. Insurance.** Provider must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis." Provider must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Provider to proceed with work; pay an insurance carrier (either Provider's or a substitute) the premium amount and withhold the amount from payment to Provider; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

**Section 29. Default; Remedies; Termination.**

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

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

**C. Default by City.** City is in default under this Agreement if:

- (i) City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

**D. Provider's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event will City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider must pay immediately any excess to City upon written demand provided.

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

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

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

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

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

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

**Section 30. Dispute Resolution.**

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of its disagreement, and include all relevant information and exhibits, within thirty (30) days of Provider's knowledge of the decision to which Provider disagrees. The City's Project manager will review the information and meet with Provider to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

**Section 31. Attorney Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

**Section 32. Confidentiality and Protection of Personal Information.** Provider acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Provider agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

**Section 33. Execution of Agreement; Electronic Signature.** This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

**Section 34. Governing Law; Venue; Consent to Jurisdiction.** This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**Section 35. Authority to Bind.** City and Provider each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Provider, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. **PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

APPROVED AND ENTERED ON \_\_\_\_\_.

\_\_\_\_\_  
Thorn Run Partners  
By:

\_\_\_\_\_  
City of Tualatin  
By: Sherilyn Lombos  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Federal ID Number

## EXHIBIT A STATEMENT OF WORK

Provider shall perform Legislative Representation and Lobbying Services per the City's Request for Proposals issued on February 21, 2024 (Exhibit B) and Provider's Proposal dated March 20, 2024 (Exhibit C).

Provider shall perform the Work during the period of May 15, 2024, through June 30, 2027, for the guaranteed maximum price of \$342,500, itemized as follows:

Year	Dates	Payment per Year	Retainer Schedule
"1"	May 15, 2024 – June 30, 2025	\$112,500	\$12,500 on May 15, 2024, followed by twelve monthly payments of \$8,333.33 commencing on July 1, 2024
2	July 1, 2025 – June 30, 2026	\$110,000	Twelve monthly payments of \$9,166.66, commencing on July 1, 2025
3	July 1, 2026 – June 30, 2027	\$120,000	Twelve monthly payments of \$10,000, commencing on July 1, 2026

Provider and City will negotiate payment terms if the contract is extended beyond June 30, 2027.

These payment terms revise and supersede those contained in Provider's Pricing Proposal (found on Page 16 of its Proposal).

DRAFT



*City of Tualatin*

## REQUEST FOR PROPOSALS

*Legislative Representation and Lobbying Services*

RFP 2024-03

Proposal Due Date & Time:	March 20, 2024 by 3:00 pm, PST <b>Late proposals will not be accepted or considered</b>
Submit Proposals Via Email To:	City of Tualatin Attn: Contracts & Procurement Richard Contreras <a href="mailto:rcontreras@tualatin.gov">rcontreras@tualatin.gov</a>
Direct Questions To:	Richard Contreras Contracts & Procurement Analyst Email: <a href="mailto:rcontreras@tualatin.gov">rcontreras@tualatin.gov</a> Phone: (503) 691-3080
Pre-Qualification:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
<b>Optional</b> Pre-Proposal Meeting:	Wednesday, February 28, 2024, at 3:00 pm, PST



TABLE OF CONTENTS

<b>OVERVIEW</b>		<b>3</b>
Introduction		3
Anticipated RFP Schedule		3
<b>SECTION 1:</b>	<b>STATEMENT OF PROJECT</b>	<b>8</b>
1.1	Project Background	8
1.2	Scope of Services	8
1.3	Deliverables and Schedule	9
1.4	Term of Service	9
<b>SECTION 2:</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>10</b>
2.1	Proposal Content	10
<b>SECTION 3:</b>	<b>EVALUATION &amp; SCORING</b>	<b>13</b>
3.1	Evaluation and Scoring	13
3.2	Preference for Oregon Goods and Services	13
<b>EXHIBIT A:</b>	<b>Oregon Statutory (ORS) Certification</b>	<b>14</b>
<b>EXHIBIT B:</b>	<b>Sample Personal Services Agreement</b>	<b>15</b>

## CITY OF TUALATIN REQUEST FOR PROPOSALS

### Introduction

The City of Tualatin (“City”) invites consultants to submit sealed proposals to provide legislative representation and lobbying services. A complete description of services is provided under Section 1 of the Request for Proposals (“RFP”).

The City, incorporated in 1913, is a dynamic, vibrant community of approximately 27,942 residents (2020 census estimate). Tualatin is conveniently located just 12 miles south of Portland and 30 miles north of Salem, the state capital. Minority, Women, and Emerging Small Businesses (“MWESB”) are encouraged to respond. When subcontracting, all proposers are encouraged to contact and consider MWESBs. Businesses or individuals will not be discriminated against on the grounds of race, color or national origin, in the awarding of a contract or contracts resulting from this RFP.

The budget for the first year of the contract is approximately \$100,000. Exact figures may be increased or decreased depending on the timing of the execution of the contract in relation to the fiscal year.

### Point of Contact

Members of the evaluation committee or the City Council may not be contacted or solicited by any firm intending to submit a proposal. The sole point of contact for the City for all process and contract questions as well as protests is:

City of Tualatin  
Richard Contreras, Contracts & Procurement Analyst  
18880 SW Martinazzi Avenue, Tualatin OR 97062  
Phone: (503) 691-3080  
E-mail: [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov)

### Anticipated RFP Schedule

The City anticipates the following general timeline for this RFP. The City reserves the right to modify this timeline at the City’s discretion.

Issuance of RFP documents: February 21, 2024  
Optional Pre-Proposal Meeting: February 28, 2024, at 3:00 pm  
Deadline for Protests of RFP Contents: March 1, 2024  
Deadline for Questions / Clarifications: March 13, 2024  
Deadline for Proposal Submission: March 20, 2024, at 3:00 pm  
Notice of Intent to Award: April 5, 2024  
Commencement of Contract: May 1, 2024

### Submission Date and Method

Each proposer shall provide one (1) electronic copy of their complete proposal via email to [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) by March 20, 2024, at 3:00 pm PST. Proposals received after the specified date and time will not be given consideration.

## EXHIBIT B

To ensure that your proposal is received, please use the following Subject Line when submitting via email:

RFP 2024-03 Submission By [Name of Proposer]

It is the Proposer's responsibility to ensure that proposals are emailed prior to the stated closing time. **No other method of delivery will be allowed.**

The City will acknowledge, via email, receipt of all submitted proposals. Promptly after the bid submission deadline, the City will post a preliminary list of proposal submitters on its bid management website. If a proposer who submitted their proposal on time does not find their name on the preliminary list of submitters, they must notify the City by email at [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) within seventy-two hours after the bid closing deadline, excluding weekends and holidays. The City will not be responsible for evaluating proposals from any proposers not listed on the preliminary list who failed to contact the City in a timely manner to rectify an omission.

### **Published**

The City published the RFP on February 21, 2024, in the *Daily Journal of Commerce* and on the City website at <http://bids.tualatinoregon.gov>.

### **Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held virtually at 3:00 pm PST on February 28, 2024, to provide information and respond to questions about the project.

[CLICK ON THIS LINK TO ATTEND THE MICROSOFT TEAMS MEETING](#). Attendance is not required to submit a proposal.

### **Questions and Requests for Clarification**

All solicitation documents can be viewed at the City of Tualatin's online Bid Management System <http://bids.tualatinoregon.gov>. Please contact the Contracts & Procurement Analyst at (503) 691-3080 or [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) with any technical problems viewing solicitation documents.

Any clarifications will be issued in an addenda and posted a minimum of three (3) business days prior to the deadline for submitting proposals; the City must receive requests for changes in writing by the deadline stated in the RFP schedule above.

### **Registration**

Proposers should register with the City of Tualatin's Bid Management System as a plan holder to receive addenda notifications. Viewers are responsible for checking the City web site for the issuance of any addenda prior to submitting a proposal. If the proposer does not register with the City's Bid Management System, the proposer will still be held responsible for all addenda/changes to the documents and may be considered non-responsive if their proposal does not reflect those addenda/changes. Proposal results will also be posted on the City's Bid Management System.

## EXHIBIT B

### **Protests**

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Point of Contact at the address listed in the RFP. Protests related to the solicitation shall be received no later than March 1, 2024.

Protests of the Award must be made within seven (7) calendar days after the City's issuance of an Intent to Award letter.

For the purposes of this RFP, working days / business days will be defined as Monday through Friday excluding City recognized holidays.

### **Rejection of Proposals**

The City of Tualatin may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject any or all proposals in accordance with ORS 279B.100.

No proposal will be considered complete unless fully completed in the manner required by this RFP document. No proposal will be accepted after the stated due date and time.

### **Modification / Withdrawal**

Unless otherwise specified, modification of the Proposal will not be permitted; however, a proposer may withdraw their Proposal at any time prior to the scheduled closing time for receipt of Proposals; any proposer may withdraw their Proposal, either personally or by written request to the Point of Contact. Withdrawal of Proposal shall not disqualify the proposer from submitting another Proposal provided the time for receipt of Proposals has not expired.

### **Cancellation**

Per ORS 279B.100, the City of Tualatin reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Tualatin's best interest. In no event shall the City of Tualatin have any liability for the cancellation of award.

### **Duration of Proposals**

Unless otherwise specified, proposals must remain valid for at least 60 days. Proposals must be signed by an official authorized to bind the proposer.

### **Availability of Proposals**

The City will not conduct a public proposal opening. Proposers shall not be open to public inspection until after the City's issuance of an Intent to Award Letter.

### **Public Record**

All proposals submitted are the property of the City of Tualatin and are public records. All documents received by the City are subject to public disclosure after the City selects a Consultant. Information deemed by the proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Proprietary". Marked pages

## EXHIBIT B

should be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated.

Proposers are cautioned that pricing and cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the submission, in whole, as exempt from disclosure is not acceptable.

### **Incurring Costs**

The City of Tualatin is not liable for any cost incurred by Consultants prior to issuance of a Contract.

### **Terms and Conditions**

All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Tualatin Municipal Code.

The City of Tualatin reserves the right to:

1. Seek clarifications of each proposal.
2. Reject any or all proposals not in compliance with public bidding procedures.
3. Postpone award of the contract for a period not to exceed 60 days from the date of proposal opening.
4. Waive informalities or technical irregularities in the proposals.
5. Select the proposal which appears to be in the best interest of the City.
6. Negotiate with the highest-ranking proposer to obtain agreement on:
  - Consultant's performance obligations and performance schedule
  - Compensation to the Consultant for services outlined in the Scope of Work

If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Evaluation Committee will formally terminate negotiations with that candidate, and begin negotiations with the second highest scoring Consultant.

Any proposed modifications to the Personal Services Agreement must be submitted as part of the Proposal.

### **Proposer Certifications**

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Personal

## EXHIBIT B

Services Agreement (attached as Exhibit B), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith.

2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Personal Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Personal Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Personal Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
7. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

### **Contract Requirements**

The successful consultant will complete a standard City contract in the form of a Personal Services Agreement, see example in Exhibit B.

## SECTION 1: STATEMENT OF PROJECT

### **1.1 Project Background**

The City of Tualatin operates under the council-manager form of government. Policymaking and legislative authority are vested in a City Council consisting of the mayor and six other members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City and for appointing the heads of the various departments. The Council is elected on a non-partisan basis. Council members serve four-year staggered terms. The Mayor is elected to serve a four-year term.

Municipal services are provided by City employees and headed by the City Manager. The City operates its own police department, a municipal court, community development, water, sewer and stormwater utilities, street operations, fleet, building and parks maintenance, administrative services, Parks and Recreation, and a library.

Tualatin's City Council and staff advocate at the state and federal for various policy priorities and funding, as capacity exists. The City of Tualatin is looking for state and federal government affairs and lobbying services from individuals or firms to advocate, support, and connect the City as listed in the below scope of services.

### **1.2 Scope of Services**

The following will serve as a guide as the City has the right to include or not include any of these services to develop the project. The awarded Consultant shall meet the highest standards prevalent in the industry when providing these services.

At the state-level, the Consultant will:

1. Provide strategic and tactical advice and counsel on areas of political influence, government issues, municipal priorities, as well as grants and new funding at the state level.
2. Advise on the development of the City's legislative agenda materials.
3. Assist the City in identifying, pursuing, and securing state and local program funding.
4. Assist City officials and electeds in developing and sustaining long-term relationships with elected and appointed officials; including accompanying and/or developing talking points for City representatives and providing meaningful follow up.
5. Provide timely responses to inquiries from City staff and electeds on legislative activities.
6. Coordinate and facilitate strategy calls with City staff during the Oregon Legislative session and on an as-needed basis throughout the rest of the year.
7. Coordinate and facilitate meetings held between the City Council and the City's local legislative delegation throughout each legislative session.

## EXHIBIT B

At the federal-level, the Consultant will:

8. Assist the City in identifying, pursuing, and securing federal funding.
9. Assist City official and electeds in developing and sustaining long-term relationships with elected and appointed officials; including accompanying and/or developing talking points for City representatives and providing meaningful follow up.

These services will be performed under the authority of the City Council and under the direction of the City Manager or designee.

### **1.3 Deliverables and Schedule**

Deliverables are considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, documents, training, meeting presentations, and reports.

Deliverables and schedule for this project at the state-level include:

1. Advise on the development of the City's legislative agenda materials. Provide support in meeting with officials on topics related to the City's set agenda.
2. Presentation to the Tualatin City Council on legislative efforts prior to the Oregon Legislative Session each year.
3. Develop and provide a written end of session report and presentation to the Tualatin City Council with accomplishments and key actions by the end of July.
4. Prepare and submit quarterly lobbying expenditure reports on behalf of the City of Tualatin, the City Manager, and other staff as required.

Deliverables and schedule for this project at the federal-level include:

5. Develop and provide a written report annually by the end of December highlighting accomplishments and key actions.
6. Prepare and submit quarterly lobbying expenditure reports on behalf of the City of Tualatin, the City Manager, and other staff as required.

All deliverables and resulting work products from this contract will become the property of the City of Tualatin. As such, the Contractor grants the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City.

### **1.4 Term of Service**

The agreement resulting from this RFP will commence on or about May 1, 2024, and be effective from the date of execution through June 30, 2025. The City will also reserve the right to extend the term of the contract for four (4) additional one-year periods. The City will negotiate the extended years separately as to price and work performed.



## SECTION 2: PROPOSAL REQUIREMENTS

### **2.1 Proposal Content**

Proposals are to include, but not necessarily be limited to, the content listed below. Concise proposals without needless duplication are encouraged.

#### **Proposer Requirements**

Any consultant submitting a proposal must meet the following minimum requirements for their proposal to be considered:

- Must be registered with the Oregon Secretary of State to perform business in the State of Oregon;
- Must be registered with the Oregon Government Ethics Commission to conduct lobbying with State legislators and public officials and be in good standing concerning standards of conduct and the filing of periodic expenditure and other required reports.
- Must have experience performing legislative representation and lobbying services for municipal government entities.

#### **A. Cover Letter**

Include a cover letter expressing interest in the project. Include full name of Consultant, RFP contact person, email address, mailing address, and telephone number. A statement in the cover letter shall specifically stipulate that all terms and conditions contained in the RFP are accepted by the Consultant. The letter must be signed by the person(s) authorized to represent the Consultant in any negotiations and sign any Contract which may result.

#### **B. Oregon Statutory Certifications**

Place a signed copy of Oregon Statutory (ORS) Certifications (Exhibit A) immediately behind the cover letter. The City may treat the failure to include this document by the submission deadline as a correctable clerical error.

#### **C. Pricing Proposal**

The proposed fee should include a not-to-exceed amount to perform the scope of services listed in this RFP during the first twelve months of the contract. The total cost should include job classifications, hourly rates, and hours allocated to each task to complete the scope of services. In preparing the pricing proposal, you should incorporate any travel expenses as part of your fee. Mileage and travel expenditures will not be reimbursable.

#### **D. Qualifications & Experience**

Proposer's narrative must demonstrate its experience and knowledge providing lobbying services for municipalities as described in Section 1 above.

List the experience and qualifications of staff and team who will be overseeing the work. Provide relevant information about the project manager and key team members that

## EXHIBIT B

demonstrates their ability to help the City. Describe the availability and commitment of the project manager and key staff throughout the duration of the project.

Provide project descriptions for three (3) recent projects similar in nature to the proposed project, including completion dates, measures that indicate quality and successful project completion, and a client reference name, email address, and phone number. Indicate the involvement of proposed key staff on those or similar projects. Indicate the team's familiarity with the local area. Provide any additional information you believe may be beneficial to the City for this project.

### **E. Work Proposal**

Provide a statement of project understanding, including project objectives, issues to be addressed and potential complications or conflicts. Identify the most significant issues that could affect the project's success and describe your process for mitigating issues.

Describe the proposed approach to performing the work to accomplish the proposed project objectives and tasks listed in the scope of work. Describe how the approach will benefit the City and the implementation of this project. The tasks serve as a general guide for the work and other tasks or methods may be included.

Describe your internal procedures and/or policies associated or related to work quality and cost control.

### **F. Communication and Availability**

Describe your Project Manager's approach to communicating with the City and leading the project. Describe their ability to establish and maintain functional and productive working relationships including their accessibility for interacting with the City of Tualatin's staff and any other tools needed for the project's success. Describe your approach to managing change and address conflicts that may arise during the project, such as scope change, budget changes, externals influences, etc.

### **G. References**

The City will check the references provided for the three (3) recent projects required in Section D above and shall award points based on responses received.

### **H. W-9**

Please include a copy of your firm's W-9. The City may treat the failure to include this document by the submission deadline as a correctable clerical error.

### **I. Writing Style, Completeness and Clarity of Documentation**

Present information in a clear, complete and concise manner, provide effective writing skills for presenting general and technical information, have experience in preparing complex written technical reports and other narrative documents, communicate effectively with both technical and non-technical City representatives and follow directions.

## EXHIBIT B

### ATTENTION:

- Sections A, D, E and F total shall be limited to a total of 15 pages of text.
- 8.5 X 11 pages count as 1 page.
- Two sided pages counts as two pages.
- Each side of 11 X 17 pages count as two pages.
- The limitation does not apply to covers or dividers.

DRAFT

## SECTION 3: EVALUATION & SCORING

### 3.1 Evaluation and Scoring

The evaluation will be based on the technical and administrative capabilities in relation to the needs of the project/task. The Evaluation Committee may hold interviews for this procurement with the highest-ranked proposers, and reserves the right to award a contract without conducting interviews. In the event the City conducts interviews, it shall notify all Proposers in writing, stating which Proposers will be invited to interview.

The number of interviews held and whether to hold interviews will be at the discretion of the Evaluation Committee. If held, the date, time and location of the Interview(s) will be included with the notice to those Proposers selected for interview.

The Evaluation Committee, after review of the proposals and/or Interviews may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response. The City reserves the right to select the proposal which appears to be in the best interest of the City.

I.	Price Proposal:	50 points
II.	Technical Proposal:	100 points (consisting of the following categories)
	Cover Letter	Pass/Fail
	Oregon Statutory Certifications	Pass/Fail
	W-9	Pass/Fail
	Qualifications & Experience	35 points
	Work Proposal	35 points
	Communication/Availability	20 points
	References	10 points
III.	Interviews (if held):	50 points
	<b>Total Possible Points</b>	<b>200 points</b>

### 3.2 Preference for Oregon Goods and Services

Per ORS 279A.120(2), the City shall:

- a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

EXHIBIT C



610 SW Alder Street  
Suite 1008  
Portland, Oregon, 97205  
800.944.2167  
[www.thornrun.com](http://www.thornrun.com)

Daniel Bates  
503.927.2032  
[dbates@thornrun.com](mailto:dbates@thornrun.com)

March 20, 2024

Richard Contreras  
Attn: Contracts & Procurement  
City of Tualatin  
[rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov)

Re: Response to the City of Tualatin's RFP for Legislative Representation and Lobbying Services (RFP 2024-03)

Dear Mr. Contreras,

It is my pleasure to submit this response to the City of Tualatin's Request for Proposals for Legislative Representation and Lobbying Services and proposal to advocate for the City's funding needs and policy goals before the Congress and executive branch agencies in Washington, D.C., and to represent the City before Oregon's State Legislature and Oregon's executive branch. The Thorn Run Partners team would provide you with experienced and knowledgeable state and federal legislative support through both our Washington, D.C., office and our Oregon office. Thorn Run Partners is uniquely situated to provide stellar service in both Washington D.C. and Salem.

Our firm is registered with the Oregon Secretary of State to perform business in the State of Oregon, each of our Oregon personnel is registered to lobby with the Oregon Government Ethics Commission and are in good standing and as this response will outline have unparalleled experience representing municipal governments at the state and federal levels.

I will serve as the lead partner for Tualatin's efforts and am authorized to represent Thorn Run Partners for purposes of this proposal. For purposes of this Request for Proposal, I am also the right point of contact for our firm. All terms and conditions in the RFP are accepted by Thorn Run Partners. I can be

EXHIBIT C

reached at (503) 927-2032 or [dbates@thornrun.com](mailto:dbates@thornrun.com) at anytime. Our address in Oregon is 610 SW Alder, Suite 1008, Portland Oregon 97205.

Sincerely

Handwritten signature of Dan Bates in black ink.

Dan Bates  
Partner

DRAFT



**Thorn Run Partners Qualifications and Experience**

Incorporated in 2010 in Washington, DC, Thorn Run Partners, LLC (TRP) offers a first-in-class, bipartisan government relations and strategic communications practice with extensive experience representing clients on Capitol Hill, in Oregon’s Capitol and before the federal and state executive branches. TRP is a recognized leader among the next generation of government affairs firms. By incorporating traditional lobbying, deep policy expertise, and innovative communications capabilities in one client-friendly platform, TRP approaches every challenge with a truly comprehensive arsenal of skills, strategies, and tactics. At the end of the day, it is geared towards one measurable outcome – our clients’ success.

TRP’s more than 270 clients include local governments, stakeholder coalitions, large and mid-sized corporations, major investment funds, educational entities, and respected nonprofits. We operate in multiple sectors including Education, Energy, Financial Services, Healthcare, Local Governments, Technology, Telecommunications, Transportation, and Water Resources, among others.

Beyond the proposed team for Tualatin, our firm includes a bipartisan group of more than 50 professionals with substantial experience in lobbying the Federal and Oregon governments. Our partners have impressive backgrounds as House and Senate Chiefs of Staff, staff for the House and Senate Appropriations Committees, staff directors of key Congressional Committees, local government veterans and leaders within various Congressional caucuses. Moreover, our professionals focus on covering hearings, issue tracking, legislative monitoring, research, social media, and client team support. Our team condenses substantive information into relevant and concise daily content in addition to our direct, tailored communication to our clients. For a full list of our team and their biographies, please visit our website at [www.thornrun.com/team](http://www.thornrun.com/team).

The TRP team for the City of Tualatin has decades of combined experience successfully representing local governments in Washington, DC and in Oregon. We presently represent scores of local government clients from across the country. Our clients benefit from knowing that our firm is composed of senior lobbyists and researchers, so they can be assured that every task is being performed by a seasoned hand. Additionally, our firm’s members work collaboratively on every client project, sharing our relationships and strategic advice with each other in a cooperative framework that is rare in the consulting world.

***Thorn Run Partners Key Staff***

Dan Bates will serve as lead partner for Tualatin and will serve as the chief liaison between the City and the firm. Greg Burns will be responsible for primary advocacy with the federal delegation and other Washington D.C. policymakers. Tyler Janzen and Katy McDowell will lead the advocacy on the City’s state agenda. The proposed team for has sufficient availability and resources to devote to the City and is fully backed by over 50 firm partners and policy professionals to support our efforts. Rest assured that our team, and the firm collaborates daily and works efficiently to meet each of our client’s objectives. Your client team leaders commit to being responsive to the needs of the City, and will work to proactively engage with Tualatin officials and staff, your Congressional and state legislative delegation and relevant federal and state agencies. Below is a brief summary of each member’s relevant experience.

## EXHIBIT C

### **Daniel Bates**

*Partner*

Daniel Bates is an experienced government relations professional who has been lobbyist, client and a professional manager in a large city. Mr. Bates built his practice helping public and private clients achieve their business objectives by partnering with government at all levels. Mr. Bates joined Thorn Run Partners in 2010 after serving the City of Portland, Oregon, as its Director of Government Relations. Prior to his tenure at the City of Portland, Mr. Bates was an attorney and lobbyist with the legislative practice group at Patton Boggs.

Mr. Bates has represented large and small cities, counties, transit agencies, ports and state governments – helping his clients achieve both funding and policy goals. Mr. Bates has considerable expertise in pursuing client objectives in Surface Transportation Authorization legislation, Water Resources Development Act legislation, annual Appropriations legislation and Energy legislation. Mr. Bates, prior to joining the City of Portland, represented nearly two dozen local governments before Congress and the Administration.

### **Greg Burns**

*Partner*

Greg Burns provides expert advice and strategic counsel to local and regional governments on a wide variety of issues. Greg represents clients ranging from large, urban regions to small, rural communities across the United States. Prior to joining Thorn Run Partners in 2018, Greg spent more than 15 years in leading roles at two other lobbying firms successfully representing government entities.

Greg's personal approach to client service has allowed him to build long lasting relationships with his clients, many of whom have been represented by him for almost twenty years. He has made it a practice to tailor strategies focused on each client's unique needs. He believes it is vital to forge close relationships with clients, relationships built on trust that yield positive results. Greg also spends time getting to know the communities he represents so he can advocate for their priorities most effectively. This dedication to client service has led clients to refer to him as their "secret weapon in D.C."

During his career, Greg has helped clients secure more than \$2 billion in funding for projects as well as deliver policy wins that in some cases dwarf the value of a funded project. Greg successfully helps local governments secure Federal funding for local projects, navigate complicated policy issues, and address regulatory or legislative challenges with Federal agencies or Congress. He believes that proactive and consistent engagement is essential for driving success.

Before joining Thorn Run Partners, Greg spent a decade as a Vice President at Van Scoyoc Associates. Prior to that, he was a lobbyist with another firm for nearly 6 years, helping that firm grow substantially. Before becoming a lobbyist, Greg served on the legislative staff of former Rep. Darlene Hooley of Oregon, where he was responsible for a broad array of issues. Greg also was part of the U.S. Public Interest Research Group's staff in Washington, D.C.

### **Tyler Janzen**

*Vice-President*

Tyler Janzen joined the Thorn Run Partners Oregon team in 2023, bringing with him substantial knowledge of state and local governments. He particularly enjoys advocating for client needs related to budget, finance, and revenue.



## EXHIBIT C

Tyler honed his expertise in Oregon's budgeting process while serving for three years as Chief of Staff to Vice-Chair of the Ways and Means Committee in the Oregon State Legislature. He also served as Legislative Affairs Manager with the Association of Oregon Counties, where he advocated on behalf of county needs related to general governance, revenue, economic development, and veterans' services. Through his county role, Tyler was Governor-nominated and Senate-confirmed to serve on Oregon's Public Record Advisory Committee.

Tyler received the Philip Windsor Dissertation Prize from the London School of Economics and Political Science in 2017 alongside his Master of Science degree in International Relations. He also holds a Bachelor of Arts degree in International Affairs from Lewis & Clark College.

### **Katy McDowell**

*Vice-President*

Katy McDowell joined Thorn Run Partners in 2021, bringing with her thirteen years of experience in state politics. Most recently, Katy served as the Operations Director of Government Relations at a respected Portland based law firm. Her professional background includes navigating all aspects of the Oregon lobbying and legislative process, with a focus on issues related to natural resources, transportation, business and labor, and technology.

Katy has supported clients ranging from local governments to Fortune 500 companies to family-owned businesses. Katy brings extensive experience to advance clients' government relations needs, including coalition management, tracking legislation, and political action monitoring and reporting. She also has experience coordinating campaign coalitions for candidates and ballot measures.

### **Ethan Weil**

*Senior Legislative Assistant*

Ethan Weil joined Thorn Run in 2021, bringing policy advocacy experience from the public, private, and nonprofit sectors. He works primarily with the firm's federal Local Government and Appropriations policy teams, helping to track and analyze key legislative and regulatory processes for a portfolio of state and local government clients.

Prior to joining Thorn Run, Ethan worked at Invariant, a DC-based lobbying firm, supporting the firm's defense and appropriations clients. He also served on Capitol Hill for Rep. Brad Schneider, where he contributed to the Congressman's domestic terrorism prevention and Middle East policy portfolios. Before that, he worked on the Government Relations, Advocacy, and Community Engagement (GRACE) team in the Washington office of the Anti-Defamation League (ADL), where he monitored hate crime prevention legislation at the federal and state government levels.

### **Leah Navarro**

*Senior Legislative Assistant*

Leah Navarro joined Thorn Run Partners in 2021 after graduating from the University of Oregon with a Bachelor of Arts in Cinema Studies and a Bachelor of Arts in Political Science with a focus on Public Policy and Political Action. She previously interned for Activate America as a campaign and project management member during the 2020 Presidential and U.S. Senate elections, undertaking outreach and engagement efforts to inform citizens about voting laws, candidates, and policy issues. Most recently, Leah worked as a legal intern at Cascade Energy, managing legislative and policy research related to business projects and development.

## EXHIBIT C

Leah is focused on Oregon state legislative affairs assisting diverse clients achieve their government relations objectives in Salem. Leah provides quick response updates on legislative action in the Capitol, facilitates seamless interactions between clients and their legislative delegations and legislative leadership and ensures that many components of a legislative strategy continue on time and with positive effect.

### *Firm Accomplishments and References*

#### **Federal Accomplishments**

The TRP team for Tualatin has helped local government clients secure well **more than \$5 billion** for their needs as well as deliver policy wins that in some cases dwarf the value of funded projects. This includes over \$217 million in recent funding for clients as part of the just-released FY 2024 appropriations package, including the following (as examples):

- Contra Costa County – Concord Homeless Shelter and Service Center Roofing Project (\$1.4M), San Pablo Ave. Complete St.-Bay Trail Gap Closure (\$1M), and an Underserved Survivors Support And Safety Program (\$963K)
- Marin Clean Energy’s Enabling Electrification Program (\$850K)
- City of Riverside – Historic Armory (\$2.5M)
- Transportation Agency of Monterey County – Pajaro Pajaro to Prunedale G12 Corridor Project (\$1,811,000)
- City of Gresham – Wastewater Treatment Plant Nitrification Project (\$960,000)
- City of Hanford -- East Lacey Improvement Project (\$7,315,245)
- City of Manteca -- construction of a new Veterans Center (\$850,000)
- City of Lompoc -- RMS/CAD police system upgrade (\$728,000)
- City of West Hollywood - Log Cabin Facility Renovation (\$850,000)
- Del Norte County -- upgrades to Pyke Field (\$500,000)

#### *Transportation Infrastructure:*

The broad array of transportation and infrastructure clients we represent means that we are well-versed in the appropriations and authorizing bills, as well as Executive Branch grants and regulations that will impact Tualatin’s transportation funding efforts. The TRP team has extensive experience advocating to Congress and the Department of Transportation (DOT) modal agencies, including the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and Federal Aviation Administration (FAA) on behalf of transportation agencies and local governments.

The TRP team also works closely with the House Transportation and Infrastructure Committee, the Senate Environment and Public Works Committee, the Senate Commerce, Science, and Transportation Committee, and the Senate Banking, Housing and Urban Affairs Committee on authorization and policy issues. TRP can be a powerful champion on transportation issues important to the City and can emphasize the value of funding opportunities for a variety of transportation needs.

Some of our transportation funding and policy successes over the past few years include:

Competitive grants and Congressionally directed spending (earmarks) on behalf of local government clients:

- \$400 million in 2022 Bridge Investment Program Large Bridge Grant funding for the Golden Gate Suspension Bridge Seismic Retrofit project for Golden Gate Bridge, California

## EXHIBIT C

- \$15 million for a grade separation project, City of Riverside, California
- \$22 million BUILD Grant funding for North Junction in Wichita/Sedgwick County, Kansas to alleviate a traffic bottleneck
- \$18.35 million in BUILD Grant funding for road infrastructure projects in El Paso County, Colorado to support the growing military installations
- \$1 million for a Reconnecting Communities Planning Grant, City of Wichita, Kansas
- \$380,000 to the City of South Salt Lake, Utah for streetscaping along two main arterials, both increasing City beautification efforts and improving pedestrian safety
- \$1.1 million to the City of Pismo Beach, California to complete the last phase of their beach front Promenade
- \$1.5 million for Sumner Area Green Corridor, Unified Government of Wyandotte County and Kansas City, Kansas
- \$1 million for bike/hike trail, Contra Costa County, California
- \$3.18 million for the 181st Ave. Safety Improvements Project, City of Gresham, Oregon

### *Economic Development Workforce Training, Housing*

The TRP Local Government Practice Group has extensive experience working with local and regional governments to help achieve their economic development goals. We work closely with the Economic Development Administration (EDA), the Department of Agriculture (USDA), Department of Housing and Urban Development (HUD), and other Federal agencies to not only secure funding, but also create new opportunities for our client's communities. The EDA provides a good source of funding for public works projects, such as wastewater treatment, roads, and other utilities, that bring high-quality jobs to a community. With HUD, we have a strong rapport with the Offices of Congressional and Intergovernmental Affairs, Community Program Development, Economic Development, and others, working on matters pertaining to the HOME Investment Partnership Program, Community Development Block Grant (CDBG) Program, and Sec. 108 Loan Guarantee Program, Lead Hazard Control, and Healthy Homes, and homelessness issues. Annually, we work to support funding for CDBG, which is often slated for a reduction in the Administration's budget request but funded at stable levels by Congress.

Representative examples of our economic and community development, workforce training, and housing successes are listed below:

- \$1.3 million for renovations to Pioneer Park in Lompoc, California
- \$1.5 million for renovations to Gulfport Senior Center for Gulfport, Florida
- \$500,000 to construct a Japanese Community Center in Santa Maria, California
- \$561,000 for renovations to the Veteran's Memorial Building in Hanford, California
- \$750,000 for a Navigation Center for Manteca, California
- \$791,200 for Equitable Energy Resilience and EV Infrastructure for Sonoma County, California
- \$650,000 for Marin City/Golden Gate Public Housing Energy Efficient Lighting, Marin County, California
- \$2 million for the Electric Vehicle Charging Program expansion for Marin Clean Energy, California
- \$750,000 for a Just Transition Economic Revitalization Plan Project, Contra Costa County, California

### *Water and Wastewater Infrastructure and Environmental Protection*

TRP tackles water resource issues at the Federal level, including drinking water and wastewater improvements, through a multi-pronged approach that includes regulatory intervention, to appropriations for environmental infrastructure projects, to policy reform. Among the many issues we have worked on include reclaimed water, nutrient issues, watershed protection, wetland conservation, coastal restoration, dredging for navigation, onshore and offshore energy exploration, air pollution, pesticides, "Brownfields," the Clean Water Act, Section 404 permitting, and innovative environmental research and development.

## EXHIBIT C

Likewise, we work very closely with the Environmental Protection Agency (EPA), as well as the House and Senate Appropriations Committees, to maintain robust funding for the State Revolving Fund, which provides loan/grant funding to communities.

Funding successes on behalf of our clients include:

- \$2,000,000 to develop the Kaw Point Wastewater Treatment Plant Biosolids Project in the Unified Government of Wyandotte County/Kansas City, Kansas
- \$3,200,000 to develop the Ackerman Septic to Sewer wastewater collection system in Charlotte County, Florida
- Assisted in securing a \$37 million WIFIA loan for the City of Roseville, California for improvements to the City's drinking water infrastructure
- Secured a reauthorization of an aquifer storage and recovery project and \$1 million for the project, City of Wichita, Kansas.

### *Public Safety and Law Enforcement*

Law enforcement issues have broad support among members of Congress, with funding regularly available for police departments, communities, and school districts for hiring programs, technology, crime prevention, and intervention. Our work includes routine advocacy with the Department of Justice and its sub-agencies, including the Community Oriented Policing Services (COPS) office, Bureau of Justice Assistance (BJA), and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), to name a few. Our relationships extend to the congressional committees of jurisdiction, including the House and Senate Committees on the Judiciary, and the House and Senate Appropriations Subcommittee on Commerce, Justice, and Science.

A sample of our clients' successes in obtaining support for law enforcement and crime prevention programs is included below:

- \$550,000 for the Sheriff's Office Computer Aided Dispatch (CAD) and Records Management Systems (RMS) Update in Del Norte County, California
- \$750,000 to integrate mental and behavioral health resources into the justice system in the Unified Government of Wyandotte County/Kansas City, Kansas
- \$1,180,000 for the Policing the Teen Brain/Strategies for Supporting Youth in the Community program for Contra Costa County, California
- \$1 million for the Transition Aged Youth Diversion program for Contra Costa County, California
- \$1 million to establish the Contra Costa Crisis Services Hub, Contra Costa County, California
- \$1 million for a Mobile Crisis Response Team (MCRT) Expansion Project for Contra Costa County, California

### **State Accomplishments**

#### Port of Hood River, Oregon

The Port of Hood River, is one of the few jurisdictions in Oregon that owns a toll facility – the Hood River/White Salmon Bridge that crosses the Columbia River. The facility, though crucial to interstate and intrastate travel, is not on the ODOT priority list for funding. The bridge needs to be replaced as it is seismically vulnerable and well beyond its expected lifespan. Thorn Run Partners helped secure \$30 million in legislatively directed state transportation funds to complete the Draft Environmental Impact Statement and bring the project to the doorstep of construction. The firm also assisted the Port in advancing legislation that allowed the Port to consider public/private partnership project finance opportunities as well as legislation that has facilitated the creation of a bi-state bridge authority for the bridge. The firm also

## EXHIBIT C

helped the Port secure over \$2 million in lottery funds to replace a wastewater/stormwater line that had failed.

### City of Gresham

The City of Gresham retains Thorn Run Partners to represent the City at both the state and federal level and has successfully engaged the state legislative process to secure millions in capital construction projects for the City ranging from parks and water infrastructure to affordable housing and facilities for key community partners. The City has also built a successful partnership with the state that has generated nearly \$15 million for youth violence prevention programming. The City has actively engaged on policy discussion in the legislature whether that is pass legislation focused on how property taxes are calculated in East Multnomah County, how the strategic investment program works or taking the lead in coalition efforts that would disproportionately impact Gresham.

### Funding for Outdoor School

Thorn Run Partners has assisted Friends of Outdoor School in securing nearly \$200 million in Oregon lottery funds over 8 years. The firm generated support from around the state, helping motivate Outdoor school stakeholders to weigh in with legislators in an appropriate and professional manner to support voter approved funding. The effort required securing bipartisan support from nearly every region of the state, while working through the Ways and Means process to ensure that Ways and Means leadership and the leadership of the Senate and House remained supportive of the funding. In addition, the effort required Thorn Run Partners, with its client, to convince legislative leadership to support a funding level higher than was in the Governor's proposed budget in the original campaign.

### **References**

#### City of Gresham, Oregon – Federal and State Representation

Larry Morgan, Government Relations and Policy Advisor, City of Gresham | (503-522-4452) | [larry.morgan@greshamoregon.gov](mailto:larry.morgan@greshamoregon.gov)

Members of Tualatin team on this contract: Dan Bates, Tyler Janzen, Katy McDowell, Greg Burns

The City of Gresham retains Thorn Run Partners to represent the City at both the state and federal level and has successfully engaged the state legislative process to secure millions in state funding for capital construction projects for the City ranging from parks and water infrastructure to affordable housing and facilities for key community partners. The City has also built a successful partnership with the state that has generated significant funding for youth violence prevention programming. The City has actively engaged on policy discussion in the Legislature from passing legislation focused on how property taxes are calculated in East Multnomah County, to how the strategic investment program works or taking the lead in coalition efforts that would disproportionately impact Gresham.

Likewise, at the federal level the City has been successful in partnership with Thorn Run Partners in securing Congressionally directed spending (earmarks) ranging from parks to transportation projects to water infrastructure projects. The firm has assisted the City in securing millions of dollars in public safety grants for firefighters and police over the past decade. Some of our successes include:

- \$3 million state appropriation for Housing Redevelopment at former K-Mart site
- Over \$15 million in state appropriation (since 2011) for the East Multnomah Opportunity, Intervention/East Multnomah Gang Enforcement Taskforce programs.
- \$967,000 in federal appropriation for Gresham Wastewater Plant Nitrification Project.

## EXHIBIT C

- \$2 million in federal appropriation for Gradin Community Park
- \$3.2 million in federal appropriation for safety improvements to 181<sup>st</sup> Avenue

### Oak Lodge Water Services, Oregon – State and Federal Representation

Sarah Jo Chaplen, Executive Director (retiring) | (503) 654-7765 | [sarahjo@olws.org](mailto:sarahjo@olws.org)

Brad Albert, Interim Executive Director | (503) 353-4202 | [brad.albert@olws.org](mailto:brad.albert@olws.org)

Members of Tualatin team on this contract: Dan Bates, Tyler Janzen, Greg Burns

Oak Lodge has retained Thorn Run Partners to represent the Authority's needs in Washington D.C. and in Salem. Federal advocacy begin in the summer of 2023 and we expect will bear federal partnership in the coming years. In that same short time, the firm worked with Oak Lodge to secure \$3 million for its water infrastructure project with the State Legislature in its short 2024 session.

### City of Hanford, California – Federal Representation

Mario Cifuentez, City Manager | (559) 799-7342 | [mcifuentez@hanford.city](mailto:mcifuentez@hanford.city)

Members of Tualatin team on this contract: Greg Burns, Ethan Weil

Thorn Run represents the City of Hanford with a focus on securing congressional directed spending and federal grants for the City. The firm's work on behalf of the City has led to federal appropriations ranging from transportation to veterans related capital projects. The firm successfully fought back against the federal redefinition of urban areas in the country that would have negatively impacted the receipt of federal transportation funding for the City of Hanford. Some of our successes include:

- \$7,315,245 for the East Lacey Corridor Improvement Transportation Project in the Fiscal Year 2024 Transportation, Housing and Urban Development bill.
- \$1 million from the Department of Agriculture to develop an urban forestry program via a competitive grant application.
- Nearly \$8 million in Fiscal Year 2023 funding:
  - \$561,000 for the Hanford Veterans and Seniors Building Renovation and Improvements Project
  - \$2.1 million for the Hanford Intercity Rail Station Community Safety and Accessibility Enhancement Project in the
  - \$5 million for the Kings County Regional Multimodal Transit Center

### Del Norte County – Federal Representation

Neal Lopez, County Administrative Officer | (707) 464-7214 | [Nlopez@co.del-norte.ca.us](mailto:Nlopez@co.del-norte.ca.us)

Members of Tualatin team on this contract: Greg Burns, Ethan Weil

Greg Burns has represented the County for more than 15 years. The firm's work on behalf of Del Norte County has been extremely varied ranging from Congressionally directed spending (earmarks) and spending authorizations in water infrastructure and airport legislation. The firm also assisted the County as it joined other local governments in the past decade fight for key funding streams such as COPS, CDBG and Payment in Lieu of Taxes. Some of our successes include:

- \$3.08 million earmark for County jail improvements
- \$450,000 earmark to update the Sheriff's Office Computer Aided Dispatch (CAD) and Records Management (RMS) Systems

## **Thorn Run Partners Work Proposal**

### Project Understanding

Most issues that face local governments require a variety of different partnerships ranging from local community organizations to other government bodies. Often federal and state governments, through their project finance capabilities or regulatory powers, must be engaged on local issues to achieve a positive solution. The City of Tualatin's relationships with its own federal delegation, federal executive agencies, the White House, and Congressional committee leadership offices are the key to determining whether a relationship with the federal government on any particular project will be successful. Likewise, the City's relationship with its state legislative delegation, Committee and caucus leadership, and the Governor's office can be critical to Tualatin's success. Thorn Run Partners has the experience and relationships to ensure that Tualatin is able to achieve its state and federal agendas.

### Federal Relations

Tualatin's approach to the federal government should be broad-based in terms of scope, but narrow with regard to focus. Tualatin may have targeted regulatory needs that require their federal representative to advocate on its behalf before executive agencies. The breadth of municipal issues means that Tualatin could have an issue before the Department of Justice, the Corps of Engineers or the Federal Emergency Management Agency.

While the previous decade, the strategy for securing federal funding partnership did not include earmarks, their return over the past three fiscal years have made federal representation all the more critical. In addition, to tracking and participating in the annual appropriations process established by the City's federal delegation and relevant Appropriations Subcommittees, the importance of working with the Administration on securing discretionary funding remains. This requires an understanding of the federal budgeting process, advocacy experience at the agencies, and a knowledge of funding trends. The role of Congressional involvement in project finance remains important. The City must convince its delegation to weigh in on its behalf with the Administration in support of funding requests and work with the Appropriations Committees to develop funding streams that uniquely serve the City's interests.

Unlike many interests in Washington, D.C., the City has a diverse agenda and must pay close attention to a broad spectrum of issues. Tualatin's interests may include infrastructure (surface, water and environmental), economic development, sustainability, community services, public utilities, public safety and emergency response, housing and energy. Undoubtedly, each year brings a new issue. Tualatin needs a federal representative that monitors the breadth of Congressional and regulatory action, but also synthesizes it in regular and targeted communication relevant to Tualatin. While national organizations such as the US Conference of Mayors and the National League of Cities provide great advocacy on broad issues, Tualatin's interests are unique and needs its federal representative to focus on those issues that specifically affect Tualatin.

### State Relations

The City of Tualatin is a top twenty city in Oregon by population and a key residential and employment hub in the Portland Metropolitan Region and thus has a significant role to play in the development of state policy that affects local governments and its residents. To ensure that Tualatin's funding needs are met and that the State remains a good partner with the City in the delivery of services, Tualatin's regional legislative delegation should be well briefed on the important issues to the City and is willing to defend the City's interests against competing interests at the State Capitol. Likewise, the City needs to maintain a positive relationship with the Governor and the Executive Branch.

## EXHIBIT C

The pace of the legislative process in Oregon demands an everyday presence in the Oregon Capitol during the legislative session. While the City's specific agenda compared to those of local government organizations such as the League of Oregon Cities may be narrow, without continual pressure, your proactive efforts will fail, and without constant attention, damaging pieces of legislation pass. Moreover, the City will need to engage the Ways and Means budgeting process, which requires significant behind-the-scenes work early in a legislative session and interim before the more public work begins late in a legislative session.

### ***Thorn Run Partners Role***

Tualatin's state and federal representative should help it develop an aggressive but obtainable agenda. With offices both in Oregon and Washington D.C., Thorn Run Partners can help craft strategies for a successful agenda at both the state and federal level. Having a firm that is attuned to the political dynamics in both locations is critical for Tualatin.

Tualatin's presence in Washington D.C. is important, and Thorn Run Partners would arrange for meetings in Congress and at the federal agencies for Tualatin elected officials and staff. Our efforts would include briefing materials in advance of the meetings, taking care of the arrangements for the meetings, joining Tualatin at the meetings, and following up with Congressional offices after the meetings. Similarly, we realize that Tualatin officials may be in Washington D.C. at other times during the year for city business or even personal trips and want to make the best use of their time. Thorn Run Partners stands ready to set up meetings and join Tualatin officials in those meetings.

Thorn Run Partners would meet with State Legislators during and outside of the legislative session to build the case for the City's agenda. In addition to advocacy, Thorn Run Partners would also shepherd Tualatin-initiated legislation through the technical process of finding bill and amendment sponsors and ensuring that legislation is accurately drafted and properly introduced. Finally, during the legislative session, Thorn Run Partners will work to ensure that legislation clears the requisite legislative hurdles and passes the Legislature.

Thorn Run Partners has a significant presence in the Capitol during state legislative sessions and interim Committee Days (when all legislators return to the Capitol for committee meetings). Likewise, during the interim between legislative sessions, the Thorn Run Partners team routinely meets with legislators and participate in legislative activities such as workgroups. The firm has good bi-partisan relationships, and long term relationships with caucus leadership and relevant Committee leadership.

Thorn Run Partners is in regular communication with the Governor's team in both the interim and during the legislative session. The Thorn Run Partners team works regularly with the Governor's staff on a wide variety of issues. The firm has worked closely with most state agencies with which the City interacts. Over the interim and during the session, Thorn Run Partners would meet with relevant state agencies and the Governor's office to ensure the success of any legislative effort and the rulemaking that proceeds from a successful effort.

### **Project Approach and Schedule**

#### ***Workplan and Timelines***

City of Tualatin officials should view the Thorn Run team as part of their team - seeking their advice, giving direction to them, collaborating on legislative strategy and communicating about the state of play on the



## EXHIBIT C

City's legislative priorities. Thorn Run Partners brings to the Tualatin team a federal and state lobbying team that is intimately familiar with Oregon, the State Legislature and regional politics.

### **Planning**

It is important to understand the flow of any government affairs work-plan against the backdrop of the federal and state legislative calendars. A typical work-plan will begin with a federal planning process in the fall and early winter, leading to the introduction and early advocacy on a federal agenda at the start of the next year, with continued advocacy, monitoring, and communication from the spring through fall. The Oregon legislative cycle requires state agenda planning in the summer and early fall, with introduction of the agenda and the advocacy for the agenda occurring in the fall and winter and then through out the long and short legislative sessions each year.

Thorn Run Partners would want to meet with City of Tualatin's elected and appointed leadership and city department staff to understand problems, priorities, and identify opportunities. By understanding the details of the City's operations and issues, programmatic and capital budget priorities, statistics, and strategic vision, Thorn Run will be able to proactively identify federal and state opportunities or challenges. For the state legislative agenda planning process, we recommend an earlier planning session each year to prepare for the coming legislation – July or August are good times to conduct this meeting.

### **Federal Implementation**

Through October, November and December, we will work with Tualatin officials to identify viable projects for possible federal assistance. Together with the City, we will prepare briefing material that outlines Tualatin's agenda and Thorn Run will Partners introduce the agenda to the City's federal delegation, relevant committee staff and appropriate federal agencies. In February and March, we prepare and submit programmatic appropriations forms. We support Tualatin's Congressional delegation in advocacy through the spring and summer.

Part of the anticipated scope of work is determining what City priorities are appropriate for competitive grants and helping the City prepare strategic applications. Through out the year, Thorn Run Partners will keep the City abreast of new grant opportunities and leverage political support for those grants that Tualatin decides to pursue. Moreover, Thorn Run Partners will review the President's budget to identify new funding opportunities for the City.

We would expect that City of Tualatin officials would come to Washington D.C. in the spring for a series of meetings with members of Congress, Committee staff and relevant Administrative Agencies. Thorn Run would set up all meetings, ensure that participating City officials are fully briefed on the trip and Thorn Run would attend each of the meetings.

### **State Implementation**

In a typical year, after developing the state agenda in conjunction with the City staff, Thorn Run Partners would start meeting with State Legislators in late summer/early fall to build the case for the City's agenda. In addition to advocacy, Thorn Run Partners will shepherd any proactive legislation through the technical process of finding bill and amendment sponsors and ensuring that legislation is accurately drafted and properly introduced. Finally, during the session Thorn Run Partners will work to ensure that legislation clears the requisite legislative hurdles and passes the Legislature and is signed by the Governor.

Thorn Run Partners monitors legislation through a tracking system for its state legislative clients and would monitor legislation both prior to and during the legislative session and keep the City abreast of any

## EXHIBIT C

concerning legislation or legislation that may provide opportunities. Mr. Janzen and Ms. McDowell are well known among both the statewide local government lobby as well as the metropolitan area local government lobby and would collaborate with the representatives of other local governments as needed to build coalitions and share political intelligence.

Thorn Run Partners has a significant presence in the Capitol during state legislative sessions and interim Committee Days (when all legislators return to the Capitol for committee meetings). Likewise, during the interim between legislative sessions, Mr. Janzen and Ms. McDowell routinely meet with legislators and participate in legislative activities such as workgroups.

At both the federal and state level, Thorn Run Partners ensures that its personnel and client obligations with regard to lobbying registration and reporting requirements are met. We work with clients each quarter to ensure this work is performed well and have both the in-house expertise and relationships with the regulatory agencies to track down questions or work through new scenarios.

Thorn Run Partners' representation can be broken into several areas: 1) state and federal agenda development; 2) agenda implementation; and 3) issue monitoring and reporting.

### Development of the Tualatin's State and Federal Agenda

Thorn Run Partners will:

- Assist Tualatin in developing, drafting, and implementing the City's federal agenda and strategy for the 1<sup>st</sup> Session of the 119th Congress;
- Assist Tualatin in developing, drafting, and implementing the City's state agenda and strategy for the 2025 and 2026 Legislative Sessions;
- Evaluate appropriate funding opportunities, authorized programs, competitive grant programs, and possible agency discretionary grants;
- Develop policy papers, background materials, and other information to use in updating Tualatin officials regarding developments, threats and opportunities; and
- Monitor and distribute grant announcements, and other funding solicitations.

### Strategic Implementation of Tualatin's State and Federal Agendas

Thorn Run Partners will:

- Provide strategic and tactical advice and counsel on areas of political influence, government issues, municipal priorities, as well as grants and new funding
- Presentation to City Council on legislative efforts prior to the Oregon Legislative Session each year.
- Assist or manage all aspects of City official travel to Washington, D.C., including developing a full and strategic itinerary, scheduling meetings with Members of Congress, Congressional staff, Administration officials and Executive agency representatives, providing a recommended agenda, preparing background briefing papers and following up on the meetings;
- Manage ongoing work with Congressional staff throughout the legislative or appropriations cycle;

## EXHIBIT C

- Identify and create opportunities for Tualatin leaders to testify before Congress and the State Legislature and draft testimony or other communications to Congress, the State Legislature and to the Administrative Branches;
- Assist in the preparation of necessary federal and state appropriations forms;
- Help to provide written comments on state and federal executive branch rulemaking;
- Facilitate additional opportunities for City leadership to interact with Congressional, State Legislative and Administration representatives to promote a federal agenda, including potential visits to Tualatin;
- Review Tualatin's state and federal grant proposals being prepared for submission;
- Prepare briefing and advocacy materials for Tualatin throughout each stage of the legislative process from committee action to floor debate to Conference negotiations;
- Identify and pursue agency waivers or barrier removals in response to Tualatin's operational or program concerns;
- Manage ongoing advocacy work with State Legislators, Committee and other relevant staff throughout the state legislative cycle;
- Work with relevant associations and stakeholder groups to achieve common agendas and collect political intelligence;
- Develop, when appropriate, a proactive, comprehensive itinerary for Tualatin to connect with relevant state officials, and provide a recommended agenda and background information for meeting participants; and
- Schedule meetings and assist in preparation and follow-up with State Legislators, staff, Administration officials and Executive agency representatives.

### Issue Monitoring and Reporting

Thorn Run Partners will:

- Act as Tualatin's "eyes and ears" in Washington, D.C., and Salem, to keep the City fully informed on issues related to the City's legislative objectives;
- Track and analyze key legislative, administrative, or regulatory activity that might affect Tualatin and proactively advise and counsel the City on recommended steps;
- Analyze the President's and Governor's budget proposal and its impact on the City; and
- Assess each stage of applicable federal appropriations bills and state budget bills and funding impacts on Tualatin.
- Prepare and deliver Oregon end-of-session reports and year-end federal reports for the City.

### *Communication with the City*

Establishing lines of regular communication will ensure accountability while allowing flexibility to handle rapidly developing and complex issues. Thorn Run Partners also provides regular updates regarding relevant bills, amendments, committee reports, rules and draft regulations with an accompanying analysis on the information as it pertains to Tualatin's priorities. Although we will communicate as the City prefers, at a minimum we recommend a brief, regularly scheduled weekly or bi-weekly conference call to report on the past weeks' efforts and plan for the coming weeks. However, we expect daily contact with Tualatin staff by phone and email, as well as frequent written summaries. Regular communication and interaction allows us to help generate ideas, measure progress and better adapt strategies to achieve the City's legislative objectives.

**Thorn Run Partners Pricing Proposal**

We believe that the City of Tualatin should expect an incredibly comprehensive level of federal and state government relations support from its consultants. While no firm can or should guarantee success in the arena of lobbying, we believe that Tualatin would find a significant return on their investment. We propose a monthly retainer of \$10,000 with a cost not to exceed of \$120,000 for the first year of the relationship. All costs (including non-extraordinary travel) incurred by Thorn Run Partners would be borne by Thorn Run Partners.

All of our retainer agreements include a 30-day “out clause” by which a client may terminate the contract at any time for any reason. We find this gives our clients the confidence necessary to commit to a retainer agreement.

The RFP seeks a Pricing Proposal that includes job classifications, hourly rates, and hours allocated to each task. While the industry standard is a monthly retainer and Thorn Run Partners does not ascribe billing rates to its personnel, an estimate (the estimated amount of time spent on the City of Tualatin per month (84 hours) against the monthly retainer proposed) is \$128.00 an hour. Below is our formal response to the question. Each of our partners and vice-presidents has the same estimated billing rate.

**Monthly Task, Hours and Rate**

- A. Fee by phase, task and total hours
  - (1) Legislative Monitoring: 22 hours x \$119.00 per hour = \$2,618
  - (2) Legislative Advocacy: 32 hours x \$119.00 per hour = \$3,808
  - (3) Communication with Client: 18 hours x \$119.00 per hour = \$2,142
  - (4) Materials Preparation: 12 hours x \$119.00 per hour = \$1,428
- B. Total Hours by Staff Classification
  - (1) Partners - 62 hours x \$119.00 per hour = \$7,378
  - (2) Vice-Presidents - 22 hours x \$119.00 per hour = \$2,618



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Mike McCarthy, City Engineer  
**DATE:** May 13, 2024

---

**SUBJECT:**

Consideration of **Resolution No. 5773-24** Increasing the Construction Contract Authorization Amount for the Neighborhood Traffic Safety Program Phase 2 Project.

**RECOMMENDATION:**

Staff recommends that Council approve the resolution authorizing the City Manager to execute change orders to a contract with Brown Contracting Inc. for the Neighborhood Traffic Safety Program Phase 2 Project for up to 15% of the original contract amount of \$469,397.

**EXECUTIVE SUMMARY:**

The original contract is building new sidewalk, curb ramps, a curbed walkway, and flashing lights at a crosswalk along 67<sup>th</sup> and 68<sup>th</sup> Avenues and Sagert Street in the Eastern portion of Tualatin.

As the contractor was preparing to construct new sections of sidewalk along 68<sup>th</sup> Avenue and along Sagert Street, nearby portions of existing sidewalk were identified as being in poor condition. After review, staff determined that replacing the damaged sections of sidewalk as part of this project will result in cost savings to the City and the work being accomplished in a more efficient manner.

While the additional cost of this work is slightly more than the 10% allowance for Change Orders previously authorized by Resolution 5722-23, staff believes leveraging this existing project most efficiently accomplishes these needed improvements.

**OUTCOMES OF DECISION:**

Adopting the resolution and authorizing contract execution would allow construction of this work as part of this existing contract.

**FINANCIAL IMPLICATIONS:**

Funds for this work are available in the Transportation Project Fund.

---

**ATTACHMENTS:**

Resolution No. 5773-24 Increasing Construction Contract Authorization Amount

RESOLUTION NO. 5773-24

A RESOLUTION INCREASING THE CONSTRUCTION CONTRACT AUTHORIZATION AMOUNT FOR THE NEIGHBORHOOD TRAFFIC SAFETY PROGRAM PHASE 2 PROJECT, PART OF THE TUALATIN MOVING FORWARD PROGRAM

WHEREAS, on August 28, 2023 Council authorized the City Manager to execute a contract with Brown Contracting, Inc. in the amount of \$469,397 for construction of the Neighborhood Traffic Safety Phase 1 Project, part of the Tualatin Moving Forward Program, and to execute Change Orders totaling up to 10% of the original contract amount;

WHEREAS, the improvement need and opportunity was identified for the City of Tualatin to expand this contract for additional sidewalk improvements along 68<sup>th</sup> Ave and Sagert Street in the project area;

WHEREAS, expanding this existing contract allows these improvements to be made more efficiently than as a stand-alone project;

WHEREAS, there are funds available for this additional work in the Transportation Project Fund.

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

**Section 1.** The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 15% of the original contract amount authorized on August 28, 2023.

**Section 2.** This resolution is effective upon adoption.

Adopted by the City Council this 13th day of May, 2024.

ATTEST:

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
City Recorder

BY \_\_\_\_\_  
Mayor



# CITY OF TUALATIN

---

## Summer Programs Preview

# 2024



# Blender Dash

Saturday, June 8

800-1,000 kids



# Library

Exploring our world through stories, making, music and more.





# Library

Kickoff Weekend June 14-16



**Adult  
programs**

**Maker in Residence  
Workshops**

**Library**

# Viva Tualatin!

Saturday, July 13

Tualatin Community Park



# Summer Camp

Grades 1-6

Grades 7-10

- 8 weeks
- 432 kids

- 8 weeks
- 94 teens



# Concerts in the Parks



July 12 | Red Light Romeos | Community Park

July 26 | Stump City Soul | Atfalati Park

August 9 | Rockit Radio | Lake of the Commons

August 23 | Glass of Hearts | Jukebox Heroes | Community Park

Lunchtime Concerts at the Lake of the Commons

July 17 | Tony Smiley    August 14 | CJ Mickens Duo



# Library and Event Volunteers

## Summer Teens & Tweens

- 45 youth supporting the library



## Blender Dash and iViva

## Tualatin! Volunteers

- 200+ people supporting events

# Parks Volunteers



## TEAM Tualatin

- 45 youth making a difference in our parks, trails, and restoration sites

## Hug a Park/Trail/Tree

- 10 corporate and group projects scheduled

## DIY Volunteers

- 50 volunteers picking up litter throughout the community





# Tualatin Police Department

## Tualatin Police Department H.E.R.O.E.S Summer Camp

- Students entering 6th-9th grade
- 4 one week sessions
- Social & educational opportunities

## National Night Out

- First Tuesday in August
- Get to know neighbors
- Give crime & drugs a going-away party



# Juanita Pohl Center

Wellness & Longevity | Trips & Travel | Lifelong Learning

## Summer 2024 Program Highlights:

- Stand-Up Paddleboarding
  - June 25
- Nordic Walking
  - June 7, 14, August 2, 9
- Bat Adventures in the Park
  - August 8
- Caves, Canoes, & Meteors Overnight Trip  
August 11-12



# Recreation Partners

- Skyhawks Sports Camp
- Tualatin Youth Sports Leagues
- Tualatin Historical Society
- Tualatin Pickleball Club





**THANK  
YOU!**



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Steve Koper, AICP, Assistant Community Development Director  
Erin Engman, AICP, Senior Planner

**DATE:** May 13, 2024

---

**SUBJECT:**

Consideration of **Ordinance No. 1485-24**, city-initiated updates to the Tualatin Development Code (File No. PTA 24-0001).

**RECOMMENDATION:**

The Planning Commission has unanimously recommended that Council approve 1485-24 adopting the Short-Term Priority Code Bundle (PTA 24-0001).

**EXECUTIVE SUMMARY:**

At the April 22, 2024 Council Hearing, staff presented the “Short-Term Priority Code Bundle” that proposed updates amend the Tualatin Development Code (Chapters 39, 53, 54, 57, and 80). The plan text amendment was divided between Ordinances 1484-24 and 1485-24.

Ordinance 1484-24 was unanimously approved on April 22, and will amend Chapters 39, 53, 54, and 57 of the Tualatin Development Code to expand and modernize permitted land uses in various commercial zoning districts in support of economic enterprise.

Ordinance 1485-24 is before you tonight. This ordinance will amend Chapter 80 of the Tualatin Development Code to expand the hours of operation for retail and medical dispensaries. At the April 22 hearing, there was testimony both in favor and against the proposal. The ordinance had first and second reading by title only, but because the vote to adopt the ordinance was not unanimous, it must come back for a third reading prior to a vote to adopt.

**OUTCOMES OF DECISION:**

If approved, Ordinance 1485-24 will adopt the Short-Term Priority Code Bundle (PTA 24-0001) to amend Chapter 80 of the Tualatin Development Code to expand the hours of operation for retail and medical dispensaries.

**ALTERNATIVES TO THE RECOMMENDATION:**

- Continue the discussion to a later date
- Approve the amendments and adopt the Ordinance with additional changes
- Deny the amendments and decline to adopt the Ordinance

**FINANCIAL IMPLICATIONS:**

Approval of Ordinance No. 1485-24 will advance Comprehensive Plan Goal 4.2 to support business retention, growth, and attraction in ways that strengthen the local tax base.

---

**ATTACHMENTS:**

Ordinance 1485-24

-Attachment A - Presentation

-Exhibit 1 - Findings and Analysis PTA 24-0001

-Exhibit 2 - Short-Term Priority Code Bundle PTA 24-0001

-Exhibit 3 – Noticing Materials

-Exhibit 4 – Public Comments

ORDINANCE NO. 1485-24

AN ORDINANCE RELATED TO LAND USE; AMENDING TUALATIN  
DEVELOPMENT CODE CHAPTER 80; PTA 24-0001.

WHEREAS, the Tualatin Development Code (TDC) establishes the land use and development requirements of the City;

WHEREAS, the City initiated Plan Text Amendment (PTA 24-0001) known as the Short-Term Priority Code Bundle, to expand and modernize permitted land uses in support of business retention, growth, and attraction (Comprehensive Plan Goal 4.2);

WHEREAS, the City provided notice of the proposed amendments to the Oregon Department of Land Conservation and Development, as provided in ORS 197.610;

WHEREAS, the City provided notice to government agencies and other interested parties, as required by TDC 32.250 and TDC 33.070;

WHEREAS, a public hearing was held before the City Council of the City of Tualatin on April 22, 2024 and May 13, 2024, to consider adopting the proposed amendments;

WHEREAS, at the public hearing, the Council heard and considered the testimony and evidence presented by City staff, and those appearing at the public hearing, and approved the proposed amendments; and

WHEREAS, the Council finds the proposed amendments to be in the best interest of the residents and inhabitants of the City and the public, the public interest will be served by adopting the amendments at this time, and the amendments conform to the Tualatin Comprehensive Plan and the Tualatin Development Code.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** Tualatin Development Code (TDC) Chapter 80 is amended as follows:

[...]

**TDC 80.070. Cannabis Facility Operating Restrictions.**

- (1) Retail sales and medical dispensary Cannabis facilities are restricted to the following operating hours:
  - (a) The hours of operation that a retail sales Cannabis facility may be open to the public is between 740:00 a.m. and 108:00 p.m. of the same day.
  - (b) The hours of operation that a medical dispensary Cannabis facility may be open to registry identification cardholders is between 740:00 a.m. and 108:00 p.m. of the same day.
- (2) All Cannabis facilities must comply with the following operating restrictions:
  - (a) Comply with the restrictions on edible Cannabis as provided in TDC 80.100;

- (b) All Cannabis odors and other objectionable odors must be confined to levels undetectable at the property line;
- (c) Primary entrances must be located on street-facing facades and clearly visible from a public or private street; and
- (d) Outdoor storage of merchandise, plants, or other materials is prohibited.

[...]

**Section 2. Findings.** The Council adopts the Findings and Analysis as set forth in Exhibit 1, which is attached and incorporated by reference.

**Section 3. Severability.** Each section of this ordinance, and any part thereof, is severable. If any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

**Section 4. Effective Date.** As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

ADOPTED by the City Council this 13<sup>th</sup> day of May, 2024.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Recorder





## ANALYSIS AND FINDINGS SHORT-TERM PRIORITY CODE BUNDLE

April 22, 2024

---

Case #:	PTA 24-0001
Project:	Short-Term Priority Code Bundle
Procedure:	Type IV-B, Legislative

---

### TABLE OF CONTENTS

<b>I. INTRODUCTION</b> .....	<b>2</b>
A. Applicable Criteria .....	2
B. Project Description.....	2
C. Exhibits .....	2
<b>II. PLANNING FINDINGS</b> .....	<b>3</b>
A. Oregon Statewide Planning Goals .....	3
B. Oregon Administrative Rules .....	5
C. Metro Code.....	7
E. Tualatin Development Code .....	8

**I. INTRODUCTION**

**A. Applicable Criteria**

Applicable Statewide Planning Goals; Oregon Administrative Rules Chapter 660 Divisions 12 and 18; Tualatin Comprehensive Plan Chapter 4 and Tualatin Development Code Chapters 32 and 33.

**B. Project Description**

At the beginning of 2024, City Council directed staff to work on a bundle of legislative plan text amendments that benefit business retention, growth, and attraction, as summarized in the table below.

**Table 1—Summary of proposed code amendments**

CHAPTER	TITLE	PROPOSED AMENDMENT
39	Use Categories	<ul style="list-style-type: none"> <li>• Use definition additions in support of amendments.</li> <li>• Adds battery electric vehicle showroom as an example of Durable Good Sales; clarifies that outdoor storage of automobiles or sales of automobiles that are not battery electric vehicle showrooms or automobile leasing offices is not permitted in any zone.</li> </ul>
53	Central Commercial Zone	<ul style="list-style-type: none"> <li>• Adds retail sales of home improvement materials and supplies as a limited Durable Goods Sales use. This use is subject to a square footage limitation of 65,000 square feet.</li> <li>• Corrects dated code citation for temporary use permit.</li> <li>• Clarifies approval criteria for an outdoor storage conditional use.</li> </ul>
54	General Commercial Zone	<ul style="list-style-type: none"> <li>• Adds Health and Fitness Facility as a Commercial Recreation use.</li> <li>• Outdoor fitness facility uses are subject to additional standards and limitations.</li> </ul>
57	Mixed Use Commercial Zone	<ul style="list-style-type: none"> <li>• Adds Battery Electric Vehicle Showroom as a Durable Goods Sales use.</li> <li>• Battery electric vehicle showroom uses are subject to additional standards and limitations.</li> </ul>
80	Cannabis Facilities	<ul style="list-style-type: none"> <li>• Expands hours of operation for cannabis facilities &amp; medical dispensaries.</li> </ul>

**C. Exhibits**

2. Short-Term Priority Code Bundle PTA 24-0001
3. Noticing Materials

## **II. PLANNING FINDINGS**

### **A. Oregon Statewide Planning Goals**

#### **Goal 1 – Citizen Involvement**

**To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.**

**Finding:**

*Legislative amendments are subject to the public notification requirements specified in TDC 32.250, which include newspaper notice of the City Council hearing. On March 20, 2024, the City of Tualatin will hold a public Planning Commission meeting, to discuss the proposed amendments and to gather input. Additionally, interested parties will be informed that public testimony may be received during the City Council hearing tentatively scheduled for April 22, 2024. Any comments submitted by the community will be included in the City Council hearing packet. Each form of engagement is described in detail below.*

**Planning Commission Public Meetings:**

*A “hybrid” in-person and virtual Planning Commission public meetings was held on March 20, 2024. The Tualatin Planning Commission serves as the committee for citizen involvement in the Land Conservation and Development Commission planning process. They review, advise, and make recommendations to City Council on matters affecting land use planning.*

**Public Notice:**

*The Oregon Department of Land Conservation and Development (DLCD) was notified of subject amendments in accordance with the minimum number of days required by ORS Chapter 197. The City Council hearing was noticed in accordance with TDC 32.250. (See Exhibit C.2).*

*The proposed amendments conform to Goal 1.*

#### **Goal 2 – Land Use Planning**

**To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.**

**Finding:**

*The City of Tualatin’s Comprehensive Plan and Development Code provide an acknowledged and established land use planning process and policy framework which service as the basis for all decisions and actions related to land use, and include approval criteria to assure than an adequate factual base is provided for those decisions and actions. The proposed text amendments to the Tualatin Development Code have been processed in accordance with these procedures.*

*The proposed amendments conform to Goal 2.*

#### **Goal 5 – Open Spaces, Scenic and Historic Area, and Natural Resource**

**To protect natural resources and conserve scenic and historic areas and open spaces.**

**Finding:**

*The subject text amendments do not modify the City’s existing open space and natural resources requirements as regulated by TDC Chapter 71 (Wetlands Protection District) and TDC Chapter 72 (Natural Resource Protection Overlay District).*

*The proposed amendments conform to Goal 5.*

**Goal 6 – Air, Water and Land Resources Quality**

**To maintain and improve the quality of the air, water and land resources of the state.**

**Finding:**

*The subject text amendments do not modify the City’s existing environmental regulations as regulated by TDC Chapter 63 (Industrial Uses and Utilities and Manufacturing Zones - Environmental Regulations).*

*The proposed amendments conform to Goal 6.*

**Goal 7 – Areas Subject to Natural Disasters and Hazards**

**To protect people and property from natural hazards.**

**Finding:**

*This proposed amendments do not modify the City’s existing natural hazards requirements as regulated by TDC Chapters 70 (Floodplain District) and 72 (Natural Resource Protection Overlay District).*

*The proposed amendments conform to Goal 7.*

**Goal 8 – Recreation Needs**

**To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.**

**Finding:**

*Tualatin’s recreation needs, as well as those of the citizens of the state and visitors thereto, are addressed in the 2019 Tualatin Parks and Recreation Master Plan, the Comprehensive Plan, and also in Ordinance 1427-19. The proposed amendments do not affect policies associated with recreational needs.*

*The proposed amendments conform to Goal 8.*

**Goal 9 – Economy of the State**

**To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.**

**Finding:**

*The proposed amendments support economic goals in the Comprehensive Plan; specifically Goal 4.2 to support business retention, growth, and attraction in ways that strengthen the local tax base [...].*

*The proposed amendments conform to Goal 9.*

**Goal 10 – Housing**

**To provide for the housing needs of citizens of the state.**

**Finding:**

*The proposed amendments do not affect policies related to housing.*

*The proposed amendments conform to Goal 10.*

**Goal 11 – Public Facilities and Services**

**To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.**

**Finding:**

*The proposed amendments do not affect policies related to public facilities and services including water, sewer, and emergency services.*

*The proposed amendments conform to Goal 11.*

**Goal 12 – Transportation**

**To provide and encourage a safe, convenient and economic transportation system.**

**Finding:**

*The proposed amendments do not affect policies related to the public transportation system. Findings for the Transportation Planning Rule under, OAR 660-012-0060 are included in Section B. of this document, but ultimately the proposed amendments do not trigger a significant impact as determined by the TPR Analysis.*

*The proposed amendments conform to Goal 12 and satisfy the applicable OAR requirements.*

**Goal 13 – Energy**

**To conserve energy.**

**Findings:**

*The proposed amendments do not impact Tualatin’s land use regulations pertaining to energy consumption.*

*The proposed amendments conform to Goal 13.*

**B. Oregon Administrative Rules**

**660-012-0060**

**Plan and Land Use Regulation Amendments**

**(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**

**(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**

**(b) Change standards implementing a functional classification system; or**

**(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the**

**amendment.**

- (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
  - (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
  - (C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.**
- [...]

**Finding:**

*The intent of the TPR (OAR 660-12-0060) is to ensure that future land use and traffic growth is consistent with transportation system planning and does not create a significant effect on the surrounding transportation system beyond currently allowed uses. The definition of a significant effect varies by jurisdiction; however the Tualatin Development Code does not provide a definition for the term.*

*Additionally the code regulates permitted land uses under use categories based on common functional, product or physical characteristics, including the type and intensity of activity typical of impact, types of customers, typical off-site impacts, and building type. While the proposed amendments do not include the addition of new use categories to zoning districts, they do include minimal expansion of permitted uses within existing use categories. Specifically:*

- General Commercial (CG) Zone: Adding Health and Fitness Facility to the existing permitted Commercial Recreation Use Category*
- Central Commercial (CC) Zone: Adding Retail Sales of Home Improvement Materials and Supplies to the existing permitted Durable Goods Sales Category*
- Mixed Use Commercial (MUC) Zone: Adding Battery Electric Vehicle Showroom to the existing permitted Durable Goods Sales Category*

**General Commercial Zone:**

*The General Commercial Zone presently permits the following uses under the Commercial Recreation category: Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; and Health studio.*

*As shown in the table below, adding health and fitness facilities will have a similar traffic impact as uses already permitted in the use category of the zone.*

<b>Description/ ITE Code</b>	<b>Weekday Rates</b>	<b>PM Peak Rates</b>
<i>Bowling Alley (437)</i>	<i>33.33</i>	<i>1.71</i>
<i>Recreation Commercial Center (495)</i>	<i>33.82</i>	<i>2.74</i>
<i>Health/Fitness Club (492)</i>	<i>32.93</i>	<i>3.53</i>

**Central Commercial Zone:**

*The Central Commercial Zone presently permits the following uses under the Durable Goods Sales category: Furniture store; and appliance store.*

*As shown in the table below, adding retail sales of home improvement materials will have a similar traffic*

*impact as uses already permitted in the use category of the zone.*

Description/ ITE Code	Weekday Rates	PM Peak Rates
<i>Specialty Retail (826)</i>	44.32	2.71
<i>Electronics Store (863)</i>	45.04	4.5
<i>Building Materials (812)</i>	45.16	4.49

Mixed Use Commercial Zone:

*The Mixed Use Commercial Zone presently permits the following uses under the Durable Goods Sales category: Furniture store; and large appliance store.*

*As shown in the table below, adding battery electric vehicle showroom will have a similar traffic impact as uses already permitted in the use category of the zone- as it would fall under the specialty retail category (826).*

Description/ ITE Code	Weekday Rates	PM Peak Rates
<i>Specialty Retail (826)</i>	44.32	2.71
<i>Electronics Store (863)</i>	45.04	4.5

*Lastly, there is no change to functional classification or standards of the existing transportation facilities under this amendment.*

*The proposed amendments are consistent with these requirements.*

**660-018-0020**

**Notice of a Proposed Change to a Comprehensive Plan or Land Use Regulation**

**(1) Before a local government adopts a change to an acknowledged comprehensive plan or a land use regulation, unless circumstances described in OAR 660-018-0022 (Exemptions to Notice Requirements Under OAR 660-018-0020) apply, the local government shall submit the proposed change to the department, including the information described in section (2) of this rule. The local government must submit the proposed change to the director at the department’s Salem office at least 35 days before holding the first evidentiary hearing on adoption of the proposed change.**

**Finding:**

*The amendments propose a change to Tualatin’s land use regulation and will be noticed accordingly as shown. The proposed amendments are consistent with OAR 660-18-0020.*

**C. Metro Code**

**Chapter 3.07, Urban Growth Management Functional Plan**

**Title 4 – Industrial and Other Employment Areas**

**3.07.440 Protection of Employment Areas**

**(a) Except as provided in subsections (c), (d), and (e), in Employment Areas map pursuant to Metro Code section 3.07.450, cities and counties shall limit new and expanded commercial retail uses to those appropriate in type and size to serve the needs of businesses, employees, and residents of the Employment Areas.**

**(b) Except as provided in subsections (c), (d), and (e), a city or county shall not approve a commercial retail use in an Employment Area with more than 60,000 square feet of gross leasable area in a single**

**building, or commercial retail uses with a total of more than 60,000 square feet of retail sales area on a single lot or parcel, or on contiguous lots or parcels, including those separated only by transportation right-of-way.**

**Finding:**

*The proposed amendments comply with Metro's charge to protect employment lands. As shown in the Plan Text Amendments, included in Exhibit 1, a Health and Fitness Facility use will be added to the existing permitted Commercial Recreation Use Category within the General Commercial zone. Portions of General Commercial zoning lie within designated Employment Areas. The proposed amendments do not affect existing commercial retail use limitations on Employment Area land found in TDC 54.210(1). The proposed amendments are consistent with Title 4.*

**Title 6: Centers, Corridors, Station Communities and Main Streets**

**Finding:**

*While the project includes amendments to permitted uses with the Central Commercial zone and, in turn, to land designated town center; there are no policies in Title 6 to address in the project findings.*

**E. Tualatin Development Code**

**Chapter 32: Procedures**

**TDC 32.010. - Purpose and Applicability.**

**(2) Applicability of Review Procedures.** All land use and development permit applications and decisions, will be made by using the procedures contained in this Chapter. The procedure "type" assigned to each application governs the decision-making process for that permit or application. There are five types of permit/application procedures as described in subsections (a) through (e) below. Table 32-1 lists the City's land use and development applications and corresponding review procedure(s).

**(e) Type IV-B Procedure (Legislative Review).** The Type IV-B procedure is used to review proposals to amend the Tualatin Comprehensive Plan, the City's land use regulations, and large-scale changes to the Comprehensive Plan or Plan Maps, and involve the creation, revision, or implementation of broad public policy. Type IV-B reviews are first considered by the Planning Commission, which makes a recommendation to City Council. City Council makes the final decision on a legislative proposal through the enactment of an ordinance. Appeals of Type IV-B decisions are heard by the Land Use Board of Appeals (LUBA).

**(3) Determination of Review Type.** Unless specified in Table 32-1, the City Manager will determine whether a permit or application is processed as Type I, II, III, IV-A or IV-B based on the descriptions above. Questions regarding the appropriate procedure will be resolved in favor of the review type providing the widest notice and opportunity to participate. An applicant may choose to elevate a Type I or II application to a higher numbered review type, provided the applicant pays the appropriate fee for the selected review type.



**Table 32-1—Applications Types and Review Procedures**

Application/Action	Procedure Type	Decision Body*	Appeal Body*	Pre-Application Conference Required	Neighborhood/Developer Mtg Required	Applicable Code Chapter
<b>Plan Amendments</b>						
• Legislative Map or Text Amendments	IV-B	CC	LUBA	No	No	TDC <a href="#">33.070</a>

\* City Council (CC); Planning Commission (PC); Architectural Review Board (ARB); City Manager or designee (CM); Land Use Board of Appeals (LUBA).

**Finding:**

*The proposed application is a text amendment to the Tualatin Development Code. The proposed amendments are legislative in nature as they apply to broad areas of the City, as opposed to specific properties. The proposed application is being processed in accordance with the Type IV-B procedures. These criteria are met.*

**TDC 32.250. - Type IV-B (Legislative Decisions).**

Type IV-B decisions are legislative land use decisions made by the City Council. Legislative land use proceedings include proposals to amend the Tualatin Comprehensive Plan and zoning maps, and involve the creation, revision, or implementation of broad public policy generally impacting more than one property owner or a large number of individual properties. The City Council may initiate its own legislative proposals at any time. Legislative requests are not subject to the 120-day review period under ORS 227.178. In most cases a public hearing is required. However, no public hearing is required in a legislative land use proceeding if the purpose of the amendment is to conform to new requirements in state land use statutes, Statewide Land Use Planning Goals, or administrative rules of the Oregon Land Conservation and Development Commission implementing state land use statutes or Statewide Land Use Planning Goals, if the Oregon Department of Land Conservation and Development confirms in writing that the only effect of the proposed change is to conform the City's Comprehensive Plan or land use regulations to the new state requirements. The Council may, in its discretion, hold a public hearing although one is not required.

(1) *Submittal Requirements—Type IV-B.* Legislative land use proceedings may be initiated by the City Council or City staff.

(2) *Notice of Public Hearing—Type IV-B.* Hearings on Legislative Land Use requests must conform to state land use laws (ORS 227.175), as follows:

(a) *DLCD Pre-Adoption Notice.* The City Manager will notify in writing the Oregon Department of Land Conservation and Development (DLCD) of legislative amendments (zone change, rezoning with annexation, or comprehensive plan amendment) in accordance with the minimum number of days required by ORS Chapter 197.

[...]

**(c) Other Public Notice.** In addition to any other notice required, at least 14 calendar days before the scheduled City Council public hearing date, the City must mail by regular first class mail Notice of a Public Hearing to the following individuals and agencies.

- (i)** Any affected governmental agency;
- (ii)** Any person who requests notice in writing;
- (iii)** For a zone change affecting a manufactured home or mobile home park, all mailing addresses within the park, in accordance with ORS 227.175;
- (iv)** Designated representatives of recognized Citizen Involvement Organizations;
- (v)** For an amendment which affects the transportation system, ODOT and Metro; and
- (vi)** For a plan amendment or land use regulation amendment that significantly impacts school capacity, the Tigard-Tualatin School District.

**(d)** At least 14 calendar days before the scheduled City Council public hearing date, public notice must be provided by publication in a newspaper of general circulation in the city.

**(e)** At least 14 calendar days before the scheduled City Council public hearing date, public notice must be posted in two public and conspicuous places within the City.

[...]

**Finding:**

*As discussed in response to the previous criterion, the proposed amendments are legislative in nature and have been processed consistent with the Type IV-B requirements. The City Council has initiated the proposed amendments, and City staff will follow the appropriate notification procedures including DLCD notice, agency notice, newspaper notice, and posted notice. These criterion are met.*

**(4) Conduct of the Hearing—Type IV-B.** A Type IV-B land use hearing will follow the City's legislative hearing procedures. There can be pre-hearing contact between citizens and the decision makers on legislative matters. "Ex parte contact" is not a concern.

**(5) Notice of Adoption and Effective Date of a Type IV-B Decision.**

**(a)** Notice of Adoption must be mailed to the applicant, all participants of record, and the Department of Land Conservation and Development within 20 business days after the City Council decision is filed with the City Manager. The City must also provide notice to all persons as required by other applicable laws.

**(b)** A Legislative Land Use decision, if approved, takes effect and becomes final as specified in the enacting ordinance or, if not approved, upon mailing of the Notice of Adoption to the applicant.

**Finding:**

*The City Council public hearing to consider the Planning Commission's recommendation on the proposed amendments is tentatively scheduled for April, consistent with the above requirements. If adopted, a notice of adoption will be mailed and effective consistent with the above provisions. These criteria can be met.*

**Chapter 33: Applications and Approval Criteria**

**Section 33.070 Plan Amendments**

[...]

**(2) Applicability.** [...] Legislative amendments may only be initiated by the City Council.

**(3) Procedure Type.**

- (b)** Map or text amendment applications which are legislative in nature are subject to Type IV-B Review in accordance with TDC Chapter 32.

**Finding:**

*The proposed amendments are legislative in nature, in that they apply broadly across the City. The application was processed consistent with the Type IV-B Review requirements in accordance with Chapter 32, which included publishing a newspaper notice at least 14 days prior to the City Council hearing, sending notice to the state DLCD. (See Exhibit C.3). These criteria have been satisfied.*

**(5) Approval Criteria.**

**(a) Granting the amendment is in the public interest.**

**Finding:**

*Throughout 2023, a handful of property and business owners have reached out to the City with various requests to amend the development code in an effort to support business retention, growth, and attraction (Comprehensive Plan Goal 4.2). Then staff was directed to implement the proposed amendments by Council on January 22, 2024. The draft code was then previewed by the City Council on February 26, 2024. On March 20, the Planning Commission has deemed the proposed amendments to be in the public interest and has recommended their approval to City Council. Public engagement noticing and comments are included in Exhibit C.3. Therefore, granting the proposed amendments is in the public interest. This criterion is met.*

**(b) The public interest is best protected by granting the amendment at this time.**

**Finding:**

*The public interest is best protected by granting the amendment at this time. As discussed at the previous criterion, the amendment is in the public interest. The amendments also serve to satisfy Comprehensive Plan Goal 4.2 to support business retention, growth, and attraction in ways that strengthen the local tax base. The addition of the uses proposed are consistent with the existing needs of the community. Therefore, the public interest is best served by granting the amendments at this time. This criterion is met.*

**(c) The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.**

**Finding:**

*The proposed amendments are in conformity with the following applicable objectives of the Tualatin Comprehensive Plan:*

- *GOAL 4.2 Support business retention, growth, and attraction in ways that strengthen the local tax base [...].*

*The proposed amendments are in response to business owners' requests to amend the development code in an effort to support business retention, growth, and attraction. This effort is further supported by Strategy 2 in the 2014 Economic Development Strategic Plan, which calls for identifying Development Code related issues which create barriers to development. By making measured and period updates to the development code, we can respond to trends and developments in the economic market. Therefore, the proposed amendments are in conformity with the Tualatin Comprehensive Plan and this criterion is met.*

**(d) The following factors were consciously considered:**

**(i) The various characteristics of the areas in the City;**

**(ii) The suitability of the areas for particular land uses and improvements in the areas;**

**Finding:**

*The proposed amendments are legislative in nature but will generally affect commercially zoned land, as described below.*

**Central Commercial (CC) Zone:**

*The amendments will add Retail Sales of Home Improvement Materials and Supplies as a permitted use in the Durable Goods Sale use category, subject to a size limitation of 65,000 square feet to ensure the footprint and impact of this use is appropriate for the Tualatin town center.*

*The zone also permits outdoor storage as a conditional use; however the code does not provide any approval criteria for the conditional outdoor storage. The amendments include a correction to this administrative omission.*

**General Commercial (CG) Zone:**

*The amendments will add Health and Fitness Facility as a permitted use in the Commercial Recreation use category. Those facilities that include outdoor activities are limited and are subject to additional standards, including buffering from residential planning districts; screening; and the observance of quiet hours to ensure suitability for the neighboring areas.*

*The zone also permits outdoor storage as a conditional use; however the code does not provide any approval criteria for the conditional outdoor storage. The amendments include a correction to this administrative omission.*

**Mixed Use Commercial (MUC) Zone:**

*The amendments will add Battery Electric Vehicle Showroom as a permitted use in the Durable Goods Sale use category, subject to a size limitation of 10,000 square feet. All inventory for this use must be housed inside of a building to make efficient use of the district land.*

*These criterion are met.*

**(iii) Trends in land improvement and development;**

**Finding:**

*The majority of Tualatin's commercial land has been developed. Expanding and modernizing permitted uses, will encourage more efficient use of developed and vacant building space. The proposed amendments have consciously considered trends in land improvement and development and this criterion is met.*

**(iv) Property values;**

**Finding:**

*Expanding and modernizing permitted uses, will encourage more efficient use of developed and vacant*

*building space; and therefore, the proposed amendments support property values. This criterion is met*

**(v) The needs of economic enterprises and the future development of the area; needed right- of-way and access for and to particular sites in the area;**

**Finding:**

*The proposed amendments support economic enterprise by expanding and modernizing permitted uses in certain commercial zones. The proposed amendments do not modify existing right-of-way and access standards. This criterion is met.*

**(vi) Natural resources of the City and the protection and conservation of said resources;  
(vii) Prospective requirements for the development of natural resources in the City;**

**Finding:**

*The proposed amendments do not impact natural resource protection nor application of requirements to future development, which would fully apply to any new development. Therefore, this criterion is met.*

**(viii) The public need for healthful, safe, esthetic surroundings and conditions;**

**Finding:**

*The amendments do include standards and limitations for permitted uses that include outdoor activities. These factors were consciously considered and the criterion is met.*

**(e) If the amendment involves residential uses, then the appropriate school district or districts must be able to reasonably accommodate additional residential capacity by means determined by any affected school district.**

**Finding:**

*The amendments do not involve residential uses; therefore this criterion is not applicable.*

**(f) Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules, including compliance with the Transportation Planning Rule TPR (OAR 660-012-0060).**

**Finding:**

*Discussion of State of Oregon Planning Goals and applicable Oregon Administrative Rules is found in Sections II-A and B of these findings and find consistency. This criterion is met.*

**(g) Granting the amendment is consistent with the Metropolitan Service District's Urban Growth Management Functional Plan.**

**Finding:**

*The proposed amendments will remain consistent with the Metro Urban Growth Management Functional Plan, specifically Title 4 as discussed in Section II-C of these findings. Therefore, these requirements were consciously considered. This criterion is met.*

**(h) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 10-4), and E/E for the rest of the 2040 Design Types in the City's planning area.**

**Finding:**

*The areas of the city that will be affected by the subject amendments are identified as Employment Area (EA) and Town Center (TC) on Map 10-4. As described in Section II-B, the additional uses included in the proposed amendments are anticipated to share similar ITE rates as uses already allowed in the corresponding use category. Therefore, the proposal will have not have a appreciable impact on the level of service for transportation facilities and the criterion is addressed.*

**(i) Granting the amendment is consistent with the objectives and policies regarding potable water, sanitary sewer, and surface water management pursuant to TDC 12.020, water management issues are adequately addressed during development or redevelopment anticipated to follow the granting of a plan amendment.**

[...]

**Finding:**

*The proposed changes do not impact objectives and policies regarding the above referenced utilities. These factors were consciously considered but this criterion is not applicable.*

## CHAPTER 39 - USE CATEGORIES

### TDC 39.115 - Use Definitions.

[...]

Battery Electric Vehicle Showroom. Means an establishment engaged in the sale or lease of new vehicles designed to operate exclusively on electricity stored in a rechargeable battery, multiple batteries, or battery pack. Showrooms do not include exterior vehicle storage or activities related to vehicle repair and servicing.

Health or Fitness Facility. A facility designed to accommodate indoor or outdoor activities such as racquetball courts, pickleball courts, tennis courts, gymnasiums, weight lifting rooms and other exercise areas, swimming pools and similar uses.

[...]

### TDC 39.320. - Durable Goods Sales.

- (1) *Characteristics.* Durable Goods Sales are the sale, rental, or lease of new and used goods having extended utility. Durable Goods Sales may require extensive indoor and/or outdoor display areas.
- (2) *Examples of Uses.*
  - Retail sale of home improvement materials and supplies, including but not limited to: interior/exterior building and construction materials, electrical supplies, plumbing supplies and fixtures, lawn and landscaping equipment, floor coverings, home décor, indoor/outdoor household appliances, paint and painting supplies, and tools and hardware.
  - Retail sale of furniture and large appliances.
  - New and used sales of motorcycles, boats, recreational vehicles, or trailers.
  - Retail nurseries or greenhouses.
  - Battery electric vehicle showroom (as defined in TDC 39.115) and automobile leasing office.
- (3) *Exceptions.*
  - Sales of building and landscaping materials primarily sold to contractors is classified as Wholesale Sales.
  - Sales, leasing, or rental of industrial, farm, or construction equipment is classified as Wholesale Sales.
  - Sales of bicycles are classified as Retail Sales and Service.
  - Outdoor storage of automobiles or sale of automobiles that are not battery electric vehicle showrooms or automobile leasing offices, is not permitted in any zone.

[...]

### TDC 39.350. - Quick Vehicle Servicing.

- (1) *Characteristics.* Quick Vehicle Servicing provides direct services for motor vehicles at a drive-through facility, which may include a mini-mart in certain zones, where the service is performed and where the driver generally waits for the service to be performed.
- (2) *Examples of Uses.*
  - Automobile Service Station (as defined in TDC 39.115).
  - Non-Retail Cardlock Fueling Station (as defined in TDC 39.115).
  - Car washes.

TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

- Quick lubrication services.
- Department of Environmental Quality vehicle emission test sites.

(3) *Exceptions.*

- Refueling facilities for the vehicles that belong to a specific use (fleet vehicles) which are on the site where the vehicles are kept are accessory to the primary use.
- Outdoor storage of automobiles or sale of automobiles that are not battery electric vehicle showrooms or automobile leasing offices, is not permitted in any zone.

[...]

**TDC 39.365 - Vehicle Repair.**

(1) *Characteristics.* Vehicle Repair provides vehicle repair and servicing to passenger vehicles, light and medium trucks, motorcycles, boats, recreational vehicles, and other consumer motor vehicles. Generally, the customer does not wait at the site while the service or repair is being performed.

(2) *Examples of Uses.*

- Alignment shop.
- Auto body and/or paint shop.
- Auto detailing.
- Auto upholstery shop.
- Tire sales and mounting.
- Transmission or muffler shop.
- Vehicle repair.

(3) *Exceptions.*

- Repair and service of industrial vehicles and equipment, and of heavy trucks; towing and vehicle storage are classified as Light Manufacturing.
- Outdoor storage of automobiles or sale of automobiles that are not battery electric vehicle showrooms or automobile leasing offices, is not permitted in any zone.

[...]

**TDC 39.430. - Vehicle Storage.**

(1) *Characteristics.* Vehicle Storage are storage facilities for vehicles including automobiles, boats, buses, recreational vehicles, and trailers.

(2) *Examples of Uses.*

- Vehicle impoundment yards.
- Vehicle fleet storage and maintenance facilities.
- Towing and vehicle storage operations.
- School bus yards.
- Recreational vehicle storage.
- Transit vehicle storage and maintenance yards.

(3) *Exceptions.*



TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

- Auto wrecking yards are not permitted in any zones.
- Outdoor storage of automobiles or sale of automobiles that are not battery electric vehicle showrooms or automobile leasing offices, ~~are~~ is not permitted in any zones.

## CHAPTER 53 CENTRAL COMMERCIAL ZONE (CC)

[...]

### TDC 53.200. Use Categories.

- (1) *Use Categories.* Table 53-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CC zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 53-1 and restrictions identified in TDC 53.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.
- (2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

**Table 53-1  
Use Categories in the CC Zone**

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
<b>RESIDENTIAL USE CATEGORIES</b>		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home subject to ORS 329A.440.
<b>COMMERCIAL USE CATEGORIES</b>		
Commercial Lodging	P	—
Commercial Recreation	P (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink;</li> <li>• Private meeting hall, club or lodge hall, or fraternal organizations; and</li> <li>• Health studio.</li> </ul>
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Furniture store, including antiques and second-hand furniture; <del>and</del></li> <li>• Appliance store, subject to TDC 53.210(12); <del>and</del></li> <li>• <u>Retail sales of home improvement materials and supplies, subject to TDC 53.210(3).</u></li> </ul>
Eating and Drinking Establishments	P	Some restrictions in the Central Tualatin Overlay Zone see TDC Chapter 58.
Medical Office	P	—
Office	P	—
Retail Sales and Services	P/C	Conditional use permit required for veterinary clinic. Memorial Planning and Products Center (as defined in TDC 39.115) not permitted. All other uses permitted outright. All uses subject to TDC 53.210(4).
<b>INSTITUTIONAL USE CATEGORIES</b>		
Assembly Facilities	C	—
Colleges, Universities and Private Career Schools	P/C (L)	Permitted uses limited to business college. All other use are conditional uses.

TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

Community Services	P	—
Schools	C	—
<b>INFRASTRUCTURE AND UTILITIES USE CATEGORIES</b>		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations and pressure reading stations.  Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Parks and Open Space	P	—
Public Safety Facilities	P/C (L)	Conditional uses limited to publicly- and privately-operated ambulance facilities.  All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facilities	P(L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Wireless Communication Facility Attached; and</li> <li>• Wireless Communication Facility, located within 300 feet of the centerline of I-5.</li> </ul>

**TDC 53.210. Additional Limitations on Uses.**

[...]

- (3) Retail Sales of Home Improvement Materials and Supplies. The retail sales of home improvement materials and supplies must not be greater than 65,000 square feet of gross floor area per building or tenant. Outdoor Uses. All uses must be conducted wholly within a completely enclosed building, except off-street parking and loading, Basic Utilities, Wireless Communication Facilities, outdoor play areas of child day care centers, as required by state day care certification standards, and as provided in (a)–(c), below:
- (a) ~~Outside storage or sales requires a conditional use permit.~~
  - (b) ~~Outdoor sales, as defined in TDC 31.060 and as provided for in TDC 34.011, are permitted as a temporary use.~~
  - (c) ~~Portable collection facilities as an accessory use require a conditional use permit, and are subject to the following standards:~~
    - (i) ~~The facility must be sited such that it is either adjacent to existing vegetation or in a location where vegetation can be installed to enhance the appearance of the facility;~~
    - (ii) ~~If vegetation is not already in place, landscaping, as approved through the Architectural Review process, must be installed adjacent to the location of the portable collection facility;~~
    - (iii) ~~Items must not be stored outside the facility, except for temporary storage of oversized goods;~~
    - (iv) ~~Oversized goods stored outside must be collected daily and removed from the premises or stored inside the portable collection facility; and~~
    - (v) ~~Adequate receptacle must be provided for items dropped off during times the facility is not attended.~~
- (4) Outdoor Uses. All uses must be conducted wholly within a completely enclosed building, except off-street parking and loading, Basic Utilities, Wireless Communication Facilities, outdoor play areas of child day care centers, as required by state day care certification standards, and as provided in (a)–(b), below.

TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

---

- (a) Temporary Uses. Temporary outdoor sales, as defined in TDC 31.060, are permitted as a temporary use subject to TDC 33.090.
- (b) Conditional Uses.
- (i) Any outdoor storage, display, and sales use requires a conditional use permit and is subject to the following standards:
- (A) The outdoor area must not exceed ten percent of the store's gross floor area or 15,000 square feet, whichever is less.
  - (B) Not less than 50 percent of the outdoor area must be covered by a permanent roof.
  - (C) The outdoor area must abut a wall of the store.
  - (D) All sides of the outdoor area not abutting a wall of the store must be screened with a sight obscuring fence, wall, berm, or dense evergreen landscaping not less than six feet in height.
  - (E) Stored materials must not exceed the height of the sight obscuring barrier when viewed from street level.
- (ii) Portable collection facilities, as an accessory use, require a conditional use permit and are subject to the following standards:
- (A) The facility must be sited such that it is either adjacent to existing vegetation or in a location where vegetation can be installed to enhance the appearance of the facility;
  - (B) If vegetation is not already in place, landscaping, as approved through the Architectural Review process, must be installed adjacent to the location of the portable collection facility;
  - (C) Items must not be stored outside the facility, except for temporary storage of oversized goods;
  - (D) Oversized goods stored outside must be collected daily and removed from the premises or stored inside the portable collection facility; and
  - (E) Adequate receptacle must be provided for items dropped off during times the facility is not attended.
- [...]

## CHAPTER 54 - GENERAL COMMERCIAL ZONE (CG)

### TDC 54.100. Purpose.

The purpose of this district is to provide areas in the City that are suitable for the widest range of commercial uses and retail businesses. This district is particularly suitable for automobile-related businesses and businesses needing direct freeway access.

### TDC 54.200. Use Categories.

- (1) *Use Categories.* Table 54-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the CG zone. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 54-1 and restrictions identified in TDC 54.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.
- (2) *Overlay Zones.* Additional uses may be allowed in a particular overlay zone. See the overlay zone Chapters for additional uses.

**Table 54-1  
Use Categories in the CG District**

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
<b>RESIDENTIAL USE CATEGORIES</b>		
Residential Accessory Uses	P (L)	Permitted uses limited to Family Child Care Home, subject to ORS 329A.440.
<b>COMMERCIAL USE CATEGORIES</b>		
Commercial Lodging	P	—
Commercial Recreation	P/C (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Amusement enterprise, including pool hall, bowling alley, dance hall or skating rink; and</li> <li>• Health <del>studio</del> or fitness facility, outdoor uses limited subject to TDC 54.220(2).</li> </ul> Conditional uses limited to: <ul style="list-style-type: none"> <li>• Family recreation center, as defined in TDC 31.060; and</li> <li>• Private meeting hall, club or lodge hall, or fraternal organizations.</li> </ul>
Commercial Parking	P	—
Durable Goods Sales	P (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Furniture store, including antiques and second-hand furniture;</li> <li>• Appliance store, subject to TDC 54.210(2);</li> <li>• Home improvement store, subject to TDC 54.210(3) and TDC 54.220(34);</li> <li>• Auto leasing office, subject to TDC 54.210(4) and TDC 54.220(34); and</li> <li>• Boat, boat motor and boat trailer sales subject to TDC 54.210(5) and TDC 54.220(34).</li> </ul> All uses subject to TDC 54.210(1).

TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

Eating and Drinking Establishments	P	—
Medical Office	P	—
Office	P	—
Other Educational and Vocational Services	P	—
Quick Vehicle Servicing	P (L)	Permitted uses limited to Automobile Service Stations subject to TDC 54.210(6).
Retail Sales and Services	P/C (L)	Conditional use permit required for outdoor pet activity area associated with Pet Day Care, subject to subject to TDC 54.220( <del>34</del> ). Pet Day Care without outdoor activity area is permitted outright. Mortuary not permitted. All other retail sales and service uses permitted outright. All uses subject to TDC 54.210(1).
Vehicle Repair	P	—
<b>INDUSTRIAL USE CATEGORIES</b>		
Light Manufacturing	P (L)	Permitted uses limited to: Optical lens grinder; and  Testing laboratory.
Vehicle Storage	P (L)	Permitted uses limited to automobile towing company office and dispatch office, subject to TDC 54.220( <del>34</del> ).
Warehouse and Freight Movement	P (L)	Permitted uses limited to frozen food locker.
<b>INSTITUTIONAL USE CATEGORIES</b>		
Assembly Facilities	C (L)	Conditional uses limited to: • Auditoriums, exhibition halls, or rooms for public assembly; • Churches, synagogues, mosques, temples or other places of worship; and • Theaters.
Colleges, Universities, and Private Career Schools	P/C	Permitted uses limited to a private career school. All other uses require conditional use permit.
Community Services	P	—
Schools	C	—
<b>INFRASTRUCTURE AND UTILITIES USE CATEGORIES</b>		
Basic Utilities	P/C (L)	Permitted uses limited to sewer and water pump stations, pressure reading stations. Conditional uses limited to utility substations.
Greenways and Natural Areas	P	—
Parks and Open Space	P (L)	Golf courses and country clubs prohibited. All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and • Publicly- and privately-operated ambulance

TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

		facilities. All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facility	P/C (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Wireless Communication Facility, if located within 300 feet of the centerline of Interstate 5; and</li> <li>• Wireless Communication Facility Attached.</li> </ul> <p>Conditional uses limited to Wireless Communication Facility. Subject to maximum height and minimum setback standards defined by TDC Chapter 73F.</p>

[...]

**TDC 54.220. Outdoor Uses.**

All uses must be conducted wholly within a completely enclosed building, except as provided by this section.

- (1) *Permitted Uses.* Off-street parking and loading, outdoor play areas of child day care centers as required by state day care certification standards, Basic Utilities, Wireless Communication Facilities, and nursery or greenhouse uses are permitted outright as outdoor uses.
- (2) *Limited Uses.* Health and Fitness Facility uses that include outdoor activities are limited and subject to additional standards.
  - (a) The subject lot is not within 500 feet of a residential planning district.
  - (b) The outdoor area must:
    - (i) Be completely enclosed with a minimum 8-foot-tall sight-obscuring fence. Slatted chain link fencing is not an appropriate screening measure; and
    - (ii) Outdoor activities must not occur between the hours of 10:00 pm and 7:00 am.
- (23) *Temporary Uses.* Temporary outdoor sales, as defined in TDC 31.060, are permitted as a temporary use subject to TDC 33.090.
- (34) *Conditional Uses.* ~~Any outdoor storage, display, and sales use requires a conditional use permit.~~ The following specific outdoor uses require a conditional use permit and are subject to additional standards.
  - (a) Outdoor Storage, Display, and Sales.
    - (i) The outdoor area must not exceed ten percent of the store's gross floor area or 15,000 square feet, whichever is less.
    - (ii) Not less than 50 percent of the outdoor area must be covered by a permanent roof.
    - (iii) The outdoor area must abut a wall of the store.
    - (iv) All sides of the outdoor area not abutting a wall of the store must be screened with a sight obscuring fence, wall, berm, or dense evergreen landscaping not less than six feet in height.
    - (v) Stored materials must not exceed the height of the sight obscuring barrier when viewed from street level.

[...]

## CHAPTER 57 MIXED USE COMMERCIAL ZONE (MUC)

### TDC 57.010. Purpose.

The purpose of this district is to provide areas of the City that are suitable for a mix of office, retail commercial, and high-density housing. Retail uses should be located on the ground floor to encourage an interesting and active streetscape. Buildings should be oriented toward the street with clearly marked entrances. The use of alternative modes of transportation such as transit, pedestrian, and bicycle activity are to be promoted within the district.

### TDC 57.200. Use Categories.

- (1) *Use Categories.* Table 57-1 lists use categories Permitted Outright (P) or Conditionally Permitted (C) in the MUC. Use categories may also be designated as Limited (L) and subject to the limitations listed in Table 57-1 and restrictions identified in TDC 57.210. Limitations may restrict the specific type of use, location, size, or other characteristics of the use category. Use categories which are not listed are prohibited within the zone, except for uses which are found by the City Manager or appointee to be of a similar character and to meet the purpose of this zone, as provided in TDC 31.070.

**Table 57-1  
Use Categories in the MUC**

USE CATEGORY	STATUS	LIMITATIONS AND CODE REFERENCES
<b>RESIDENTIAL USE CATEGORIES</b>		
Household Living	P/C	Permitted housing types subject to TDC 57.220
<b>COMMERCIAL USE CATEGORIES</b>		
Commercial Lodging	P	—
Commercial Recreation	P	—
Commercial Parking	P	—
Durable Goods Sales	P/C (L)	Permitted uses limited to: <ul style="list-style-type: none"> <li>• Retail sale of furniture and large appliances, pursuant to TDC 57.210; and</li> <li>• <u>Battery electric vehicle showroom, subject to TDC 57.210.</u></li> </ul> Conditional uses limited to: <ul style="list-style-type: none"> <li>• Outdoor sales subject to TDC 57.210.</li> </ul>
Eating and Drinking Establishments	P	P
Medical Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Office	P (L)	Accessory research and development square footage must be less than the primary office use square footage.
Other Educational and Vocational Servicing	P	—
Quick Vehicle Servicing	C (L)	Conditional uses limited to: <ul style="list-style-type: none"> <li>• Automobile service station subject to TDC 57.210.</li> </ul>



TUALATIN DEVELOPMENT CODE  
Underline/Strikeout Amendments

Retail Sales and Services	P/C (L)	Pet day care without outdoor activity area is permitted outright.  Mortuary not permitted.  Conditional uses limited to: • Outdoor sales subject to TDC 57.210. All other retail sales and service uses permitted outright.
<b>INSTITUTIONAL USE CATEGORIES</b>		
Assembly Facilities	C (L)	Conditional uses limited to: • Religious institutions or major event entertainment.
Colleges, Universities, and Private Career Schools	C	—
Community Services	P	—
Medical Centers	C	—
Schools	C	—
<b>INFRASTRUCTURE AND UTILITIES CATEGORIES</b>		
Basic Utilities	P (L)	Permitted uses limited to: • Sewer and water pump stations; • Pressure reading stations.
Greenways and Natural Areas	P	P
Parks and Open Space	P (L)	Golf courses and country clubs prohibited.  All other uses permitted outright.
Public Safety Facilities	P/C (L)	Conditional uses limited to: • Fire stations; and publicly- and privately-operated ambulance facilities.  All other uses permitted outright.
Transportation Facilities	P	—
Wireless Communication Facility	P (L)	Permitted uses limited to: • Wireless communication facility attached.

**TDC 57.210. Additional Limitations on Uses.**

- (1) *Durable Goods Sales*. Uses are limited to the retail sale of furniture and large appliances and battery electric vehicle showroom subject to the following standards:
- (a) Retail sale of furniture and large appliances. ~~The building footprint is less than 60,000 square feet of gross floor area.~~
- (i) The building footprint is less than 60,000 square feet of gross floor area.
- (ii) Incidental repair of appliances is permitted as an accessory use.
- (b) Battery Electric Vehicle Showroom. ~~Incidental repair of appliances is permitted as an accessory use.~~
- (i) The gross floor area must not exceed 10,000 square feet and the showroom must not exceed 7,500 square feet;
- (ii) Must contain all sales inventory, materials, equipment, and up to four vehicles for test drives inside a building.

[...]

## CHAPTER 80 – CANNABIS FACILITIES

[...]

### **TDC 80.070. Cannabis Facility Operating Restrictions.**

- (1) Retail sales and medical dispensary Cannabis facilities are restricted to the following operating hours:
  - (a) The hours of operation that a retail sales Cannabis facility may be open to the public is between ~~7~~10:00 a.m. and ~~10~~8:00 p.m. of the same day.
  - (b) The hours of operation that a medical dispensary Cannabis facility may be open to registry identification cardholders is between ~~7~~10:00 a.m. and ~~10~~8:00 p.m. of the same day.
- (2) All Cannabis facilities must comply with the following operating restrictions:
  - (a) Comply with the restrictions on edible Cannabis as provided in TDC 80.100;
  - (b) All Cannabis odors and other objectionable odors must be confined to levels undetectable at the property line;
  - (c) Primary entrances must be located on street-facing facades and clearly visible from a public or private street; and
  - (d) Outdoor storage of merchandise, plants, or other materials is prohibited.

[...]

**From:** Candice KELLY <[candicekelly16@msn.com](mailto:candicekelly16@msn.com)>

**Sent:** Monday, April 15, 2024 8:24 AM

**To:** Frank Bubenik <[fbubenik@tualatin.gov](mailto:fbubenik@tualatin.gov)>; Valerie Pratt <[vpratt@tualatin.gov](mailto:vpratt@tualatin.gov)>; Cyndy Hillier <[chillier@tualatin.gov](mailto:chillier@tualatin.gov)>; Bridget Brooks <[bbrooks@tualatin.gov](mailto:bbrooks@tualatin.gov)>; Maria Reyes <[mreyes@tualatin.gov](mailto:mreyes@tualatin.gov)>; Christen Sacco <[csacco@tualatin.gov](mailto:csacco@tualatin.gov)>; Octavio Gonzalez <[ogonzalez@tualatin.gov](mailto:ogonzalez@tualatin.gov)>

**Subject:** Regarding Ordinance no 1485-24

Mayor Bubenik, Council President Pratt, Councilors Hillier, Brooks, Reyes, Sacco and Gonzalez,

April 15th, 2024

Regarding: ORDINANCE NO. 1485-24

I am writing you today because I read thru the Council meeting agenda for your April 22nd meeting next week, I am not always successful in doing this but I do try to remember to read the Agenda and then to watch the meeting, sorry it is very hit and miss for me at my age. So when I read the above Ordinance, I was concerned about any decision after such a short time that we have had a Marijuana retail store/dispensary in our city, that you would be discussing a change to the hours of operations. I don't see that in the just over 3 years, I think it is, this facility has been open it should have to change its hours. What is it that they have been able to show you that would indicate this is necessary? For example, have you seen their financials to know why they would have a need for longer hours now, are they losing money? If so, wouldn't it cost more to add hours, if not, and business is good why should we take the impact of more congestion and possible earlier and later need of police and other emergency services activity since this is still mostly a cash only business? Also interesting this is being consider at the same meeting you are doing a Proclamation for the National Police Week, please do pay attention to the words of your Proclamation when you read it.

I think this business is also in an area where the additional traffic certainly could cause more congestion, especially in the morning hours, when people are already having time and traffic concerns getting to their work destinations out of and into Tualatin, though I don't understand how later hours are needed at least on that end it likely would not impact as many people as detrimentally traffic wise. Having said that, I am also concerned about the possible additional stress on our first responders on both ends. Certainly our Tualatin Police Department department, TVFR and Emergency Services (have they been contacted, says you talked to city staff did that include the police and then these other services that can be impacted as well) so could be that early and later hours may impact all of these services at times that can

be already difficult hours to handle many urgent emergencies. I didn't see anything about this in the monthly newsletter which I read first of each month, who is it you reached out to with these types of human rather than business only concerns?

I am especially concerned at your timing as well based on what appears to me to be in direct conflict with your City Council Vision and Advance Summary Report decisions of just a month or so ago. It leaves me worried about how to trust what you say being in opposition to what you do at times? That is not a good spot for me as a constituent to be and feel about your decision making expertise for our city.

Your Vision addresses under "CULTURE & IDENTITY - Training and Education to support a Trauma-informed Organization." I don't see how making a decision to broaden these hours for these types of businesses under an umbrella of human/medical, called a "medical dispensary" as well as a regular retail store, already I think a bit of a conflict, doesn't open the door to other businesses with similar requests and if I understand this correctly they won't need to request as this is now accepted. Why the rush? I don't think your education and training has begun yet, right? This is potentially larger than one business modal .... Beware and LEARN first and choose changes later.

Your Advance Summary Report "7.2 Trauma Informed. Continue the internal training and work supporting a trauma informed culture and conduct similar training with the City Council. POLICE" Here, again, I don't see how in this short time, since your Advance meeting, the Police Department could have begun working on your training in this area and I expect they will need to reach out to other emergency services as well to gather good information to share with you.

So please. Slow down this Ordinance, you have others with a broader, more retail oriented scope that you are and should continue to support I think, this isn't one of them. So I ask you, as an 18+ year resident of Tualatin who votes, pays attention, respects and appreciates the dedication you have to our community, to take your time, slow down these types of decisions until you have the Training and Education your Vision and Advance Summary shows you support as you should to continue to be good stewards of our City of Tualatin.

Thank you for listening and paying attention. Thank you always for the dedication you give our City.

Sincerely,  
(Marianne) Candice Kelly - Tualatin, OR 97062  
candicekelly16@msn.com  
503-691-1155

Sent from my iPad