



## TUALATIN CITY COUNCIL MEETING

MONDAY, DECEMBER 12, 2022

TUALATIN CITY SERVICES  
10699 SW HERMAN ROAD  
TUALATIN, OR 97062

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

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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, December 12. 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>

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### Work Session

- 1. 6:15 p.m. (30 min) – Tualatin Moving Forward Annual Report.** In 2018, Tualatin voters approved a \$20 million transportation bond to pay for projects that improve traffic flow, neighborhood safety, and provide safe access to schools and parks citywide. This fifth Annual Report highlights projects completed in 2022, and the many projects currently underway and to be completed in 2023.
- 2. 6:45 p.m. (15 min) – Council Meeting Agenda Review, Communications, and Roundtable.** Council will review the agenda for the December 12 City Council meeting and brief the Council on issues of mutual interest.

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

Call to Order

## **Pledge of Allegiance**

## **Announcements**

1. Recognition of Council President Nancy Grimes
2. Public Health Announcement

## **Public Comment**

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

## **Consent Agenda**

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

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of November 28, 2022
2. Consideration of **Resolution No. 5661-22** Authorizing the City Manager to Execute a Management and Operations Agreement with Willowbrook Arts Camp for Brown's Ferry Center
3. Consideration of **Resolution No. 5662-22** Authorizing the Sale of General Obligation Bonds

## **Special Reports**

1. Washington County Sheriffs Update

## **General Business**

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

1. Republic Services Request for a Rate Adjustment, Effective January 1, 2023

## **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**

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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:** Mike McCarthy, City Engineer  
**DATE:** December 12, 2022

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**SUBJECT:**  
Tualatin Moving Forward Fifth Annual Report

### **EXECUTIVE SUMMARY:**

In 2018, Tualatin voters approved a \$20 million transportation bond to pay for projects that improve traffic flow, neighborhood safety, and provide safe access to schools and parks citywide. More than 35 bond-funded projects are planned to be complete by the end of 2023.

With this Fifth Annual Report, 24 projects are built and 12 more are underway in every corner of the City. This report highlights the completion of the Martinazzi/Sagert and 95<sup>th</sup>/Avery/93<sup>rd</sup> projects and other projects completed in 2022, and the many projects currently underway and to be completed in 2023.

A copy of the report will be mailed to all Tualatin residents.

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### **ATTACHMENTS:**

- PowerPoint Presentation
- Fifth Annual Report



**FIFTH** Annual Report

City Council  
December 12, 2022

# **FIFTH** Annual Report



- *Tonight: update on 2022's completed projects*
- *Highlight upcoming projects: "Year of Construction"*
- *Next quarterly report: Spring 2023*
- *Monitor progress at [TualatinMovingForward.com](https://TualatinMovingForward.com)*



## 2018

- May 15 Election Night – Measure 34-282 approved by voters
- August 8 Bonds sold at a premium, providing additional program funds
- September First project completed

## 2019

- January Program manager on board; team in place
- January-May Three more projects completed

## 2020

- January-December 10 more projects completed;  
8 projects underway

## 2021

- January-December 6 more projects completed;  
14 more projects underway

## 2022

- January-December 4 more projects completed;  
12 more projects underway







# 24 Completed Projects and 12 More Underway





## Near Tualatin Elementary School

- ✓ Coordination with school, parents, neighbors
- ✓ Install crosswalks with pedestrian-activated flashing beacons
- ✓ Upgrade intersections on 95<sup>th</sup> Ave at Avery St and Sagert St with better signage and traffic controls
- ✓ Add center turn lane on Avery St at 95<sup>th</sup> Ave
- ✓ Add new sidewalks and speed controls on 93<sup>rd</sup> Ave





- ✓ New traffic signals replace 4-way stop at this busy intersection
- ✓ High-visibility crosswalks
- ✓ New sidewalks and curb ramps at all four corners
- ✓ Bike lanes restriped
- ✓ Improved access to transit stops

## **Built!** – Tualatin Rd: Sweek Dr to Community Park



- ✓ Upgrade mid-block crosswalk with pedestrian-activated flashing beacons
- ✓ Sidewalk improvements for safer access to Community Park
- ✓ Improvements selected through community survey in 2020 and 2021





- ✓ Measures to slow down traffic and enhance safety at sharp curve: signage, striping, tree trimming
- ✓ Add crosswalk with pedestrian-activated flashing beacons
- ✓ Improved access for students walking to school

## Boones Ferry Corridor Sidewalk and Bike Lane Project

- ✓ Add missing sidewalk segments and repair existing sidewalks and paths
- ✓ Reconstruct curb ramps to meet accessibility standards
- ✓ Install new pedestrian-activated flashing beacons and crosswalks
- ✓ Create buffered bike lanes





## Tualatin-Sherwood Rd/Nyberg St/I-5

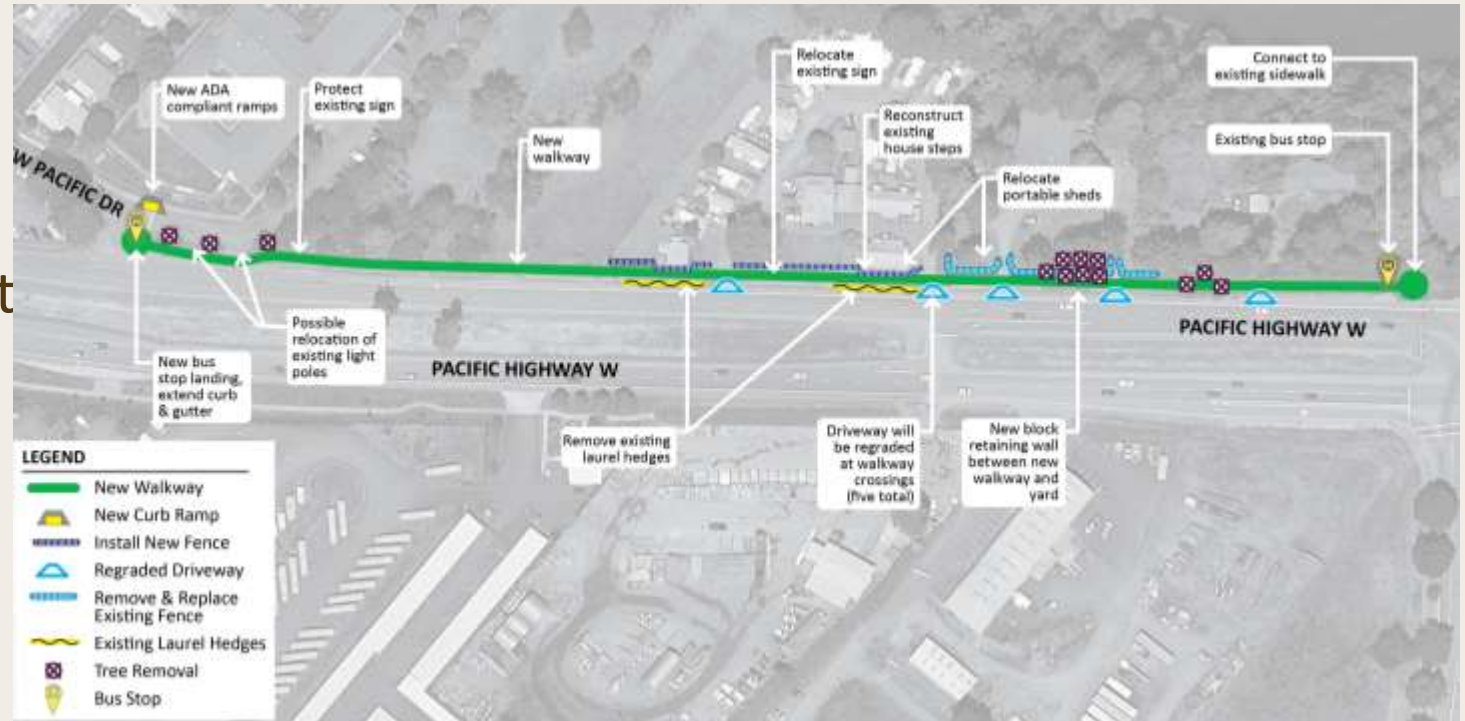
- ✓ Add a third eastbound lane by reducing width of median
- ✓ Restripe existing lanes to improve traffic flow
- ✓ Redesign intersection of Nyberg St at Fred Meyer to provide more green light time at Tualatin-Sherwood Rd
- ✓ Install new signage to help drivers find best lane





## Hwy 99 at Pony Ridge

- ✓ New asphalt walkway to close gaps on north side of Hwy 99W
- ✓ Provide safe connection to transit stops and signalized intersection at 124<sup>th</sup> Ave
- ✓ Public engagement, planning, design and ODOT coordination underway since 2019



## 65<sup>th</sup> Ave Near Meridian Park Hospital

- ✓ Adds a new mid-block crosswalk connecting the west side with hospital on the east
- ✓ Provides a safe place to cross for hospital workers, patients and neighbors
- ✓ Crosswalk location coordinated with TriMet bus stops



## Neighborhood Traffic Safety Projects

**Avery St at Tualatin-Sherwood Rd:** Fill a 300-foot sidewalk gap along the south side of Avery St.

**Martinazzi Ave at Mohawk St:** Install pedestrian-activated flashing beacons at the crosswalk across Martinazzi Ave.

**67th/68th Ave loop at Stoneridge Park:** Add pedestrian improvements as identified by community members

**Martinazzi Ave at Fred Meyer Driveway:** Upgrade corners and bus stop to meet ADA standards

**Sagert St Bridge/I-5 Walkway:** Install improvements to help people walking and biking across the bridge

**Boones Ferry Rd/84<sup>th</sup> Ave:** Install pedestrian-activated flashing beacons at Boones Ferry Rd crosswalk

## Tualatin Moving Forward Report Card – December 2022

### BUILT (24 Projects)

### ESTIMATED COST

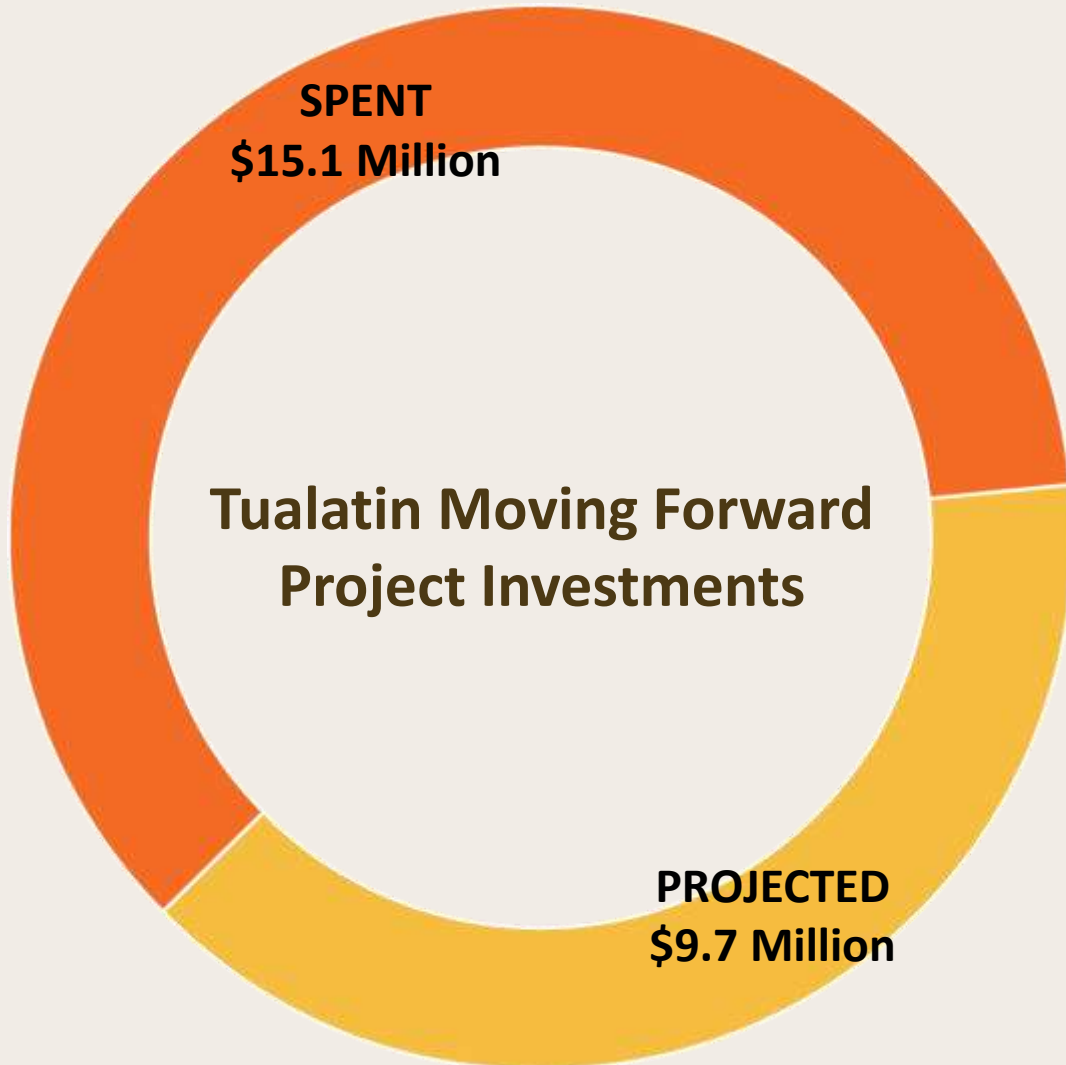
|  |             |
|--|-------------|
| 50th Ave and Wilke St                              | \$122,000   |
| 90th Ave and Sweek Dr                              | \$115,000   |
| 90th Ave Near Kaiser Permanente                    | \$102,000   |
| 95th Ave and Avery St (Tualatin Elementary School) | \$1,100,000 |
| 115th Ave: Tualatin Rd to Hazelbrook Rd            | \$15,100    |
| Avery St: Boones Ferry Rd to Martinazzi Ave        | \$31,100    |
| Boones Ferry Rd at Arapaho St                      | \$100,000   |
| Boones Ferry Rd at High School                     | \$616,000   |
| Boones Ferry Rd at Siletz Dr                       | \$297,500   |
| Boones Ferry Rd at Tualatin Commons                | \$121,000   |
| Borland Rd: Bridgeport Elementary to 60th Ave      | \$104,600   |
| Garden Corner Curves: Moratoc Dr to Willow St      | \$3,477,000 |
| Grahams Ferry Rd at Dogwood St                     | \$190,000   |
| Hazelbrook Rd Crossing                             | \$106,000   |
| Ibach St at Ibach Park                             | \$85,500    |
| Martinazzi Ave: between Avery St and Dakota Dr     | \$25,300    |
| Martinazzi Ave and Sagert St                       | \$1,700,000 |
| Mohawk St: East of Martinazzi Ave at PGE           | \$22,700    |
| Nasoma Ln: near Marquis Assisted Living            | \$97,000    |
| Nyberg Ln at 57th Ave                              | \$150,000   |
| Sagert St at 72nd Ave                              | \$90,000    |
| Sagert St at Atfalati Park                         | \$86,200    |
| Tualatin Rd: between 105th Ave and 115th Ave       | \$141,700   |
| Tualatin Rd: Sweek Dr to Community Park            | \$715,000   |

### UNDERWAY (12 Projects)

|  |             |
|--|-------------|
| 65th Ave near Meridian Park Hospital                 | \$398,000   |
| 67th/68th Ave loop at Stoneridge Park                | \$150,000   |
| Avery St at Tualatin-Sherwood Rd                     | \$100,000   |
| Boones Ferry Corridor Sidewalk and Bike Lane Project | \$7,000,000 |
| Boones Ferry Rd at The Commons Phase 2               | \$150,000   |
| Hazelbrook Area                                      | \$960,000   |
| Hwy 99W: Pony Ridge Neighborhood to 124th Ave        | \$1,285,000 |
| Martinazzi Ave at Fred Meyer Driveway                | \$150,000   |
| Martinazzi Ave at Mohawk St                          | \$130,000   |
| Sagert St. Bridge/I-5 Walkway                        | \$70,000    |
| Stormwater Mitigation (Martinazzi Ave and Sagert St) | \$765,000   |
| Tualatin-Sherwood Rd: Martinazzi Ave to I-5          | \$2,840,000 |



# How Did \$20 Million Become \$24.8 Million?



Total \$24.8 million

- ✓ Bonds sold at a premium
- ✓ Interest earned on idle funds
- ✓ No additional property taxes

Additional funds must be spent for Tualatin Moving Forward program

# FIFTH

# Annual Report *En Español*



## CUARTO Reporte Anual

Diciembre 2021

### Tualatin

MOVING FORWARD

#### ¡Nuestro Cuarto Año es el Mejor Hasta Ahora!

Noviembre 20, 2021 – ¡qué gran día fue celebrar la reapertura de Garden Corner Curves!

Por más de una década, los miembros de la comunidad han expresado sus preocupaciones acerca de esta ruta peligrosa, sinuosa que carecían de aceras y líneas de bicicleta. El ex Concejal de la Ciudad Robert Kellogg estuvo involucrado en la vida cívica de Tualatin como el presidente del Ibach CIO, promoviendo soluciones para la prioridad #1 de su vecindario – Garden Corner Curves.

Ahora, después de dos años de construcción, todos nosotros podemos ver que el resultado finalizado valió la espera. El proyecto provee grandes mejoras al corredor que sigue SW 105th Avenue/Blake Street/108th Avenue entre Avery y Willow Streets. Las mejoras en el corredor de Garden Corner Curves incluyen un nuevo camino de uso compartido, faros destellantes en Moratoc Drive y Blake/108th, un cruce de alta visibilidad elevado, y una señal de retroalimentación para el conductor que muestre la velocidad del auto. El resultado esperado será un buen lugar para que la gente conduzca de manera segura, camine o ande en sus bicicletas.

Usted puede ver un fascinante video tributo producido por Jonn Karsseboom, el vecino más cercano del proyecto. Vaya al sitio web de Jonn para el vivero del Garden Corner: [www.thegardencorner.com](http://www.thegardencorner.com)

Este es sólo uno de los proyectos de transporte hechos posible por el programa de bono de Tualatin Avanzando aprobado por los votantes en Mayo 2018. Hoy, hay 20 proyectos completados y otros 14 en progreso a través de toda la Ciudad. Otro escalón para celebrar pronto es actualizar la intersección en Martinazzi Avenue y Sagert Street donde una señal de tráfico ayudará a desenredar la congestión del tráfico. Ese proyecto está cerca de su terminación, también.

Esperamos que usted le dé un vistazo a este reporte y vea que está pasando.

*Sherilyn Lombos*  
Sherilyn Lombos  
Gerente de la Ciudad

*Michael D. McCarthy*  
Mike McCarthy, P.E.  
Director de Programa de Bonos

#### Reapertura de Garden Corner Curves



City of Tualatin



#### Dentro

- ✓ Mapa y fotos del Proyecto Actualizado
- ✓ Boletín: siga nuestros progresos en proyectos y presupuestos
- ✓ Justo a la Vuelta de la Esquina: próximos proyectos
- ✓ Averigüe Más: vaya a [www.tualatinmovingforward.com](http://www.tualatinmovingforward.com)





City Council Bus Tour – August 8, 2022





# *DISCUSSION*



*NEXT STEPS*





The screenshot shows the website's header with the logo and tagline "Tualatin MOVING FORWARD TRAFFIC FLOW - NEIGHBORHOOD SAFETY". A navigation bar includes links for PROJECTS, FAQ, ANNUAL REPORTS, IN THE NEWS, and CONTACT. The main content area features a paragraph about a \$20 million G.O. bond measure approved in May 2018. Below this, three key project areas are highlighted with icons: Congestion Relief (traffic light icon), Neighborhood Safety (pedestrian icon), and Safe Access to Schools and Parks (school and park icon). Each area includes a brief description of the planned improvements.

English Español

**Tualatin**  
MOVING FORWARD  
TRAFFIC FLOW - NEIGHBORHOOD SAFETY

PROJECTS FAQ ANNUAL REPORTS IN THE NEWS CONTACT

In May 2018, Tualatin voters approved a \$20 million G.O. bond measure to support high priority transportation projects, distributed citywide. The bond measure enables the City to move quickly to finance and build the priority projects within just a few years.

**Project priorities are guided by community input demonstrating broad support for Tualatin's three most pressing transportation issues:**

- Congestion Relief**  
New signals and added travel lanes and turning lanes on Tualatin-Sherwood Road and other streets
- Neighborhood Safety**  
New pedestrian crossings with signals and driver feedback signs that display speed
- Safe Access to Schools and Parks**  
New crosswalks, speed controls and sidewalks to and from schools



*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:** December 12, 2022

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**SUBJECT:**

Consideration of Approval of the Work Session and Regular Meeting Minutes of November 28, 2022.

**RECOMMENDATION:**

Staff respectfully recommends the Council adopt the attached minutes.

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of November 28, 2022
- City Council Regular Meeting Minutes of November 28, 2022



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR NOVEMBER 28, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier

Absent: Councilor Christen Sacco

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

### **1. Equity Committee Planning Group Report.**

Councilor Hillier stated the Council put this planning group together last fall to have discussions on how to form a permanent Equity Committee. Equity Committee Planning Group Members Bella Raymond, Rachel Greenough, Valerie Holt, and BJ Park presented their final report. Member Raymond explained the planning group structure stating there were 17 members who came together to help build the structure of the permanent Tualatin Equity Committee. She stated they met six times between June and November 2022. Member Holt stated during the span of their meetings they discussed each members motivation to be part of the group, looked at other cities and how their committees were formed, made presentations of individual research, held small group facilitations, and made recommendations for final language. Member Park stated the groups area of focus where the permanent committees name, number of members, composition of membership, committee positions, and powers and duties. He stated the recommended name is the Tualatin Inclusion, Diversity, Equity, and Access Committee (Tualatin IDEA Committee). Member Park stated their recommendation is that there should be a nine to thirteen member appointed committee that would serve three-year terms. Member Greenough spoke to the composition of membership stating there should be one voting youth member (high school aged), no more than two members who reside outside city limits, and a non-voting City Council liaison. She shared the exact recommended language regarding the composition of membership. Member Greenough shared the recommended committee positions including two co-chairs appointed by the committee on an annual basis, a secretary position, a task force leader, and participation from non-profits and other subject matter experts as needed. She stated the powers and duties of the committee would be to research and increase areas of opportunity and access, establish goals and objectives, measure success towards accomplishing established goals and objectives, and engage with the community. Member Holt stated the committees areas of focus could include the land acknowledgement, English as a second language courses, and civic education. Member Park stated some barriers and strategies for addressing access and inclusion issues include dealing with concrete barriers such as transportation and childcare by offering stipends, inclusion strategies such as marketing materials in multiple languages, and transparency in process. Member Raymond shared the purpose of the Equity Committee Planning Group. She stated the committee is recommending the adoption of the Tualatin IDEA Committee as presented.

Councilor Reyes stated she is proud of the work and the results of the committee. She thanked the committee for taking the time and being dedicated to the formation of the permanent committee.

Councilor Reyes asked if there are recommended term limits for committee members. Member Holt stated they left that decision to the Council so they could make the best decisions on the diversity of members.

Councilor Pratt thanked the committee for the work they have done. She asked if the committee name should include “advisory” as it will be advising the council. Councilor Pratt asked why a youth position wasn’t specifically carved out. Member Greenough stated the grouping of members was focused on marginalized communities and noted youth members are important as well.

Councilor Brooks stated she is happy to see this move forward and thanked the committee for their hard work. She asked the members about their experience in the process. Member Holt stated the lack of time was their biggest challenge but in the end they reached their final goal. Member Park stated he liked meeting and learning from the different community members. Member Greenough stated it was a powerful experience to be a part of and she sees so much potential for the future committee. Member Raymond stated it was a safe space to share experiences and she is excited for the future committee.

Council President Grimes thanked the committee for their leadership and work. She would like to see the future committee have a public comment section on the agenda so ideas, concerns, and roadblocks can be heard by the group.

Mayor Bubenik shared his appreciation for everyone’s effort, thoroughness, and insight on the committee. He is proud of the product they have produced and he looks forward to the committee being put in place.

Member Park stated anyone with ideas should be allowed to participate in this committee so that it is truly an inclusive and open group for everyone.

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

Councilor Brooks stated she attended the National League of Cities Conference and the Parks Advisory Committee meeting.

Councilor Pratt stated she attended the C4 Metro meeting and the Climate Action Planning meeting.

Councilor Reyes invited everyone to attend The Posada event on December 7, 6pm, at the Library.

Mayor Bubenik stated he attended the Greater Portland Inc. Economic Development District meeting, the Westside Economic Alliance meeting, the Greater Portland Inc. Board meeting, the Metro Mayors Consortium meeting, and the Supportive Housing Services presentation.

## **Adjournment**

Mayor Bubenik adjourned the meeting at 6:42 p.m.

Sherilyn Lombos, City Manager

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

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



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR NOVEMBER 28, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier

Absent: Councilor Christen Sacco

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### **Call to Order**

Mayor Bubenik called the meeting to order at 7:00 p.m.

### **Pledge of Allegiance**

### **Announcements**

1. Public Health Announcement
2. Proclamation Declaring November as Native American Heritage Month

Councilor Hillier read the proclamation declaring November as Native American Heritage Month.

### **Public Comment**

Tim Leary, Byrom CIO Interim President, spoke against a proposed text amendment to allow property south Norwood to be rezoned from institutional to high density residential. He expressed concerns with livability and traffic in the area. He request the Council not approve any further text amendments on land use in the Basalt Creek area until the comprehensive plan can be completed. Mr. Leary also addressed concerns from the Norwood Says No Group that was formed against the proposed high rise and the letter they received to cease placement of signs from the group on private property. He encouraged the Council to direct the Code Enforcement Officer to cease removal of signs on private property. Police Chief Greg Pickering responded that signs on private property will not be removed until further legal review is conducted.

Julie Heronimis expressed concerns with increasing traffic problems in Tualatin. She encouraged the Council to be proactive and complete further transportation studies to solve the problem.

Jan Perry lives off Autum Sunrise and expressed concerns with the removal of trees in the area. She expressed concerns with the pollution and traffic that will only increase with the planned high rise. Ms. Perry asked the Council to consider the impacts on the environment a potential high rise would have.

Chad Fribly spoke in support of the Norwood Says No initiative. He expressed concerns with the traffic in the area and the potential impacts a high rise would further have.



## Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of November 14, 2022
2. Authorize the City Manager to Execute an Amendment to Extend the Broadband Users Group (BUG) Intergovernmental Agreement to January 1, 2026
3. Consideration of **Resolution No. 5655-22** Authorizing the City Manager to Execute an Amendment to an Intergovernmental Agreement with Clean Water Services for the 65th/Nyberg Sanitary Sewer Rehabilitation Project
4. Consideration of **Resolution No. 5658-22** Awarding a Contract for Veterans Plaza Construction Documents and Professional Services to Shapiro Didway LLC
5. Consideration of **Resolution No. 5659-22** Authorizing the Purchase and Installation of Park Barbecue Equipment, Shelter, and Surface through a Cooperative Procurement Program
6. Consideration of **Resolution No. 5660-22** Awarding the Contract for Construction of the Tualatin Road and Hazelbrook Area Improvements, part of the Tualatin Moving Forward Program

## Special Reports

1. Annual Report of the Juanita Pohl Center Advisory Committee

Juanita Pohl Center Supervisor Sara Shepard and Juanita Pohl Center Advisory Committee Chair Susan Noack presented their annual report. Chair Noack stated the committee's role is to discuss programs and services, influence policies and programs, and support efforts to successfully continue to increase attendance and participation. She stated since they have reopened their attendance is increasing at the center. Chair Noack shared a variety of programs happening at the center that involve arts and cultures, education and enrichment, fitness, and wellness. She shared the center has many partnerships that are vital to the success of their programming. Chair Noack stated the benefits of the center include focusing on improving health, life-long learning and enrichment, increasing the quality of life, and social engagement and interactions. She spoke to the past years rentals stating they opened rentals in April and have rented it 43 times since. Chair Noack stated this past year they have enhanced the centers appearance by reupholstering the dining room chairs and replaced the accordion wall. She stated the action plan for 2023 is to continue to provide and expand high quality programs and services, continue to increase diversity, and increase partnerships with National organizations and local community groups.

Councilor Pratt asked about the day trips and if grants are provided for those who cannot pay. Supervisor Shepard stated they are currently working on a grant program to provide program assistance.

Councilor Hillier asked what other community activities are available at the center outside the programs. Supervisor Shepard stated there are drop in activities such as pool tables, public computers, card tables, and sewing groups.

Council President Grimes asked if tax preparation services will be available this year. Supervisor Shepard stated AARP offers a service through the Pohl Center for seniors.

Councilor Reyes asked the committee to consider making videos about upcoming activities and events and post them on Facebook.

Councilor Brooks asked if there are age requirements for activities. Supervisor Shepard stated they are 18 and older. Councilor Brooks wants to make sure people know this is a community place as well as a place for seniors.

Recreational Manager Julie Ludemann announced the return of the Holiday Lights Parade in Tualatin. She stated they will be held on December 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>. Manager Ludemann stated more information on participating or spectating can be found on the city's website

## **General Business**

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

Economic Development Manager Jonathan Taylor presented the Core Opportunity and Reinvestment Area (CORA) plan. He presented a brief recap of the timeline of the plan noting if the plan were adopted tonight, the first collection would happen in 2024 due to the delayed property tax accrual. Manager Taylor shared the plan vision and proposed boundary with modifications from the last meeting. He stated the new boundary is for \$139M in maximum indebtedness, which is \$81M in today's dollars. Manager Taylor stated next steps include project planning for years 1-5.

Council President Grimes stated she is happy to see the council take this on and move this forward.

Mayor Bubenik asked who will be discussing the planning of the projects. Manager Taylor stated the Tualatin Development Commission will be making those decisions.

Councilor Brooks thanked staff for going about this in a thoughtful and methodical way.

Motion for first reading by title only made by Councilor Pratt, Seconded by Councilor Hillier.  
Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier

**MOTION PASSED**

Motion for second reading by title only made by Councilor Pratt, Seconded by Council President Grimes.

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

**MOTION PASSED**

Motion to Ordinance No. 1471-22 making certain determinations and findings relating to and approving the Core Opportunity and Reinvestment Area Plan and directing notice of approval to be published made by Councilor Pratt, Seconded by Council President Grimes.

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

MOTION PASSED

### **Council Communications**

Councilor Brooks thanked everyone who participated in the last Liter Blitz event hosted by the Tualatin Sustainability Network. She stated their second planting event of native gardens will be at Jurgens Park.

Councilor Reyes encouraged everyone to attend The Posada event at the Library on December 7th at 6pm.

### **Adjournment**

Mayor Bubenik adjourned the meeting at 7:58 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:** Ross Hoover, Parks and Recreation Director  
Julie Ludemann, Recreation Manager

**DATE:** December 12, 2022

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**SUBJECT:**

Consideration of **Resolution No. 5661-22** Authorizing the City Manager to Execute a Management and Operations Agreement with Willowbrook Arts Camp for Brown's Ferry Center.

**RECOMMENDATION:**

Staff recommends that the Council approve Resolution No. 5661-22 authorizing a Management and Operations Agreement with Willowbrook Arts Camp for Browns Ferry Center located at 5485 SW Nyberg Lane, Tualatin OR 97062.

**EXECUTIVE SUMMARY:**

The City has leased the Brown's Ferry Center to Willowbrook Arts Camp since 2017 and now both parties wish to build on their successful relationship to continue to provide public benefits to the Tualatin community.

The City owns the building and does not have current financial resources at this time to use it for parks and recreation programming, nor for other City purposes.

The City has the ability to discourage vandalism to the building by having it regularly occupied and the City can reduce operating costs by limiting vandalism and shifting some of the routine costs of operating the building to Willowbrook Arts Camp.

Willowbrook Arts Camp has the organizational capacity to provide the following public benefits to the Tualatin Community in exchange for the right to use the facility for administrative purposes, which in part, support the provision of public benefits to the Tualatin community:

1. Willowbrook will participate in and promote City special events including the annual Blender Dash, ¡Viva Tualatin!, and West Coast Giant Pumpkin Regatta by offering family-friendly activities.
2. Willowbrook will ensure City of Tualatin residents receive a five percent (5%) discount on Willowbrook Arts Camp summer camps.
3. Willowbrook will collaborate with the City, as deemed appropriate by the City. This may include but is not limited to parks & recreation programs and events, and Tualatin Public Library programs.
4. Willowbrook will coordinate with the City to participate in a natural space native plant restoration/tree planting or invasive plant removal event during calendar year 2023.

**FINANCIAL IMPLICATIONS:**

The Management and Operations Agreement is expected to save City funds on a short-term basis. The City will avoid the routine building operating and potential vandalism costs, and receive public benefits shown in Appendix A of the Agreement. The building structures and land are in good condition, although the City may have costs if major system issues occur.

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Attachments:

Resolution No. 5661-22

Maintenance and Operations Agreement

RESOLUTION NO. 5661-22

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TUALATIN AND WILLOWBROOK ARTS CAMP FOR MANAGEMENT AND OPERATIONS OF BROWN'S FERRY CENTER

WHEREAS, the City has leased the Brown's Ferry Center to Willowbrook Arts Camp since 2017 and now both parties wish to build on their successful relationship to provide additional public benefits to the Tualatin community; and

WHEREAS, the City owns the building and does not have current financial resources at this time to use it for other City purposes; and

WHEREAS, the Intergovernmental Agreement requires the City to involve future residential community members to plan the parkland facilities and features;

WHEREAS, the City has the ability to discourage vandalism to the building by having it regularly occupied and the City can reduce operating costs by limiting vandalism and shifting some of the routine costs of operating the building to Willowbrook Arts Camp; and

WHEREAS, Willowbrook Arts Camp has the organizational capacity to provide certain public benefits to the Tualatin Community in exchange for the right to use the facility for administrative purposes, which in part, support the provision of public benefits to the Tualatin community; and

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 a Management and Operations Agreement for Brown's Ferry Center located at 5485 SW Nyberg Lane, Tualatin OR 97062.

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

INTRODUCED AND ADOPTED this 12<sup>th</sup> day of December 2022.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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





**CITY OF TUALATIN  
MANAGEMENT AND OPERATIONS AGREEMENT  
for Brown’s Ferry Community Center  
(5485 SW Nyberg Lane, Tualatin OR 97062)**

This Management and Operations Agreement (“Agreement”) is between the City of Tualatin (“City”) and Willowbrook Arts Camp, a non-profit corporation (“Willowbrook”), (“Provider”) for the facility of “Brown’s Ferry Community Center, located at 5485 SW Nyberg Lane, Tualatin, Oregon 97062” (“Premises”), for the purposes of community education and involvement, and security and safety of the Premises.

Provider will occupy the upstairs office space, as-is, at the Premises, having a building space of approximately 713 square feet. No other use or storage in the building will be permitted, except for meeting or activity space downstairs to be arranged on an as-needed basis. Willowbrook has the non-exclusive right to use the parking areas for up to three (3) parking spaces. No building changes/additions or change in Premise’s current use will be permitted, unless approved in writing from the City’s Parks and Recreation Director.

**Section 1. Purpose.** The purpose of this Agreement is to set out the terms and conditions Provider agrees to in order to maintain the condition and useful value of the Premises consistent with the terms of City of Tualatin Charter, Ordinances, and parks and recreation policies.

**Section 2. Use of Property; Agreement Term.** In consideration of the promises and covenants contained herein the receipt and sufficiency of which are hereby acknowledged by the Parties, the City allows Provider to use and occupy Premises for the purposes outlined in this Agreement from the date beginning January 2, 2023 (Commencement Date) and ending January 2, 2024. This Agreement will automatically extend for one year if not terminated by either party with at least 90 days written notice.

**Section 3. Caretaker, Maintenance, Security and Safety Responsibilities.**

- A. Care & Maintenance.** Provider must operate and use the Premises as it is currently being used and to maintain the Premises’ condition and value to serve Tualatin residents and employees. Provider shall perform the obligations listed in Appendix A which is incorporated by reference herein.
- B. Performance Standards.** The specific performance standards applicable for each obligation listed in Appendix A, such as program coordination, City event participation, and participation in a restoration event outlined in Appendix A. City and Provider may meet as needed to discuss the terms of this Agreement and may modify performance standards to meet City goals.
- C. Access to Tualatin Residents.** The Provider will not allow access to community members or the general public without prior notice to the City.

**Section 4. Management of Property.**

- A. Provider to Manage.** Provider will occupy the Premises for office purposes, consistent with the policies and procedures of the City of Tualatin and as set forth in Appendix A. Provider shall not use nor allow the Premises to be used in any manner inconsistent with City of Tualatin Park Rules or permit anything to be done upon or about the Premises that creates a nuisance.
- B. Compliance with Laws.** Provider must comply with and faithfully observe in the use and occupation of the Premises all rules, laws, regulations, requirements, and codes of the city, county, state, federal, and other applicable governmental authorities.

## **Section 5. Acceptance of Current Conditions; Modifications to the Premises.**

- A. Acceptance.** Provider acknowledges the condition of the Premises as it currently exists. City, its officers, employees, or agents have made no representations or warranties as to the condition of the Premises except as otherwise provided in this Agreement.
- B. Modifications.** Provider may not modify the Premises without the prior express written consent of City which consent is in the City's sole and absolute discretion. Any such approved modification will be made at Provider's sole expense and becomes the property of the City. If Provider makes any alterations, decorations, additions or improvements to the Premises, Provider must promptly pay all service providers who have furnished labor or materials. Provider agrees to protect, defend, indemnify, and hold harmless City and the Premises from any liens or claims. Should such a lien be filed, Provider must bond against or discharge the lien within ten (10) business days after the lien is filed or attached.

**Section 6. Nondiscrimination.** Provider acknowledges it will not discriminate against any person, group, or employee due to race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, ancestry, or any other protected class acknowledged under State and Federal law, in the performance of its duties under this Agreement.

## **Section 7. Insurance.**

- A. Personal Property.** Provider shall bear the expense of any insurance maintained by Provider insuring the personal property of Provider on the Premises against risk of theft or damage.
- B. Liability Insurance.** Provider shall procure and maintain during the term of the Agreement public liability, property damage, and renter's insurance with a responsible company with limits of not less than \$1,000,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons in one occurrence, which insurance shall name the City, its elected officials, officers, employees, agents and insurers as additional named insureds. Provider shall deliver to City a certificate and endorsement of such insurance describing such coverage.

## **Section 8. Hazardous Materials; Dangerous Conditions; Notification of Dangers.**

- A. Hazardous Materials.** Provider must not bring, keep, or use any Hazardous Materials in or about the Premises without the prior written consent of City, which consent is in the City's sole and absolute discretion. As used in this Agreement, "Hazardous Material" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49CFR§172.101), or by the United States Environmental Protection Agency as hazardous substances (40CFR pt 302) petroleum products or other such substances, materials and wastes that are or become regulated under applicable local, state or federal law.
- B. Dangerous Conditions.** Provider must not create any dangerous conditions at the Premises, including but not limited to any fire danger, nuisance, or other violation of law.
- C. Notification of Dangers.** Provider must promptly notify City of any dangers to person or property, or any dangerous conditions, that exist on the Premises, which are either known or discovered by Provider. Provider must inform its visitors, guests and service providers of any known or discovered dangers, or any dangerous conditions, that are present at the Premises, until such time as the condition is remedied.

**Section 9. Nonassignment.** Provider may not assign this Agreement in whole or in part, without the prior written consent of City which consent is in the City's sole and absolute discretion.

**Section 10. Signs.** No permanent signs are permitted on the Premises.

**Section 11. Maintenance of Facility and Common Areas.** City will repair and maintain the structural portions of the Facility, including the roof, lighting, heating, air conditioning, plumbing, water, sewage, gas and electrical systems, fixtures and equipment in good condition and repair. If a defect, malfunction, or damage results from the Provider's act or omission, City is not responsible for such repair and may charge to and collect the cost of such repair from Provider.

- A. Areas.** City will maintain the common areas of the Facility consisting of sidewalks and pathways, landscaping, service areas, the driveway and parking lot.
- B. Utility Costs.** Provider will obtain and pay the pro-rated cost of electric, sanitary and storm sewer, road maintenance, parks utility, and water utilities; and provide regular custodial and cleaning consistent with the level of service provided other City-owned buildings. Provider shall be responsible for any paper products and toilet supplies used. Provider shall obtain and pay cost of telephone, fax, cable, and Internet service.
- C. Repairs.** City has no duty to make repairs under this Agreement until Provider gives written notice to City of the repairs to be made or condition to be corrected. In no event will City be liable for nor will City indemnify the Provider for a failure to make repairs to the Premises if the repair is completed within a reasonable time following notice from Provider.
- D. Access to Facility.** The parties agree that the City staff, consultant's and service providers may, upon 24 hours' notice to Provider (except no notice shall be required in an emergency), enter any portion of the Premises at any time and erect all necessary structures to repair, alter, or maintain the Premises. Provider waives any claim to damages resulting from such activities, except those caused by City's negligence.

**Section 12. Vacate Premises Upon Termination; Damages for Violations.**

- A. Vacate the Premises.** Upon termination of this Agreement, Provider must vacate the Premises and leave the Premises in the same condition as it was at the beginning of this Agreement, except for reasonable wear and tear and damage by unavoidable casualty to the extent that the damage is covered by City's fire insurance policy with extended coverage endorsement. Provider must return all keys for the structures/improvements on the Premises to City, inform City of all combinations on locks, if any, and remove any alterations before vacating the Premises.
- B. Removal of Furnishings.** Upon termination of this Agreement, Provider must remove all of its furnishings and trade fixtures and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the furnishings and fixtures, and City may dispose of it in any manner without liability.
- C. Damages for Violations.** If Provider causes any damage to the Premises, City has the right to recover from Provider the following damages:
  - a.** All costs incurred in the cost of clean-up and repair and preparation for a new use including the cost of correcting any defaults or restoring unauthorized alterations;
  - b.** Reasonable attorney fees incurred in connection with the damage, whether or not any litigation has commenced;
  - c.** City may institute actions to recover such amounts as they accrue and no one action for accrued damages shall bar a later action for damages subsequently accruing.

**Section 13. Indemnity and Status**

**Indemnification by Provider.** Provider must indemnify and hold City, its officers, agents, employees, elected officials, and volunteers harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Provider and its visitors, guests and agents in connection with this Agreement including but not limited to any injury or

property damage that occurs on the Premises.

**Indemnification by City.** To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act and notwithstanding anything to the contrary herein, City must indemnify and hold Provider, its visitors, guests and agents harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by City and its employees, agents, officers, volunteers in connection with this Agreement.

Nothing herein is intended to nor does it create an employment relationship between the Provider and City. Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

**Section 14. Damage by Casualty or Fire and Duty to Repair.** If the Premises is damaged by fire or other casualty, City may use its discretion to repair the damage. If the City chooses not to repair the damage, this Agreement may be terminated by either party after providing written notice to that effect to the other party. If the City chooses to make repairs, City may take possession of and occupy, to the exclusion of Provider, all or part of the Premises to make the necessary repairs. Provider agrees to temporarily vacate, upon request, all or any part of the Premises that City may require to make necessary repairs. City will endeavor to minimize disruption associated with repair. Provider waives all claims for recovery from City for loss or damage to the Premises insured under the City's casualty or fire insurance policies to the extent of any recovery collectable under such insurance.

**Section 15. Performance by City.** City will not be in default for the nonperformance or interruption or delay in performance of any of the terms, covenants, or conditions of this Agreement if due to a labor dispute, strike, lockout, civil commotion or like operation, government regulation or controls, inability to obtain labor or materials, or through an act of God or other cause beyond the reasonable control of City, if such cause is not due to the willful act or neglect of City.

**Section 16. Default; Termination.**

- A. For Cause Termination.** If Provider fails to perform any of the terms, conditions, or covenants of this Agreement, City will provide written notice of the default and a reasonable opportunity to cure. If Provider fails to cure the default within thirty days, then City may terminate this Agreement. This remedy is not exclusive but in addition to all other remedies and rights provided by law.
- B. Termination for Convenience.** The parties may terminate this Agreement by mutual written agreement at any time. In addition, either party may terminate this Agreement by giving the other party at least 90 days prior written notice.

**Section 17. Entire Agreement; Waiver.** This Agreement, constitutes 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 18. Notice to Parties.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to 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 (five) days after mailing.

- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. City's Project Manager  
Julie Ludemann  
Recreation Manager  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062  
503 691-3082  
[jludemann@tualatin.gov](mailto:jludemann@tualatin.gov)
2. Provider Project Manager  
Tafflyn Williams  
Executive Director  
PO Box 3546  
Tualatin, OR 97062  
Phone: 961-415-8844  
Email: [tafflyn@willowbrookartscamp.org](mailto:tafflyn@willowbrookartscamp.org)

**Section 19. 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 20. Certification of Compliance with Tax Laws.** As required by ORS 279B.110(2)(e), Provider represents and warrants that it 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 21. Tax Exempt Status.** Provider shall provide to City proof of filing for property tax exemption with the Clackamas County Assessor's Office. Provider must apply for this exemption in a timely manner. Application fees will be the expense of Provider. Any fees associated with a late filing must be paid by Provider. If Provider fails to file for such exemption, or is not eligible for such exemption as determined by Clackamas County, Provider will be responsible for all real property taxes assessed to City as a result of the Agreement.

**Section 22. 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 Provider's 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. 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 herein 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 within the Circuit Court of Washington County for the State of Oregon. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

**Section 23. 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 24. Governing Law.** 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.

APPROVED AND ENTERED this \_\_\_\_ day of\_\_\_\_\_.

PROVIDER

CITY OF TUALATIN

By\_\_\_\_\_

By\_\_\_\_\_  
Sherilyn Lombos  
City Manager

By\_\_\_\_\_

APPROVED AS TO LEGAL FORM

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

## **WILLOWBROOK ARTS CAMPS PUBLIC BENEFITS**

In accordance with the City of Tualatin's Management and Operations Agreement for Browns Ferry Community Center, Willowbrook Arts Camp (Provider) will address community involvement and education consistent with the Metro Greenspaces Master Plan, City of Tualatin Parks & Recreation System Plan, and the Tualatin Vision 2030 goals, adhering to the agreement terms outlined in the agreement.

**Provider agrees to perform the following public benefits:**

### **Community Involvement and Education**

Willowbrook will collaborate with City, as deemed appropriate by the City. This may include but is not limited to Parks & Recreation programs and events, and Tualatin Public Library programs.

Willowbrook will participate in and promote City special events including the annual Blender Dash, ¡Viva Tualatin!, and West Coast Giant Pumpkin Regatta by offering fun, family-friendly activities.

Willowbrook will ensure City of Tualatin residents receive a five percent (5%) discount on Willowbrook Arts Camp summer camps.

Willowbrook staff will coordinate with the City of Tualatin to participate in a natural space native plant restoration/tree planting or invasive plant removal event during calendar year 2023.

By offering a continued presence in occupying the Browns Ferry Community Center, Willowbrook will enhance safety and security of the facility.



*City of Tualatin*

## **CITY OF TUALATIN Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Don Hudson, Assistant City Manager/Finance Director  
**DATE:** December 12, 2022

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**SUBJECT:**

Consideration of Resolution No. 5662-22, A Resolution Authorizing the Sale of General Obligation Bonds

**RECOMMENDATION:**

Staff Recommends that the City Council adopt the attached Resolution.

**EXECUTIVE SUMMARY:**

On November 8, 2022, Tualatin voters approved Measure 34-317, authorizing the City to issue up to \$25,000,000 of general obligation (G.O.) bonds to finance capital costs related to trails, natural areas, sports fields, parks, and river access; and is expected to include a new east-west trail corridor and public access point on the Tualatin River, new and improved sports fields, and parks improvements citywide.

The attached resolution authorizes the issuance of general obligation bonds. It also authorizes the Assistant City Manager/Finance Director or the City Manager to act on behalf of the City, and without further action by the City Council, to issue the bonds and execute the necessary documents required during the bond sale process.

**OUTCOMES OF DECISION:**

Adoption of the attached resolution authorizes the Assistant City Manager/Finance Director to sell general obligation bonds, as approved by Tualatin voters.

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**ATTACHMENTS:**

- Resolution No. 5662-22



## RESOLUTION NO. 5662-22

### A RESOLUTION AUTHORIZING THE SALE OF GENERAL OBLIGATION BONDS.

WHEREAS, the voters of the City of Tualatin (the “City”) approved Measure 34-317 (the “Measure”) at the November 8, 2022 election, authorizing the City to issue general obligation bonds (the “Bonds”) to finance capital costs as set forth in the Measure; and

WHEREAS, it is now desirable to authorize the sale of the Bonds; and

WHEREAS, ORS 287A.050 limits the amount of general obligation bonds cities can issue for certain kinds of projects to three percent of the real market value of taxable property in the City, and issuing the Bonds will not cause the City to exceed this limit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tualatin, Oregon that:

**Section 1. Bonds Authorized.** The City hereby authorizes the issuance of the Bonds as described in the Measure.

**Section 2. Delegation.** The City Manager, the Assistant City Manager/Finance Director or the person designated by the City Manager or the Assistant City Manager/Finance Director to act on behalf of the City pursuant to this Resolution (each a “City Official”) may, on behalf of the City and without further action by the Council:

- (1) Sell and issue all or any portion of the Bonds in one or more series, which may be sold at different times.
- (2) Participate in the preparation of, authorize the distribution of, and deem final any official statement or other disclosure documents relating to each series of the Bonds.
- (3) Establish the form, final principal amounts, payment terms, prepayment terms and other terms of each series of the Bonds.
- (4) Execute and deliver a bond declaration for each series of the Bonds specifying the terms under which each series of the Bonds are issued and making covenants for the benefit of Bond owners and any providers of credit enhancement for the Bonds.
- (5) Solicit competitive bids for the purchase of each series of the Bonds and award their sale to the bidder offering the most favorable terms to the City, select one or more commercial banks or other lenders and negotiate the sale of any series with those commercial banks or lenders, or negotiate the terms of the sale of each series of Bonds with Piper Sandler & Co., as underwriter, and sell that series to the underwriter.
- (6) Undertake to provide continuing disclosure for each series of the Bonds and to comply with Rule 15c2-12 and any other applicable requirements of the United States Securities and Exchange Commission and any other federal agencies.
- (7) Apply for ratings for each series of the Bonds, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for

each series of the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.

- (8) Engage the services of paying agents and any other professionals whose services are desirable for each series of the Bonds and negotiate the terms of and execute any agreements with such professionals.
- (9) Determine whether each series of the Bonds will bear interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended (the "Code"), or is includable in gross income under the Code. If a series bears interest that is excludable from gross income under the Code, the City Official may enter into covenants to maintain the excludability of interest on that series of the Bonds from gross income.
- (10) Designate any series of Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, if applicable.
- (11) Execute and deliver each series of the Bonds to their purchaser.
- (12) Execute and deliver any documents and take any other action in connection with each series of the Bonds which the City Official finds is desirable to permit the sale and issuance of that series of the Bonds in accordance with this Resolution.

**Section 3. Security for Bonds.** The Bonds shall be general obligations of the City. Pursuant to ORS 287A.315, the City hereby pledges its full faith and credit and taxing power to pay the Bonds, and the City covenants for the benefit of the Bond owners that the City shall levy annually, as provided by law, in addition to its other ad valorem property taxes and outside the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, after considering discounts taken and delinquencies that may occur in the payment of such taxes, to pay the Bonds promptly as they mature.

**Section 4. Effective Date.** This resolution is effective immediately upon its passage.

INTRODUCED AND ADOPTED this 12<sup>th</sup> day of December, 2022.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO LEGAL FORM

ATTEST

BY \_\_\_\_\_  
Bond Counsel

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

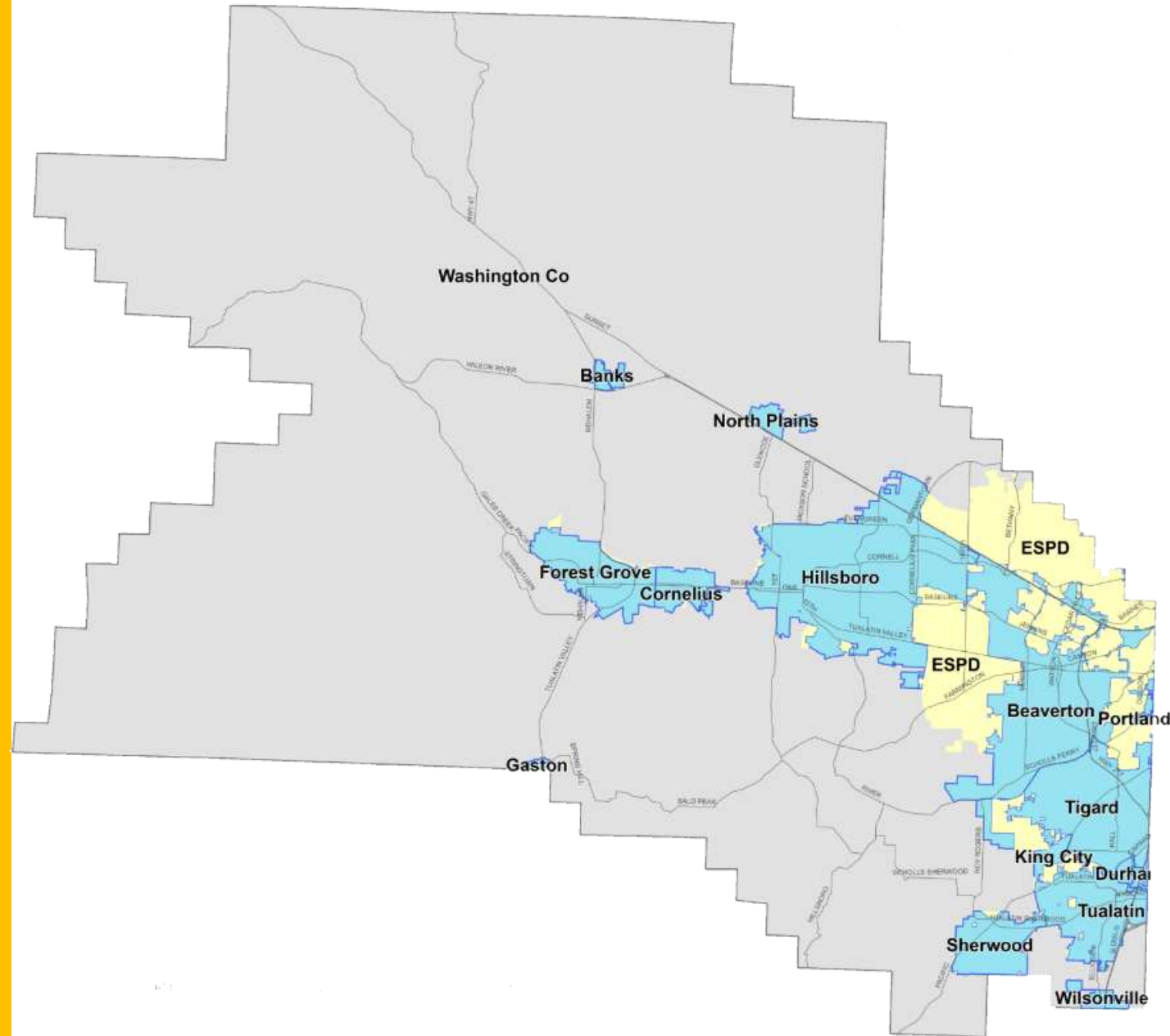


# Washington County Sheriff's Office Updates

**Tualatin City Council**

**December 12, 2022**

# Wherever You Live, We Serve You



- About 600+ professionals and 275+ volunteers
- Manage Washington County's only jail
- Provide county-wide services to 629,000 community members
- Primary first responders for rural, urban unincorporated residents and our municipal contract partners
- Safest major urban county in Oregon\*

\*Data provided by FBI National Incident Based Report System (NIBRS) Overall Crime Rate for 2021





# Mission and Values

The Sheriff is the chief executive officer and conservator of the peace of the county (Oregon Revised Statute 206.010)

**MISSION:** Conserving the peace through values driven services

- 1. Do your best
- 2. Do the right thing
- 3. Treat others the way you want to be treated

**STRATEGIC GOALS:**

- 1. Strengthen staff relationships, foster professionalism, and build trust.
- 2. Be accountable in our commitment to our team and community.
- 3. Be the safest major urban county in Oregon.
- 4. Provide excellent customer service.
- 5. Be financially responsible.





# Sheriff's Statutory Duties

*913 Oregon statutes mention the Sheriff. The general duties of the Sheriff are set out in ORS chapter 206.*

- Arrest individuals who commit crimes
- Defend the county against those who riot or endanger the public peace or safety
- Upon call, attend the Supreme Court and County Court and obey all Court Orders
- **Provide security for State and Justice Courts**
- **Search and Rescue**
- **Operate the County Jail**
- **Execute civil process and court orders**
- **Execute all warrants**
- **Process and issue concealed handgun licenses**
- **Enforce laws on waterways**



# Civil Services

The Sheriff's Office Civil Unit is responsible for booking, serving, and enforcing court orders and documents issued by the courts.

## For 2021:

### ■ **6,544 Cases Served**

- Restraining or protective orders
- Small claim notices
- Summons
- Subpoenas
- Child support documents
- Writs of garnishment
- Foreclosures of real or personal property
- Writs of assistance
- Property seizures
- Other orders of the courts





# Managing Washington County's Only Jail

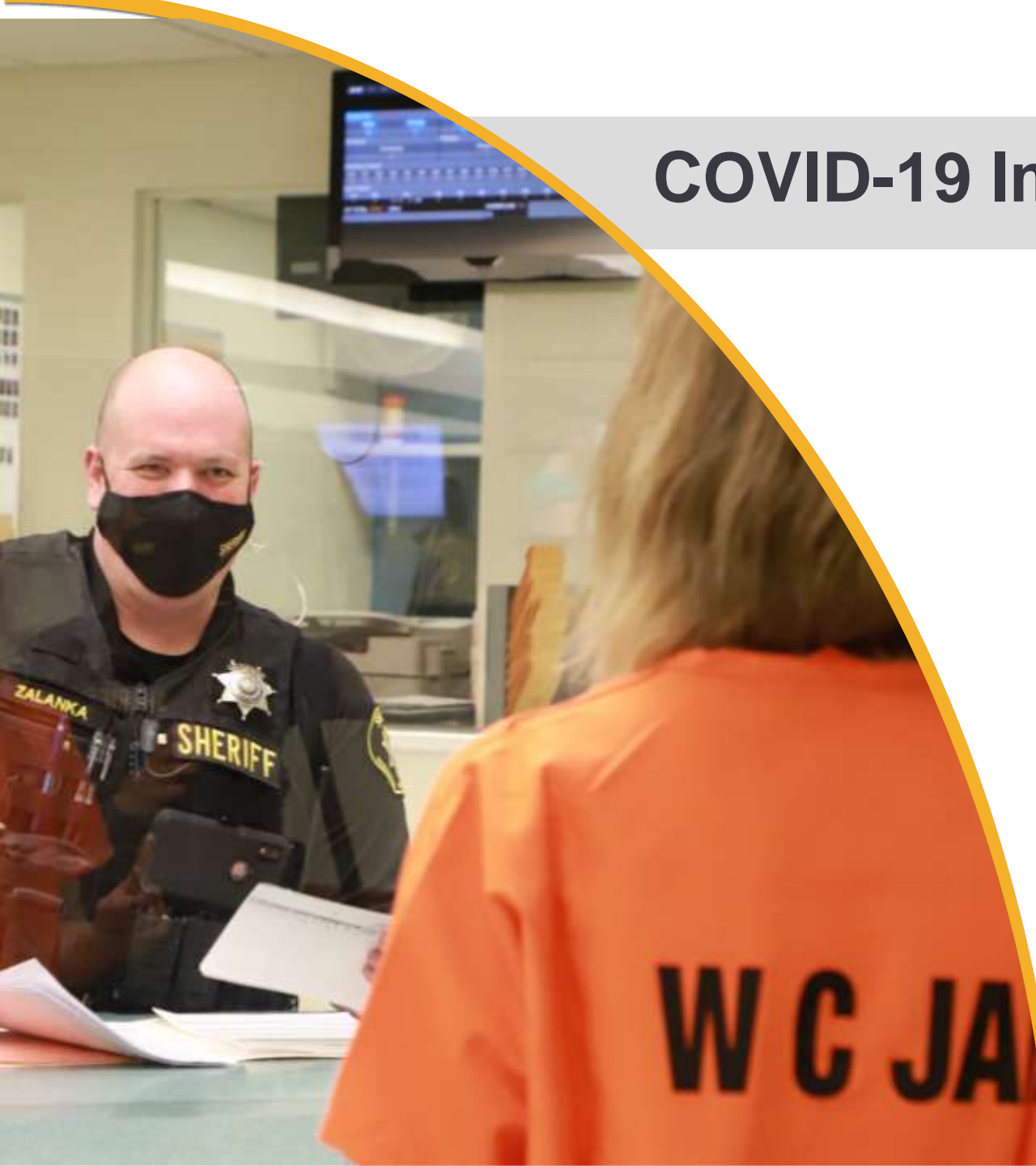
The Washington County jail supports the entire justice system and is a requirement of the Oregon Constitution.

The jail maintains custody of criminal offenders sentenced to a term of incarceration of no more than one year and holds pre-adjudicated individuals the court finds too dangerous for release.

- Jail opened in 1998
- Second smallest jail per 1,000 residents for any county in Oregon
- 572 beds – 508 available beds due to staffing shortage
  - 80 female
  - 24 medical observation
  - 40 segregation
  - 364 general population male
- 10,585 bookings in 2021
- 294 bookings for Tualatin in 2021



# COVID-19 Impacts on Jail Management



- Mandatory masking
- Temporary booking restrictions/capacity limitations
- Distancing
- Return to accepting all arrests and warrants in April 2022
- Facilitate defense attorney visits with clients
- Pandemic-caused court slowdown resulted in a higher percentage of dangerous adults in custody
- Increase in jail population with substance use and/or behavioral health issues

## Navigating Long Term COVID Impacts

- Characteristics and management needs of those in custody make an already challenging job more difficult and have lasting impacts on recruitment and retention
  - Similar justice system pressures on District Attorney, defense bar, Community Corrections, courts
- Services to help reduce recidivism and support transition back to the community
- Robust mental health services
- Substance abuse issues – Narcan response to help address fentanyl threat





## Interagency Teams Improve Countywide Safety

- Certain calls for service or public safety incidents may require an additional response.
- Interagency response teams support healthy outcomes by:
  - Increase potential for peaceful resolution to incidents with high-risk factors.
  - Better meet the needs of those with mental illness
  - Provide expertise needed for complex investigations.
- Respond to calls anywhere in the County and support police functions of all agencies.





# Interagency Teams Improve Countywide Safety

Multi-agency teams respond together to all high-risk public safety issues

- **Tactical Negotiations Team (TNT)** - conserve public safety during hazardous situations where conventional police tactics or equipment may be inadequate
- **Crisis Negotiation Unit (CNU)** – create peaceful solutions by establishing rapport with person or persons in crisis

## 2021 Countywide Activations

|                                  |     |
|----------------------------------|-----|
| <b>TNT</b>                       | 128 |
| <b>CNU</b>                       | 86  |
| Individuals Detained             | 124 |
| Use of Force Resulting in Injury | 1   |



# Criminal Apprehension Team

- The highly trained deputies assigned to CAT track and arrest offenders wanted for serious felony crimes.
- The team verifies the 2,011 registered sex offenders currently in the county remain in compliance with the laws and their registration requirements.
- The combined effort of patrol deputies and this team's hard work improve community safety and maintain offender compliance.

## Criminal Apprehension Team (CAT) 2021 Activity

|             |       |
|-------------|-------|
| Home Visits | 1,160 |
| Arrests     | 332   |





## Mental Health Response Team (MHRT)

- **MHRT includes a deputy and a Master's level mental health clinician** paired together.
- As a team, there is more opportunity for problem-solving on scene; minimizing the risk of a situation escalating; help those in crisis get medical attention, often instead of being taken to jail.
- Partnership with Behavioral Health and Lifeworks NW
- After 10 years of serving the County, MHRT grew from four to eight teams.
  - Hillsboro, Beaverton, Tualatin/Tigard/Sherwood, TriMet

### 2021 MHRT Calls For Service

|                                       |              |
|---------------------------------------|--------------|
| <b>MHRT Calls for Service</b>         | <b>2,472</b> |
| <b>Patrol Calls with MHRT Support</b> | <b>1,608</b> |
| <b>Cornelius calls with MHRT</b>      | <b>53</b>    |



## Supporting a Safe Community

- TNT Quick Reaction Team (QRT) was on-site ready to respond to any life safety incidents during the 2022 Pumpkin Regatta
- Assisted Tualatin PD with high-risk arrests/attempts to contact, including a barricaded suicidal subject





**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:** Lindsay Marshall, Management Analyst II  
**DATE:** December 12, 2022

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**SUBJECT:**  
Republic Services Request for a Rate Adjustment, Effective January 1, 2023

**RECOMMENDATION:**  
Staff recommends that Council review the request from Republic Services and provide further direction.

**EXECUTIVE SUMMARY:**  
City of Tualatin has an exclusive franchise with Republic Services to provide solid waste and recycling services for the City.

They have requested a rate adjustment due to a number of factors, including increased Metro fees regarding wet waste tonnage allocation, to be effective January 2023. Republic has proposed that a revenue increase is necessary to continue providing the quality services within their franchise agreement with the City.

Per the request, Republic Services cites a number of factors that have impacted their rate of return for which the company has had little control, such as:

- Increased disposal costs, including - tonnage charges, regional system fees, host fees, excise taxes, and DEQ fees.
- Inflation – increases of 6.58% in 2022, projected 3.70% in 2023
- Fuel costs – increases of 10% in 2022, projected 5% in 2023
- Labor and wages – increases of 4.90% in 2022, projected 4% in 2023

The City last approved a rate adjustment of 4.6% for these services effective January 1, 2022. Proposed rates for 2023 are shown in Schedule A.

**OUTCOMES OF DECISION:**  
Council may approve the requested 7.8% increase, negotiate a different percentage, or not approve the request.

**FINANCIAL IMPLICATIONS:**  
If approved, the agreed upon rates and changes would be effective January 1, 2023 for the collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

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**ATTACHMENTS:**

- Republic Services Presentation
- Schedule A Proposed 2023 Rate Sheet





# Tualatin

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## Sustainability in Action

**Jason Jordan**

General Manager

**KJ Lewis**

Municipal Relationship Manager

**Akimi Murata-Chambers**

Business Unit Finance Manager







# Tualatin Service Facts

- ❖ Republic Services has 20 drivers servicing your City
- ❖ Drivers are at the curbs of 5,980 homes 3x each week
- ❖ Approximately 965,000 carts were picked up last year






# Tualatin Service Facts

-  5,980 Single-family Customers
-  209 Multi-family Customers
-  904 Commercial Customers
-  7,699 Industrial Hauls (Drop-boxes and Compactors)

# Annual Report Details

## Residential

## Container Counts





|  |       |
|--|-------|
|  20 Gallon Can    | 527   |
|  35 Gallon Cart   | 3,156 |
|  65 Gallon Cart | 2,297 |



# Annual Report Details

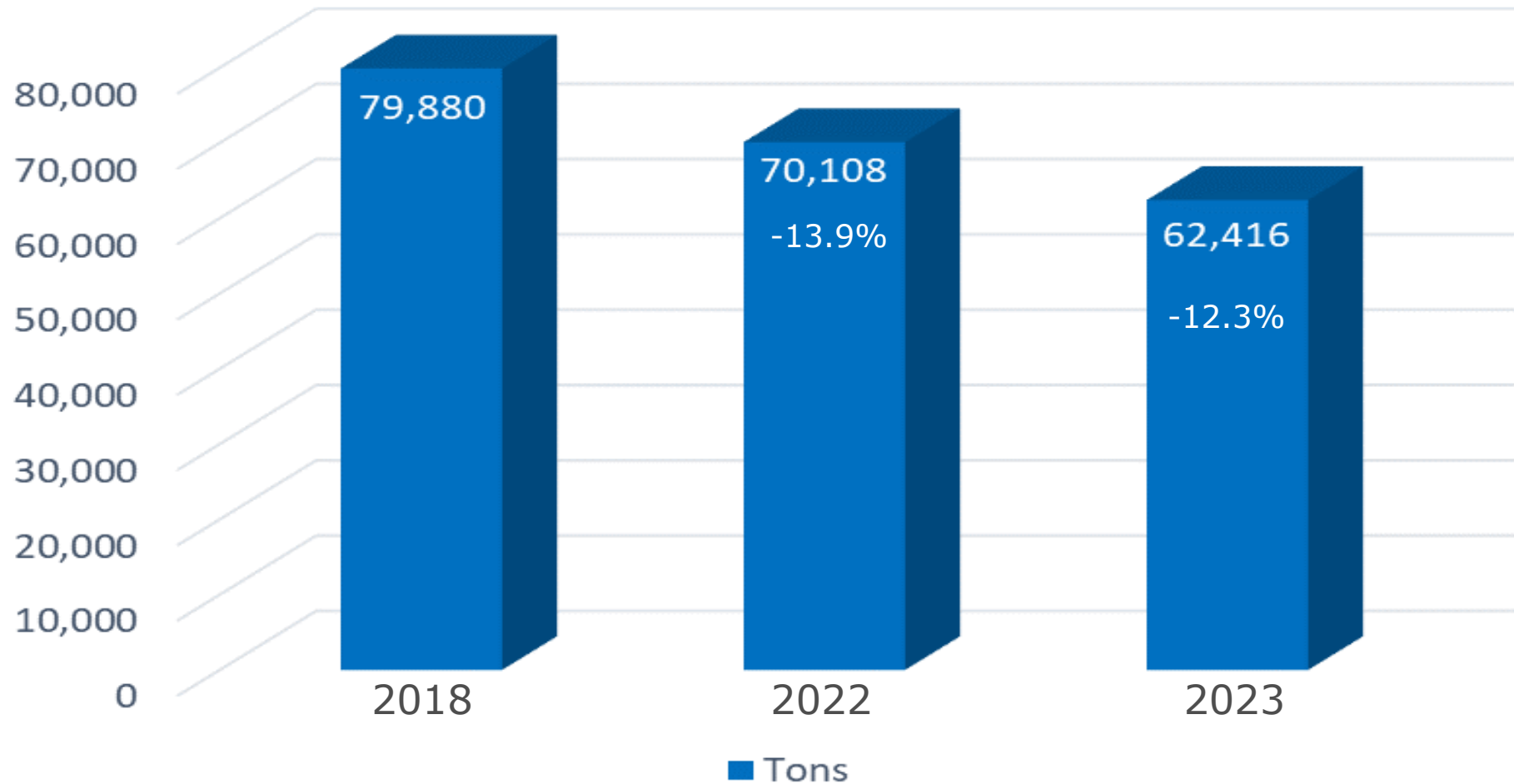
## Residential

## Volume in tons

|   |       |
|---|-------|
|  Recycling       | 1,563 |
|  Glass Recycling | 261   |
|  Garbage         | 4,891 |
|  Yard Debris   | 2,779 |



# Metro's Solid Waste Allocation Forecast





# Disposal Cost Components

- ✿ **Tonnage Charge** - covers the cost of facility operations, including sorting, reloading, transportation and disposal costs.
- ✿ **Metro's Regional System Fee** - This new fund is used to recover the costs for all associated regional solid waste activities related to managing, planning and administering the entire recycling, processing and disposal system.
- ✿ **Metro's Excise Tax** - Pays for Metro's general operations and services.
- ✿ **Metro's Host Fee** - Also referred to as the Community Enhancement Fee. This pays for grants to enhance the communities that host and are directly impacted by transfer stations.
- ✿ **DEQ Fee** - A fee assessed by Oregon Department of Environmental Quality to pay for a portion of its costs in regulating the state's solid waste system.

# Average per ton Disposal Rates



# 10% Industry Target

Does the hauling company really pocket the 10% margin? The answer is no. Before the profit can be returned to the owners, the following need to be paid.

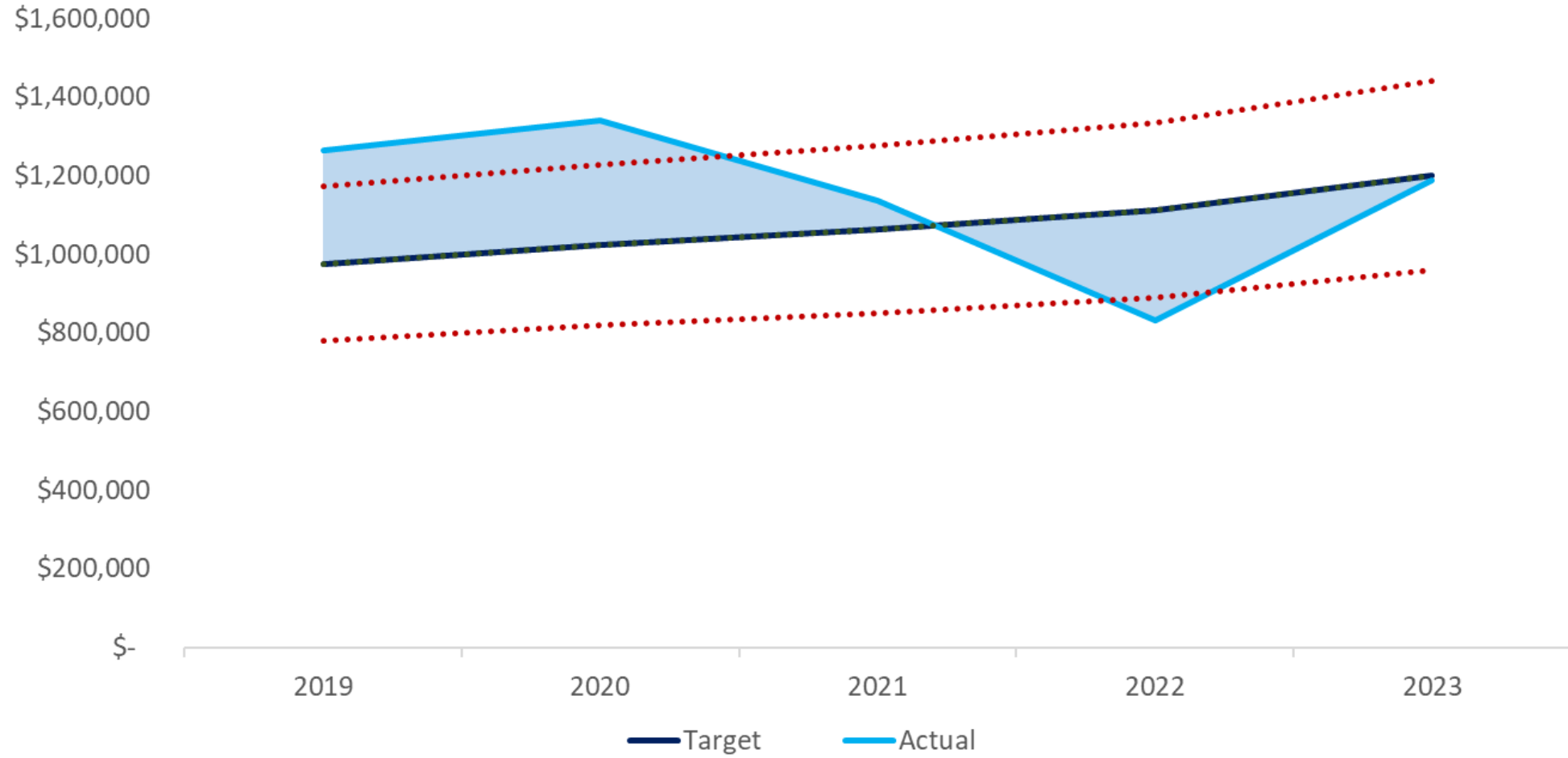
Averages 3-4% of the margin is paid in local, state, and federal taxes. Most taxing authorities, tax the profits of the business while some tax the personal property. These taxes are not included in the allowable expense when calculating the operating margin by the local jurisdiction.

Another 3-4% is allocated to reserves used to run the day-to-day activities of the business. Every well-run business should have adequate cash reserves to meet payroll, daily operational expenses such as vehicle maintenance and disposal costs, and investing activities such as capital purchases.

The remaining portion is then passed back to the owners in the form of dividends and distributions, which is then again taxed as income.

# Tualatin Financials

Profit Compared to Acceptable Profitability Range (8% - 12%)



# Statement of Income

(with requested adjustment included)

| 5Y Financial                        | 2019        | 2020         | 2021         | 2022         | 2023         |
|-------------------------------------|-------------|--------------|--------------|--------------|--------------|
|                                     | Actuals     |              |              | Forecasted   |              |
| Revenue                             | \$9,765,280 | \$10,240,786 | \$10,634,491 | \$11,123,678 | \$11,998,994 |
| Cost of Operations                  | \$7,834,429 | \$8,107,610  | \$8,658,925  | \$9,429,602  | \$9,955,948  |
| Gross Profit                        | \$1,930,851 | \$2,133,176  | \$1,975,566  | \$1,694,076  | \$2,043,046  |
| Sales, General and Administrative   | \$665,548   | \$792,643    | \$838,975    | \$860,905    | \$854,881    |
| Operating Income                    | \$1,265,303 | \$1,340,533  | \$1,136,591  | \$833,171    | \$1,188,164  |
| <i>Op Income as a % of Revenue</i>  | 13.0%       | 13.1%        | 10.7%        | 7.5%         | 10%          |
| Income Taxes                        | \$539,019   | \$383,392    | \$325,065    | \$243,036    | \$441,641    |
| Net Income                          | \$726,284   | \$957,141    | \$811,526    | \$590,135    | \$746,524    |
| <i>Net Income as a % of Revenue</i> | 7.4%        | 9.3%         | 7.6%         | 5.3%         | 6.2%         |



# Table of Expenses

(with requested adjustment included)

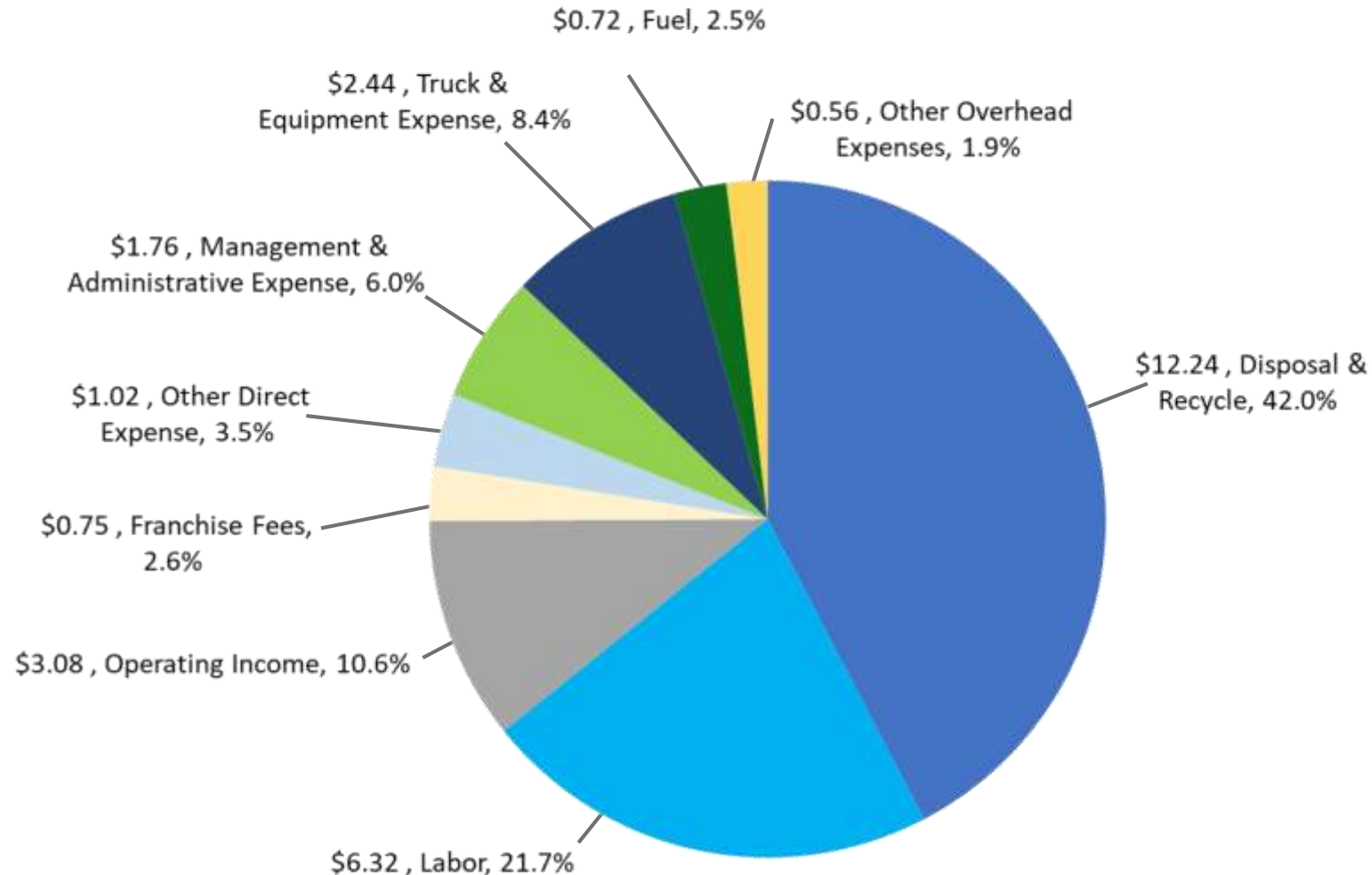
| 5Y Financial                                    | 2019               | 2020               | 2021               | 2022               | 2023               |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|
|   | Actuals            |                    |                    | Forecast           |                    |
| <b><i>Cost of Operations</i></b>                |                    |                    |                    |                    |                    |
| Disposal & Recycle                              | \$4,314,649        | \$4,370,713        | \$4,469,571        | \$4,995,640        | \$5,345,335        |
| Labor   | \$1,932,984        | \$2,133,906        | \$2,309,687        | \$2,422,355        | \$2,519,249        |
| Truck & Equipment Expense                       | \$892,607          | \$933,658          | \$1,062,593        | \$1,094,757        | \$1,127,570        |
| Fuel  | \$159,034          | \$103,690          | \$172,730          | \$190,003          | \$199,304          |
| Franchise Fees                                  | \$227,434          | \$238,967          | \$273,460          | \$333,710          | \$333,717          |
| Other Direct Expense                            | \$307,721          | \$326,676          | \$370,883          | \$393,136          | \$410,231          |
| <b>Cost of Operations</b>                       | <b>\$7,834,429</b> | <b>\$8,107,610</b> | <b>\$8,658,925</b> | <b>\$9,429,602</b> | <b>\$9,935,405</b> |
| <b><i>Sales, General and Administrative</i></b> |                    |                    |                    |                    |                    |
| Management & Administrative Expense             | \$531,664          | \$572,381          | \$632,938          | \$643,284          | \$653,385          |
| Other Overhead Expenses                         | \$133,884          | \$220,261          | \$206,037          | \$217,621          | \$201,474          |
| <b>Sales, General, and Administrative</b>       | <b>\$665,548</b>   | <b>\$792,643</b>   | <b>\$838,975</b>   | <b>\$860,905</b>   | <b>\$854,859</b>   |

# 2022 and 2023 Cost Increase Factors

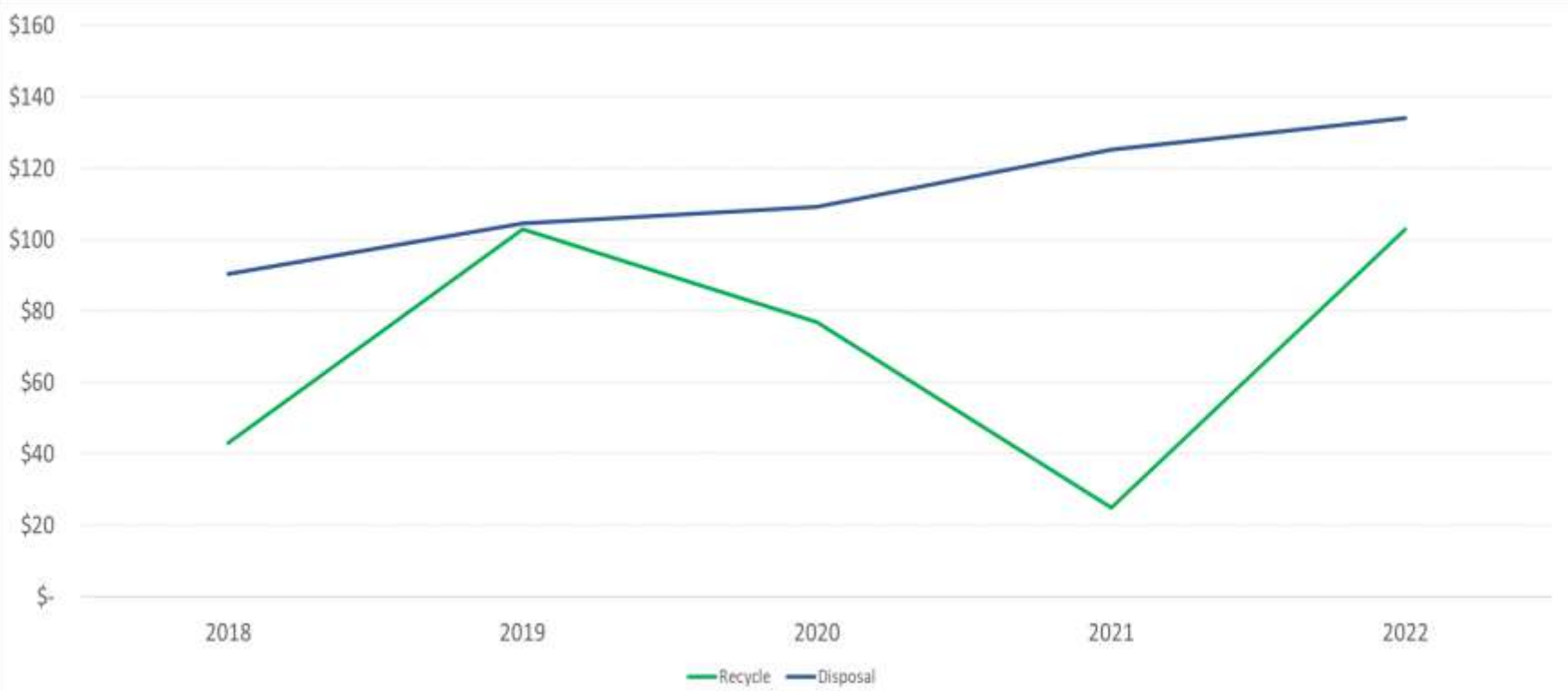
| Expense                 | 2022 Factor | 2023 Factor | Expense Detail   |
|-------------------------|-------------|-------------|--|
| Disposal & Recycle      | 11.80%      | 7.00%       | Assumes Metro price adjustment of ~ 7.1% effective 7/1/22 and forecasted 7/1/23. Remaining portions based on recycling commodity market trend. |
| Labor                   | 4.90%       | 4.00%       | Based on actual and budgeted wage increases.   |
| Repairs and Maintenance | 6.00%       | 3.00%       | 2022 -Used 2022 actuals. 2023 assumed a 7 year average of CPI based on conservative estimate.  |
| Fuel                    | 10.00%      | 4.90%       | Similar to surrounding cities rates analysis. 2023 used a lower rate based on CNG cost forecasting.  |
| Management & Admin      | 1.63%       | 1.57%       | Actual and budget wage increases for 2022/2023.  |
| Other Overhead Expenses | 5.60%       | -7.42%      | Used year to date actual trend for 2022. In 2023, we removed non recurring expenses.   |

# Where does my monthly payment go towards?

(Based on 2021 figures for a 35-gallon customer's monthly rate: \$29.12)



# Recycling and Disposal Costs per Ton



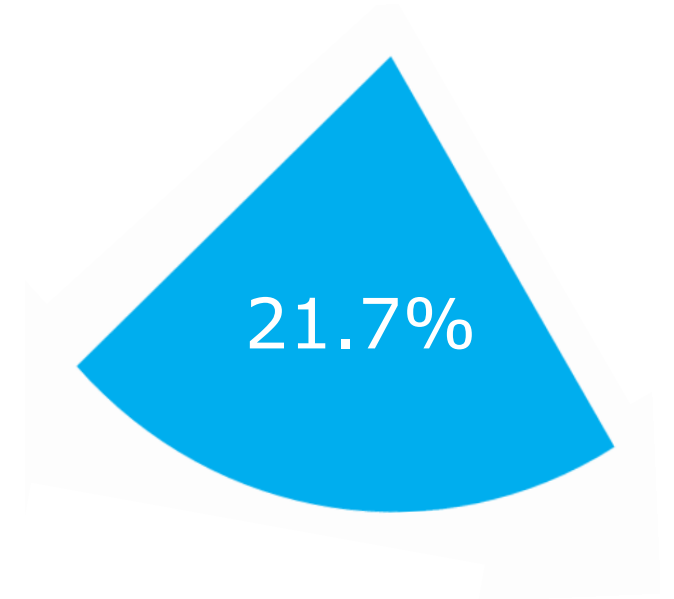
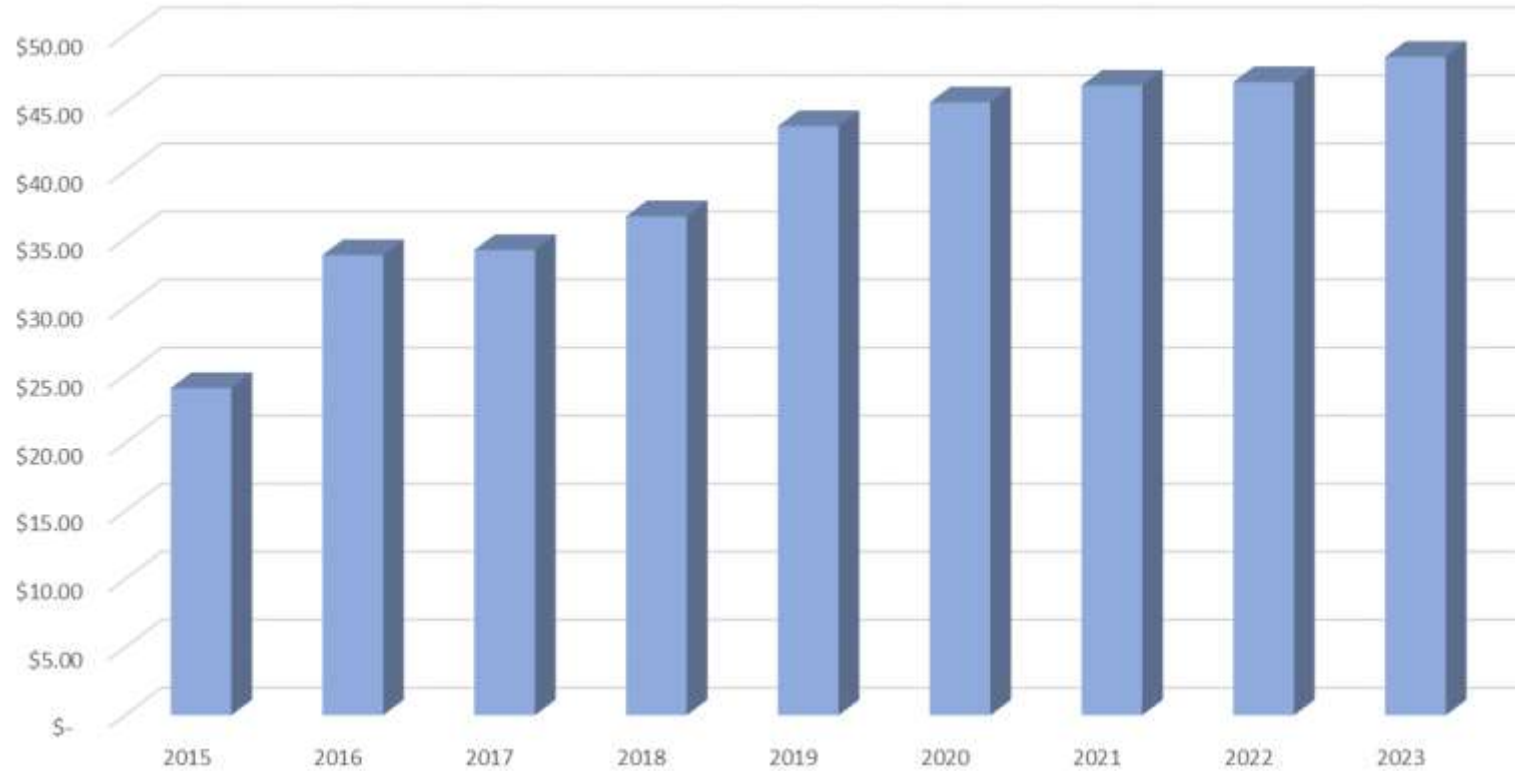
42%

## Overview

Actual Disposal Costs shown by year, but not reflective of units. The recycling costs from 2018 through 2022 are the average costs due to the fluctuating commodity market prices through the duration of the year. 2022 is showing the current pricing to show the change in price from 2021 to 2022.

# Labor

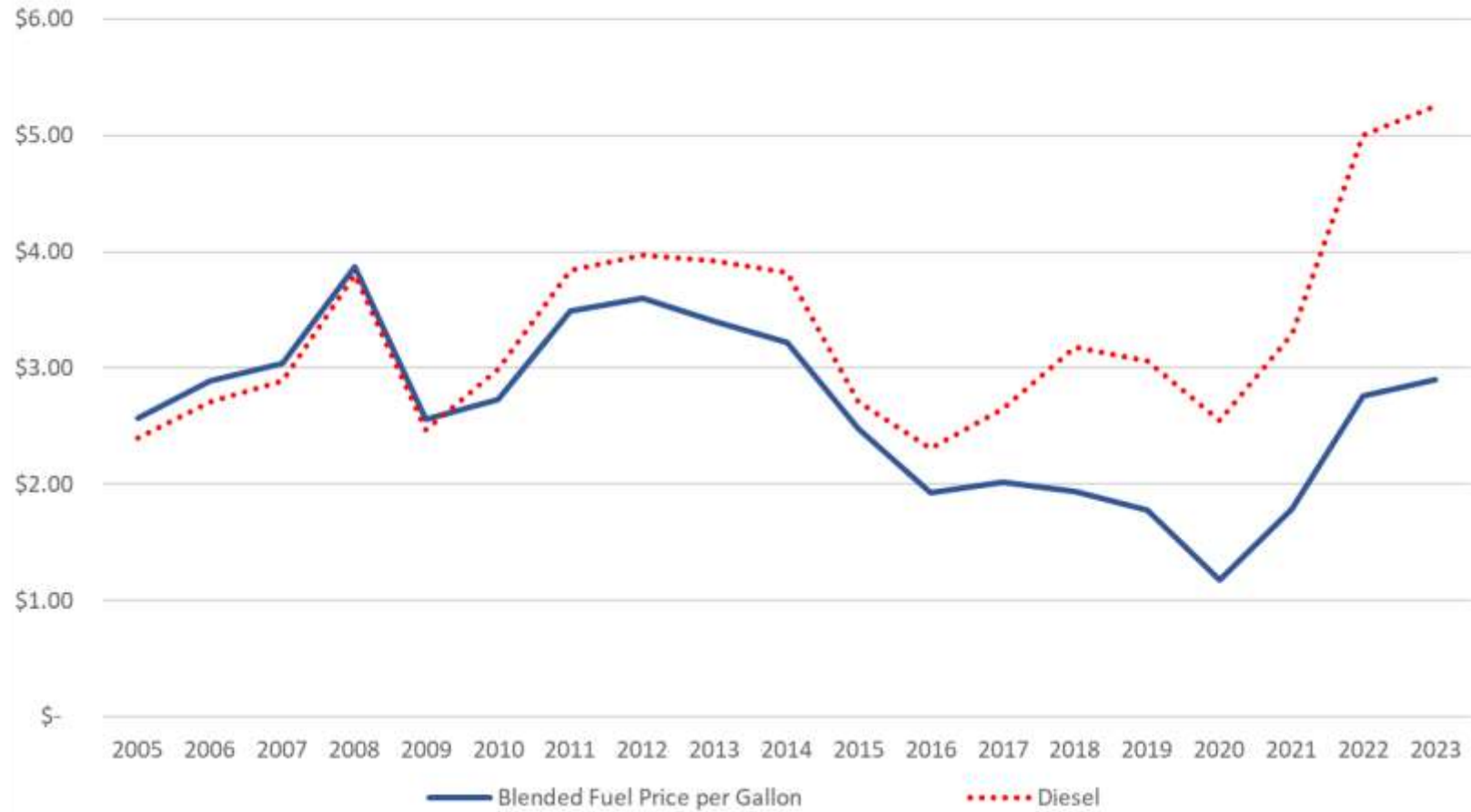
(Average Driver Wage per Hour -Includes taxes, pension, and benefits)





# Fuel

## Blended Fuel vs. Diesel Price per Gallon



2.5%

# Area Rates

|                          | Tualatin       |                 | Sherwood        | Wilsonville    | West Linn      | Oregon City    | Lake Oswego     | Tigard         | Beaverton      |
|--------------------------|----------------|-----------------|-----------------|----------------|----------------|----------------|-----------------|----------------|----------------|
| Population               | 27,537         |                 | 20,254          | 26,519         | 27,103         | 37,411         | 40,411          | 55,767         | 98,216         |
| <b>Residential Rates</b> | <b>Current</b> | <b>Proposed</b> | <b>1/1/2023</b> | <b>Current</b> | <b>Current</b> | <b>Current</b> | <b>1/1/2023</b> | <b>Current</b> | <b>Current</b> |
| 20 gallon                | \$24.80        | \$26.75         | \$28.45         | \$21.32        | -              | \$24.35        | \$26.69         | \$30.44        | \$25.70        |
| 35 gallon                | \$29.12        | \$31.41         | \$31.20         | \$27.95        | \$32.18        | \$39.96        | \$35.96         | \$33.79        | \$29.40        |
| 65 gallon                | \$38.83        | \$41.89         | \$40.85         | \$36.30        | \$51.54        | \$40.34        | \$53.45         | \$39.16        | \$44.10        |

## Service Frequency

|                    |        |        |        |        |        |        |        |        |        |
|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Garbage</b>     | Weekly | Weekly | Weekly | Weekly | Weekly | Weekly | Weekly | Weekly | Weekly |
| <b>Recycle</b>     | Weekly | EOW    | Weekly | EOW    | Weekly | Weekly | Weekly | Weekly | Weekly |
| <b>Yard Debris</b> | Weekly | Weekly | Weekly | EOW    | Weekly | Weekly | EOW    | Weekly | Weekly |
| <b>Glass</b>       | Weekly | EOW    | Weekly | EOW    | Weekly | Weekly | Weekly | Weekly | Weekly |

Chart notes: EOW represents services that are collected Every-Other-Week (twice per month). Proposed adjustment would be effective January 1, 2023.

# Requested Adjustment

|                          | Current  | Proposed | \$ Δ    |
|--------------------------|----------|----------|---------|
| <b>Residential Rates</b> |          |          |         |
| 20 gallon                | \$24.80  | \$26.75  | \$1.95  |
| 35 gallon                | \$29.12  | \$31.41  | \$2.29  |
| 65 gallon                | \$38.83  | \$41.89  | \$3.06  |
| <b>Commercial Rates</b>  |          |          |         |
| 35 gallon                | \$26.42  | \$28.50  | \$2.08  |
| 65 gallon                | \$35.61  | \$38.41  | \$2.80  |
| 90 gallon                | \$43.64  | \$47.07  | \$3.43  |
| 1 yard                   | \$113.25 | \$122.16 | \$8.91  |
| 1.5 yard                 | \$143.57 | \$154.87 | \$11.30 |
| 2 yard                   | \$189.54 | \$204.45 | \$14.91 |
| 3 yard                   | \$264.53 | \$285.35 | \$20.82 |
| 4 yard                   | \$335.51 | \$361.91 | \$26.40 |
| 5 yard                   | \$408.83 | \$441.00 | \$32.17 |
| 6 yard                   | \$473.13 | \$510.36 | \$37.23 |
| 8 yard                   | \$593.82 | \$640.55 | \$46.73 |
| <b>Industrial Rates</b>  |          |          |         |
| 10 yard                  | \$130.93 | \$141.23 | \$10.30 |
| 20 yard                  | \$130.93 | \$141.23 | \$10.30 |
| 30 yard                  | \$156.20 | \$168.49 | \$12.29 |

| Year | Δ%    | Effective date |
|------|-------|----------------|
| 2022 | 7.87% | 1/1/2023       |
| 2021 | 4.6%  | 1/1/2022       |
| 2020 | 3.1%  | 7/1/2020       |
| 2018 | 6.5%  | 6/1/2018       |
| 2016 | 5.7%  | 6/1/2016       |



# Summary

- ✳ Increased disposal costs, including - tonnage charges, regional system fees, host fees, excise taxes, and DEQ fees.
- ✳ Inflation – increases of 6.58% in 2022, projected 3.70% in 2023
- ✳ Fuel costs – increases of 10% in 2022, projected 5% in 2023
- ✳ Labor and wages – increases of 4.90% in 2022, projected 4% in 2023

Due to these factors Republic Services is asking for a 7.87% rate adjustment to take effect January 1, 2023



Jason Jordan

General Manager

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KJ Lewis

Municipal Relationship Manager

[KLewis8@republicservices.com](mailto:KLewis8@republicservices.com)

Akimi Murata-Chambers

Business Unit Finance Manager

[AMurata-chambers@republicservices.com](mailto:AMurata-chambers@republicservices.com)

# Thank you

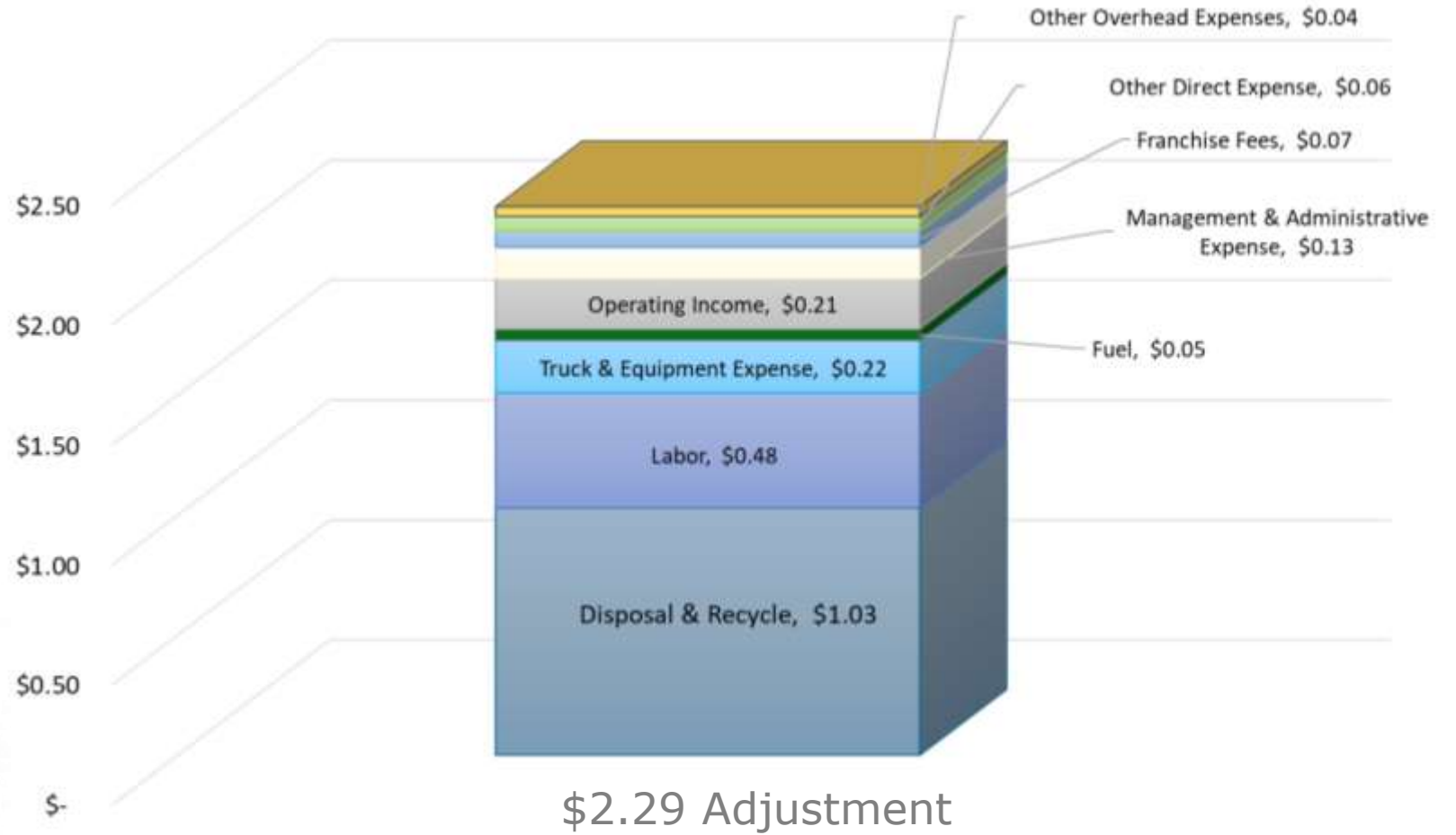
Sustainability in Action



# Appendix

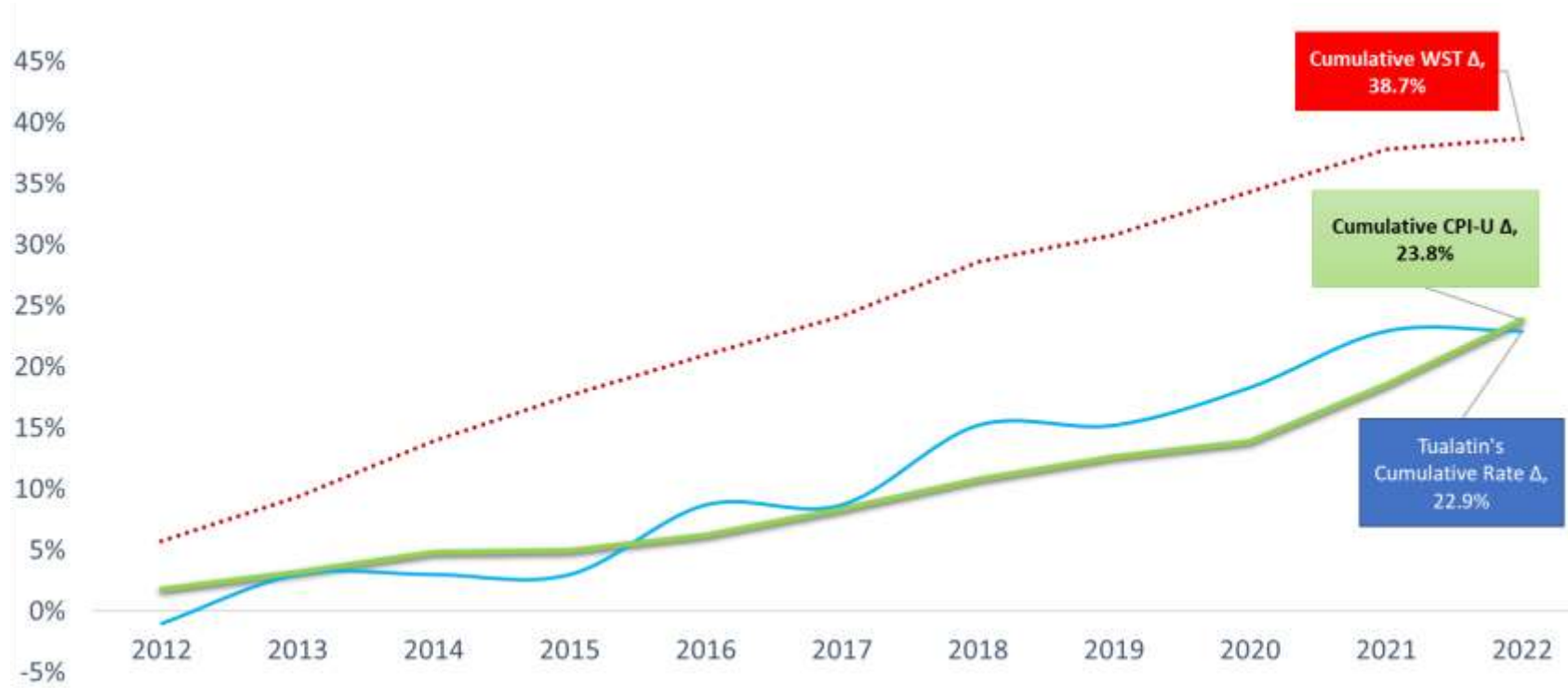
# What does my increase pay for?

(Based on 2021 figures for a 35-gallon customer)



# Cumulative Price Adjustments

Tualatin and Water, Sewer, Trash Index (WST)



|                         | 2012 | 2013 | 2014  | 2015  | 2016 | 2017  | 2018  | 2019  | 2020  | 2021  | 2022  |
|-------------------------|------|------|-------|-------|------|-------|-------|-------|-------|-------|-------|
| — Tualatin's Cumulative | -1%  | 3%   | 3%    | 3%    | 8.7% | 8.7%  | 15.2% | 15.2% | 18.3% | 22.9% | 22.9% |
| ..... Cumulative WST Δ  | 5.7% | 9.3% | 13.9% | 13.9% | 21%  | 24.1% | 28.6% | 30.8% | 34.3% | 37.8% | 38.7% |
| — Cumulative CPI-U Δ    | 1.7% | 3.2% | 5%    | 4.8%  | 6.2% | 8.3%  | 10.8% | 12.6% | 13.8% | 18.5% | 23.8% |

# SCHEDULE A

## PROPOSED RATE ADJUSTMENT

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF TUALATIN

Effective Date: January 1, 2023

I. **RECYCLING SERVICES:** The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include the items listed below. The current recycle surcharge that is being considered by the city is excluded from the scheduled items below:

A. **SINGLE-FAMILY RESIDENTIAL:**

1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and a glass recycling bin.
2. Weekly curbside pick-up of yard debris providing a 65-gallon roll cart. Only yard debris at the curb in the 65-gallon roll cart will be collected.

B. **MULTI-FAMILY RESIDENTIAL:** Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. **CITY OFFICES:** Office paper recycling of all items included in the Republic Services Mixed Paper Program and corrugated cardboard.

II. **MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:**

| Residential Services   |                    |                    |
|--|--------------------|--------------------|
| Cart Size  | Current            | As of Jan. 1, 2023 |
| 20-Gallon  | <del>\$24.80</del> | <b>\$26.75</b>     |
| 35-Gallon  | <del>\$29.12</del> | <b>\$31.41</b>     |
| 65-Gallon  | <del>\$38.83</del> | <b>\$41.89</b>     |
| Occasional extra   | <del>\$5.93</del>  | <b>\$6.40</b>      |
| (35-Gallon can or Bag)   | <del>\$11.86</del> | <b>\$12.79</b>     |
| An additional cart will be charged at double the single cart rate. |                    |                    |

**NOTES ON RESIDENTIAL SERVICE:**

1. In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services.

2. All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. *No carts will be provided on an on-call basis.*
3. Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers.
4. An occasional extra 35-gallon cart for a regular customer is ~~\$5.93~~. **\$6.40**
5. The minimum charge for any stop for an occasional customer is ~~\$11.86~~. **\$12.80**  
Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month.
6. Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of ~~\$11.86~~ **\$12.79** may be charged for replacement of damaged or lost glass recycling bins. Customers will be charged ~~\$75.49~~ **\$81.45** for a lost or damaged garbage, recycling, or yard debris carts.
7. State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full.
8. Yard debris carts are intended for the collection of yard debris only. If the yard debris or recycle cart contains material other than yard debris/recycling, collection shall be charged at garbage rates (~~\$11.31~~ **\$12.20** per contaminated cart).
9. Carts and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee.
0. An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles.
1. Customers may request recycling only (~~\$7.55~~ **\$8.15** per month); yard debris collection only (~~\$7.55~~ **\$8.15** per month); or both (~~\$15.10~~ **\$16.30** per month).
2. An extra charge of ~~\$29.12~~ **\$31.42** for a driver to go back and pick up customer who was reinstated or failed to put cart out on time after driver has left area.

### III. MULTI-FAMILY AND COMMERCIAL SERVICE:

| Monthly Rates For Multi-Family and Commercial<br>Single Cart Service - Loose |                    |                    |
|--|--------------------|--------------------|
| Cart Size  | One Stop Per Week  | As of Jan. 1, 2023 |
| 35-Gallon  | <del>\$26.42</del> | <b>\$28.49</b>     |
| 65-Gallon  | <del>\$35.61</del> | <b>\$38.41</b>     |
| 90-Gallon  | <del>\$43.64</del> | <b>\$47.07</b>     |
| An occasional extra 35-Gallon<br>Can or Bag                                  | <del>\$5.93</del>  | <b>\$6.40</b>      |
| An additional Cart will be charged at double the single Cart rate.           |                    |                    |



Monthly Rates For Multi-Family and Commercial  
Single Cart Service - Loose

Stops Per Week

| Containers     | 1       | 2         | 3          | 4         | 5         | 6         |
|----------------|---------|-----------|------------|-----------|-----------|-----------|
| 1 Cubic Yard   | —113.25 | —216.38   | —316.76    | -         | -         | -         |
|                | 122.16  | 233.41    | 341.69     |           |           |           |
| 1.5 Cubic Yard | —143.57 | —281.65   | —411.84    | —536.21   | —657.03   | -         |
|                | 154.87  | 303.81    | 444.25     | 578.40    | 708.73    |           |
| 2 Cubic Yard   | —189.54 | —368.11   | —537.23    | —687.61   | —856.15   | —1,027.92 |
|                | 204.45  | 397.08    | 579.50     | 741.72    | 923.52    | 1,108.81  |
| 3 Cubic Yard   | —264.53 | —512.03   | —745.28    | —961.03   | —1,189.05 | —1,444.62 |
|                | 285.35  | 552.32    | 803.93     | 1,036.65  | 1,282.62  | 1,558.30  |
| 4 Cubic Yards  | —335.51 | —649.33   | —960.99    | —1,255.10 | —1,539.77 | —1,847.57 |
|                | 361.91  | 700.43    | 1,036.61   | 1,353.86  | 1,660.93  | 1,992.95  |
| 5 Cubic Yards  | —408.83 | —803.28   | —1,173.41  | —1,545.00 | —1,895.82 | —2,274.96 |
|                | 441.00  | 866.49    | 1,265.74   | 1,666.58  | 2,045.00  | 2,453.98  |
| 6 Cubic Yards  | —473.13 | —929.20   | —13,787.97 | —1,788.83 | —2,244.51 | —2,655.37 |
|                | 510.36  | 1,002.32  | 14,872.94  | 1,929.59  | 2,421.13  | 2,864.32  |
| 8 Cubic Yards  | —593.82 | —1,164.97 | —1,722.71  | —2,290.89 | —2,650.34 | —3,057.37 |
|                | 640.55  | 1,256.64  | 1,858.27   | 2,471.16  | 2,858.89  | 3,297.95  |

**A. COMPACTED CONTAINER SERVICE:**

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

**RECYCLING ONLY RATES:**

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

| Recycling Rates for Multi-Family Sites<br>With Compactors or Train Systems   |                |                    |
|--|----------------|--------------------|
| Cart Size  | Monthly Charge | As of Jan. 1, 2023 |
| 10-99  | \$159.66       | \$172.23           |
| 100-199  | \$2.72         | \$2.93             |
| 200-299  | \$2.13         | \$2.30             |
| 300-399  | \$1.93         | \$2.08             |
| 400+   | \$1.86         | \$2.01             |
| Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler. |                |                    |

**NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE:**

1. Additional carts shall be at 100% of the first cart rate multiplied by the stops per week.
2. An occasional extra 35-gallon can for a regular customer shall be ~~\$5.93~~ \$6.40 each occurrence.
3. An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service.
4. The charge for multiple units of any type shall be to the owner of the units.
5. Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A — Section 6.
6. When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service.

7. Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart.

8. All carts will be provided by franchisee.

**IV. DROP BOX SERVICE:**

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee, and Metro user or service fees. The rates are as follows:

| <b>Box Size Loose (Per Haul) As of Jan. 1, 2023</b> |                     |          |
|---|---------------------|----------|
| <30 Yard  | <del>\$130.93</del> | \$141.23 |
| 30 Yard   | <del>\$156.20</del> | \$168.49 |
| 40 yard   | <del>\$189.59</del> | \$204.51 |
| <30 yard compactor                                  | <del>\$189.59</del> | \$204.51 |
| 30 Yard Compactor                                   | <del>\$253.99</del> | \$273.98 |
| 40 Yard Compactor                                   | <del>\$287.44</del> | \$310.06 |

**A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:**

1. Delivery fee of ~~\$48.53~~ \$52.35 shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations. An additional haul fee of ~~\$30.55~~ \$32.95 will be charged to customers with covered (lids) boxes that require the box to be round-tripped.

2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.

3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below):

| Box Size | Loose (Per Day) | Loose (Per Month) | Loose (Per Day) | As of Jan. 1, 2023 |
|----------|-----------------|-------------------|-----------------|--------------------|
| 10 Yard  | \$8.45          | \$93.87           | \$9.11          | \$101.26           |
| 20 Yard  | \$8.45          | \$93.87           | \$9.11          | \$101.26           |
| 30 Yard  | \$9.07          | \$100.13          | \$9.78          | \$108.01           |
| 40 Yard  | \$9.71          | \$106.39          | \$10.47         | \$114.76           |

4. Additional rental fees of ~~\$7.05~~ \$7.60 per month may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of ~~\$17.26~~ \$18.62 per month will be charged for customers who have their box(es) hauled less than one time per month.

**V. MISCELLANEOUS SERVICE RATES AND PROVISIONS:**

- A. Hourly hauling rates (plus cost of disposal):
  - 1 truck and 1 driver                      \$122.71/hour ~~\$122.71/hour~~ \$132.37/hour
  - 1 truck, 1 driver, and 1 helper        \$155.01/hour ~~\$155.01/hour~~ \$167.21/hour
- B. Each location of carts, containers, or drop boxes will be billed as a separate account.
- C. When customers abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds 500 pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or

900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a cart or container so that the lid cannot be securely closed. If a cart or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.

- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of



- . Yard debris carts contaminated with garbage will be charged ~~\$11.86~~ **\$12.79** extra per occurrence.
- A. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- B. When a single customer uses multiple carts, which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- C. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- D. Placement of hazardous waste material, including tires, liquid waste (paint), and appliances, in a unit collected by franchisee is prohibited.

All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.

- O. Customers requesting the temporary use of a three-cubic-yard container will be charged ~~\$132.48~~ **\$142.9** for delivery, removal, and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of ~~\$19.93~~ **\$21.49** per week or ~~\$143.80~~ **\$155.12** for an extra haul fee. Container can only be on site for a maximum of two (2) weeks.
- P. Enclosures where driver has to open gates and roll out containers will be charged ~~\$18.78~~ **\$20.26** per enclosure per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Republic Services will provide *at-cost* sharps containers for medical waste disposal, (current cost is ~~\$18.78~~ **\$20.26** per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.

R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed at Republic Service's discretion and schedule.

**VI. COMMERCIAL ORGANICS RATES**

| Container Size                      | Bundled Front-Load Commercial Options |                                 |                                 |                                   |                                     |                                     |
|-------------------------------------|---------------------------------------|---------------------------------|---------------------------------|-----------------------------------|-------------------------------------|-------------------------------------|
|                                     | x1 per Week                           | x2 per Week                     | x3 per Week                     | x4 per Week                       | x5 per Week                         | x6 per Week                         |
| 1 Cubic Yard                        | \$113.25<br><del>\$122.16</del>       | \$216.38<br><del>\$233.41</del> | \$316.76<br><del>\$341.69</del> | -                                 | -                                   | -                                   |
| w/ 35 or 65 gal COM Organics Cart   | \$120.58<br><del>\$130.07</del>       | \$231.04<br><del>\$249.23</del> | \$22.00<br><del>\$23.73</del>   | \$29.33<br><del>\$31.64</del>     | \$36.66<br><del>\$39.55</del>       | -                                   |
| w/ 1 to 3 yd COM Organics Container | \$156.02<br><del>\$168.30</del>       | \$231.04<br><del>\$249.23</del> | \$128.31<br><del>\$138.41</del> | \$171.08<br><del>\$184.54</del>   | \$213.85<br><del>\$230.68</del>     | -                                   |
| 1.5 Cubic Yard                      | \$143.57<br><del>\$154.87</del>       | \$281.65<br><del>\$303.82</del> | \$411.84<br><del>\$444.25</del> | \$536.21<br><del>\$578.41</del>   | \$657.03<br><del>\$708.74</del>     | -                                   |
| w/ 35 or 65 gal COM Organics Cart   | \$150.90<br><del>\$162.78</del>       | \$296.31<br><del>\$319.63</del> | \$433.84<br><del>\$467.98</del> | \$565.54<br><del>\$610.05</del>   | \$693.69<br><del>\$748.28</del>     | -                                   |
| w/ 1 to 3 yd COM Organics Container | \$186.34<br><del>\$201.00</del>       | \$296.31<br><del>\$319.63</del> | \$540.15<br><del>\$582.66</del> | \$707.29<br><del>\$762.95</del>   | \$870.88<br><del>\$939.42</del>     | -                                   |
| 2 Cubic Yard                        | \$189.54<br><del>\$204.46</del>       | \$368.11<br><del>\$397.08</del> | \$537.23<br><del>\$579.51</del> | \$697.61<br><del>\$752.51</del>   | \$856.15<br><del>\$923.53</del>     | \$1,027.92<br><del>\$1,108.82</del> |
| w/ 35 or 65 gal COM Organics Cart   | \$196.87<br><del>\$212.37</del>       | \$382.77<br><del>\$412.90</del> | \$559.23<br><del>\$603.24</del> | \$726.94<br><del>\$784.15</del>   | \$892.81<br><del>\$963.07</del>     | -                                   |
| w/ 1 to 3 yd COM Organics Container | \$232.31<br><del>\$250.59</del>       | \$382.77<br><del>\$412.90</del> | \$665.54<br><del>\$717.92</del> | \$868.69<br><del>\$937.06</del>   | \$1,070.00<br><del>\$1,154.21</del> | -                                   |
| 3 Cubic Yard                        | \$264.53<br><del>\$285.35</del>       | \$512.03<br><del>\$552.33</del> | \$745.28<br><del>\$803.93</del> | \$961.03<br><del>\$1,036.66</del> | \$1,189.05<br><del>\$1,282.63</del> | \$1,444.62<br><del>\$1,558.31</del> |
| w/ 35 or 65 gal COM Organics Cart   | \$271.86<br><del>\$293.26</del>       | \$526.69<br><del>\$568.14</del> | \$767.28<br><del>\$827.66</del> | \$990.36<br><del>\$1,068.30</del> | \$1,225.71<br><del>\$1,322.17</del> | -                                   |

|                                     |                      |                          |                          |                          |                          |                          |
|-------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| w/ 1 to 3 yd COM Organics Container | \$307.30<br>\$331.48 | \$526.69<br>\$568.14     | \$873.59<br>\$942.34     | \$1,132.11<br>\$1,221.21 | \$1,402.90<br>\$1,513.31 | -                        |
| 4 Cubic Yard                        | \$335.51<br>\$361.91 | \$649.33<br>\$700.43     | \$960.99<br>\$1,036.62   | \$1,255.10<br>\$1,353.88 | \$1,539.77<br>\$1,660.95 | \$1,847.57<br>\$1,992.97 |
| w/ 35 or 65 gal COM Organics Cart   | \$342.84<br>\$369.82 | \$663.99<br>\$716.25     | \$982.99<br>\$1,060.35   | \$1,284.43<br>\$1,385.51 | \$1,576.43<br>\$1,700.50 | -                        |
| w/ 1 to 3 yd COM Organics Container | \$378.28<br>\$408.05 | \$663.99<br>\$716.25     | \$1,089.30<br>\$1,175.03 | \$1,426.18<br>\$1,538.42 | \$1,753.62<br>\$1,891.63 | -                        |
| 5 Cubic Yard                        | \$408.83<br>\$441.00 | \$803.28<br>\$866.50     | \$1,173.41<br>\$1,265.76 | \$1,545.00<br>\$1,666.59 | \$1,895.82<br>\$2,045.02 | \$2,274.96<br>\$2,454.00 |
| w/ 35 or 65 gal COM Organics Cart   | \$416.16<br>\$448.91 | \$817.94<br>\$882.32     | \$1,195.41<br>\$1,289.48 | \$1,574.33<br>\$1,698.23 | \$1,932.48<br>\$2,084.57 | -                        |
| w/ 1 to 3 yd COM Organics Container | \$451.60<br>\$487.14 | \$817.94<br>\$882.32     | \$1,301.72<br>\$1,404.17 | \$1,716.08<br>\$1,851.14 | \$2,109.67<br>\$2,275.70 | -                        |
| 6 Cubic Yard                        | \$473.13<br>\$510.37 | \$929.20<br>\$1,002.33   | \$1,377.97<br>\$1,486.42 | \$1,788.83<br>\$1,929.61 | \$2,244.51<br>\$2,421.15 | \$2,655.37<br>\$2,864.35 |
| w/ 35 or 65 gal COM Organics Cart   | \$480.46<br>\$518.27 | \$943.86<br>\$1,018.15   | \$1,399.97<br>\$1,510.14 | \$1,818.16<br>\$1,961.25 | \$2,281.17<br>\$2,460.70 | -                        |
| w/ 1 to 3 yd COM Organics Container | \$515.90<br>\$556.50 | \$943.86<br>\$1,018.15   | \$1,506.28<br>\$1,624.82 | \$1,959.91<br>\$2,114.15 | \$2,458.36<br>\$2,651.83 | -                        |
| 8 Cubic Yard                        | \$593.82<br>\$640.55 | \$1,164.97<br>\$1,256.65 | \$1,722.71<br>\$1,858.29 | \$2,290.89<br>\$2,471.18 | \$2,650.34<br>\$2,858.92 | \$3,057.37<br>\$3,297.99 |
| w/ 35 or 65 gal COM Organics Cart   | \$601.15<br>\$648.46 | \$1,179.63<br>\$1,272.47 | \$1,744.71<br>\$1,882.01 | \$2,320.22<br>\$2,502.82 | \$2,687.00<br>\$2,898.47 | -                        |
| w/ 1 to 3 yd COM Organics Container | \$636.59<br>\$686.69 | \$1,179.63<br>\$1,272.47 | \$1,851.02<br>\$1,996.70 | \$2,461.97<br>\$2,655.73 | \$2,864.19<br>\$3,089.60 | -                        |

Table note: Bundled options available to all commercial service levels in Tualatin.

## TUALATIN SUPPLEMENTAL SERVICE

| TYPE OF SERVICE   | RATE  |
|---|---|
| <u>Special services not listed:</u>   |   |
| Hauler will charge a reasonable rate for driver time, collection, and disposal.<br>Charge to be related to a similar schedule fee where possible. |   |
| <u>Appliances:</u>  |   |
| Large appliances that contain Freon (accessible @ curb)   | <del>\$54.85</del> <b>\$59.17</b>                       |
| Large appliances <i>without</i> Freon (accessible @ curb, Freon removal certificate required)   | <del>\$33.28</del> <b>\$35.90</b>                       |
| <u>Bathtub/Sink/Toilet:</u>   |   |
| Fiberglass tub/shower   | <del>\$48.73</del> <b>\$52.56</b>                       |
| Toilet  | <del>\$24.51</del> <b>\$26.43</b>                       |
| Sinks   | <del>\$18.32</del> <b>\$19.76</b>                       |
| <u>Carpets:</u>   |   |
| Rug   | <del>\$18.32</del> <b>19.76</b>                         |
| <u>Tires:</u>   |   |
| Tires with rims   | Passenger/Light Truck <del>\$24.51</del> <b>\$26.43</b> |
| Tires without rims  | Passenger/Light Truck <del>\$18.32</del> <b>\$19.76</b> |
| Tires - Heavy Equipment, Semi, etc. charged per ton at current disposal facility gate rate  |   |
| <u>Large furniture:</u>   | <del>\$30.42</del> <b>\$32.81</b>                       |
| (per item: Full size couch, dining table, dresser, mirror, etc.)  |   |
| <u>Small furniture:</u>   | <del>\$18.32</del> <b>\$19.76</b>                       |
| (per item: recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.)   |   |
| <u>Hide-a-bed:</u>  | <del>\$49.62</del> <b>\$53.52</b>                       |
| (per item)  |   |
| <u>Mattresses:</u>  |   |
| Twin mattress/box spring (set) Double/  | <del>\$18.32</del> <b>\$19.76</b>                       |
| queen mattress/box spring (set) King  | <del>\$36.62</del> <b>\$39.50</b>                       |
| mattress/box spring (set)   | <del>\$46.71</del> <b>\$50.39</b>                       |

**Other:**

|  |                    |                |
|--|--------------------|----------------|
| Bicycle  | <del>\$39.25</del> | <b>\$42.34</b> |
| Waterbed bag                                   | <del>\$26.36</del> | <b>\$28.43</b> |
| Windows  | <del>\$66.19</del> | <b>\$71.40</b> |
| Treadmill, door, furnace, BBQ, satellite dish, | <del>\$40.42</del> | <b>\$43.60</b> |
| lawnmower Basketball Hoop                      | <del>\$61.50</del> | <b>\$66.34</b> |
| Hot Water Heater (empty)                       | <del>\$48.53</del> | <b>\$52.35</b> |
| Hot Tub Cover                                  | <del>\$41.59</del> | <b>\$44.86</b> |
| Entertainment Center                           | <del>\$72.05</del> | <b>\$77.72</b> |
| Christmas Tree less than 6'                    | <del>\$10.78</del> | <b>\$11.63</b> |

**E-waste Removal:**

|                                   |                    |                |
|-----------------------------------|--------------------|----------------|
| TV under 25", PC, Monitor, laptop | <del>\$69.71</del> | <b>\$75.20</b> |
| TV over 25"                       | <del>\$70.88</del> | <b>\$76.45</b> |
| TV console, TV Projection,        | <del>\$73.22</del> | <b>\$78.98</b> |

Customers shall not place hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks into the carts or bins.

Damaged carts/bins due to noncompliance with the above restrictions, or unretrieved carts/bins may be replaced by the hauler at the costs listed on the service rate pages.

**Return trip fee (if bulk items are not out for pick-up):** ~~\$26.97~~ **\$29.09**

**Bankruptcy and account closures for failure to pay:**

Payment of service provided and two months advance payment required for residential and commercial service. Payment is due at delivery of service for industrial service.

**Service interrupt fee/late fees:**

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 45 days from invoice date for all lines of business.

Flat fee of \$25.00 will charged after 60 days of non-payment for all lines of business.

**VII. FUTURE ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEE:**

On or before May 1, franchisees shall file an annual report with the City for the year ending the previous December 31.