



TUALATIN CITY COUNCIL MEETING

MONDAY, FEBRUARY 12, 2024

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, February 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>

Work Session

- 1. 6:00 p.m. (20 min) – Basalt Creek Park Update.** Staff will present an opportunity to develop city property between Autumn Sunrise subdivision and Plambeck Gardens complex to connect the neighborhood and begin providing park amenities.
 - 2. 6:20 p.m. (20 min) – Government Affairs & Lobbying Services Discussion.** Staff is looking for direction from the City Council on the scope of services to include in the Request for Proposals for government affairs and lobbying services.
 - 3. 6:40 p.m. (20 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the February 12 City Council meeting and brief the Council on issues of mutual interest.
-

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Employee of the Year

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 January 8 and January 22, 2024
2. Consideration of **Resolution No. 5752-24** Awarding a Contract for Cured In Place Plastic (CIPP) Pipe Relining Services to Insituform Technologies, LLC

Special Reports

1. Tualatin Park Advisory Committee Annual Report
2. Outside Agency Grant Awardee- Family Justice Center

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: February 12, 2024

SUBJECT:
Basalt Creek Park Update

EXECUTIVE SUMMARY:

The 2018 Parks and Recreation Master Plan identified the need for future parks, trails and natural areas in Basalt Creek. City Council accepted the Basalt Creek Parks and Recreation Plan in 2022, which approximately 700 community members participated during 20 engagement opportunities.

Staff will present an opportunity to develop city property between Autumn Sunrise subdivision and Plambeck Gardens affordable housing complex to connect the neighborhood and begin providing park amenities.



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Megan George, Deputy City Manager

DATE: February 12, 2024

SUBJECT:
Government Affairs and Lobbying Services Discussion

EXECUTIVE SUMMARY:

Staff is looking for direction from the City Council on the scope of services to include in the Request for Proposals for government affairs and lobbying services.

Tualatin is a member of the League of Oregon Cities, Metropolitan Mayors Consortium, and National League of Cities. While all three organizations provide some level of advocacy support on behalf of cities, whether at the state or federal level, none provide advocacy for Tualatin-specific priorities or issues.

Currently, City Council members and City staff submit funding requests, track legislative issues, and advocate when capacity exists. Adding a consultant to support government affairs and lobbying would provide subject-matter expertise in navigating legislative processes and add significant capacity to current efforts.

Possible services at both the state and federal level could include:

1. Develop Legislative Priorities;
2. Build Relationships;
3. Facilitate Development of Project Funding Asks;
4. Bill and Issue Tracking;
5. Advocate for Legislative Priorities; and
6. Communicate Progress.

Staff's presentation will explain models followed by other cities, additional information on how each of those six services might look, and discussion prompts for the City Council.

OUTCOMES OF DECISION:

Staff will finalize and issue a Request for Proposals. All proposals will be reviewed by the City's Contracts and Procurement Analyst and by the Review Committee. The Review Committee consists of Mayor Frank Bubenik, City Manager Sherilyn Lombos, and Deputy City Manager Megan George.

FINANCIAL IMPLICATIONS:

The Fiscal Year 2023/2024 Budget includes \$100,000 to hire a consultant to support government affairs and lobbying services. Depending on the scope of services, we can expect to pay between

\$5,000 - \$6,000 per month for services at the state-level alone. Staff anticipates this will be an ongoing expense.

It is also possible the City will see new one-time revenue because of successful advocacy efforts.

ATTACHMENTS:

- Presentation
- Draft Request for Proposals

Government Affairs and Lobbying Services Discussion

City Council | February 12, 2024



The Ask

Staff is looking for direction from the City Council on the scope of services desired for government affairs and lobbying.



Background

- Tualatin is a member of the League of Oregon Cities, Metropolitan Mayors Consortium, and National League of Cities
 - Advocacy on behalf of cities, but not specific to Tualatin
- City Council members and City staff submit funding requests, track legislative issues, and advocate when capacity exists
- \$100,000 budgeted in FY 2023-2024 budget for government affairs and lobbying services

Other Wheels (we don't need to recreate the wheel)

- Reviewed materials and talked with staff from Wilsonville, Happy Valley, and Tigard
- Various models
 - Dedicated City staff position(s) (Portland)
 - Responsibility shared by multiple City staff (Lake Oswego, Tualatin)
 - Hired lobbyist or lobbying firm (Wilsonville, Happy Valley, Tigard)

Possible Services

1

Develop Legislative Priorities

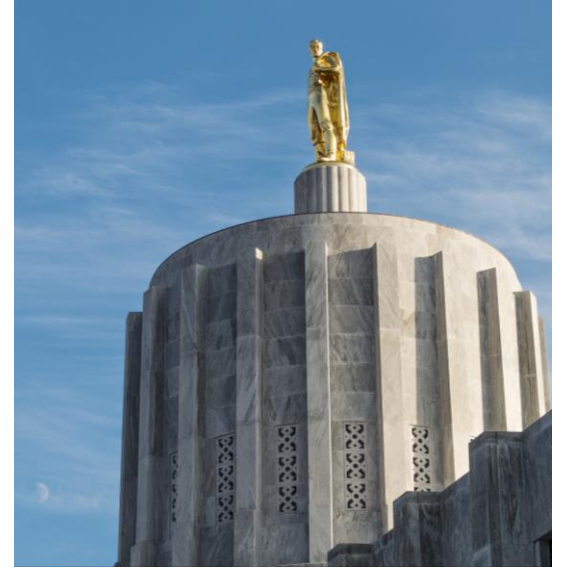
- State and/or Federal
- Adopted annually or every two years
- Can be general or specific

2

Build Relationships

State

- Legislative Representatives (Oregon Senator Rob Wagner and Oregon House Representative Jules Walters)
- Legislative staff
- State Agency staff



Federal

- Congressional Representatives (US Senators Jeff Merkley and Ron Wyden, US Representative Andrea Salinas)
- Congressional staff
- Federal Agency staff



3

Facilitate Development of Project Funding Asks

- State and/or Federal
- Provide expert advice on funding processes (state Christmas tree bill, federal earmarks, grants, etc.)
- Provide advice on funding proposals based on knowledge of legislator priorities and other “inside baseball”
- Advocate for funding proposals to appropriate parties

4

Bill and Issue Tracking

- State and/or Federal
- During and outside of legislative session
- Examples: Tolling, Climate Friendly and Equitable Communities, Recreational Immunity, Paid Leave Oregon, etc.



5

Advocate for Legislative Priorities

- State and/or Federal
- Coordinate City written and oral testimony at legislative hearings
- Develop talking points for City Council and staff
- Facilitate participation in League of Oregon Cities and/or National League of Cities events (ex. LOC's City Day at the Capitol and NLC's Congressional Cities Conference)

6

Communicate Progress

- State and/or Federal
- Range (Examples)
 - Light: Annual Report
 - Medium: Update before/after session
 - Heavy: Update before/after session and periodically

Service Summary

State

- 1 Develop Legislative Priorities
- 2 Build Relationships
- 3 Facilitate Development of Project Funding Asks
- 4 Bill and Issue Tracking
- 5 Advocate for Legislative Priorities
- 6 Communicate Progress

Federal

- 1 Develop Legislative Priorities
- 2 Build Relationships
- 3 Facilitate Development of Project Funding Asks
- 4 Bill and Issue Tracking
- 5 Advocate for Legislative Priorities
- 6 Communicate Progress

Next Steps

- **February 21:** Issue Request for Proposals (RFP)
- **February 28:** Pre-Proposal Meeting
- **March 20:** RFP Closes
- **March 21 – 29:** Review Committee Scores Proposals (Committee includes Mayor Frank Bubenik, City Manager Sherilyn Lombos, and Deputy City Manager Megan George)
- **April 1 – 5:** Interviews
- **April 15:** Award contract



City of Tualatin

REQUEST FOR PROPOSALS

Legislative Representation and Lobbying Services

RFP 2023-08

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

TABLE OF CONTENTS

OVERVIEW	3
Introduction	3
Anticipated RFP Schedule	3
SECTION 1: STATEMENT OF PROJECT	8
1.1 Project Background	8
1.2 Scope of Services	9
1.3 Term of Service	10
SECTION 2: PROPOSAL REQUIREMENTS	11
2.1 Proposal Content	11
SECTION 3: EVALUATION & SCORING	14
3.1 Evaluation and Scoring	14
3.2 Preference for Oregon Goods and Services	14
EXHIBIT A: Oregon Statutory (ORS) Certification	15
EXHIBIT B: Sample Personal Services Agreement	16

CITY OF TUALATIN REQUEST FOR PROPOSALS

Introduction

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

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

Point of Contact

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

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

Anticipated RFP Schedule

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

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

Submission Date and Method

Each proposer shall provide one (1) electronic copy of their complete proposal via email to rcontreras@tualatin.gov by October 4, 2023, at 3:00 pm PST. Proposals received after the specified date and time will not be given consideration.

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

RFP 2023-08 Submission By [Name of Proposer]

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

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

Published

The City published the RFP on September 18, 2023, in the *Daily Journal of Commerce* and on the City website at <http://bids.tualatinoregon.gov>.

Pre-Proposal Meeting

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

Questions and Requests for Clarification

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

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

Registration

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

Protests

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Point of Contact at the address listed in the RFP. Protests related to the

solicitation shall be received no later than seven (7) calendar days after issuance of the RFP.

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

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

Rejection of Proposals

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

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

Modification / Withdrawal

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

Cancellation

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

Duration of Proposals

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

Availability of Proposals

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

Public Record

All proposals submitted are the property of the City of Tualatin and are public records. All documents received by the City are subject to public disclosure after the City selects a Consultant. Information deemed by the proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Proprietary". Marked pages should be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that

has been properly marked and segregated.

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

Incurring Costs

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

Terms and Conditions

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

The City of Tualatin reserves the right to:

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

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

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

Proposer Certifications

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

1. Proposer has carefully examined all RFP documents, including the draft Personal Services Agreement (attached as Exhibit B), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as

described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith.

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

Contract Requirements

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

SECTION 1: STATEMENT OF PROJECT

1.1 Project Background

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

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

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

1.2 Scope of Services

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

The Consultant will:

1. Provide strategic and tactical advice and counsel on areas of political influence, government issues, municipal priorities, as well as grants and new funding at the state and federal level. Issues areas include, but are not limited to: housing, transportation, land use, public safety, climate and environment, employee workplace management, and local control.
2. Facilitate a process to identify and prioritize bills introduced during the annual legislative session. Monitor, track, and communicate updates on key legislation.
3. Provide advice on engagement including opportunities for testimony, meetings, and requests of state and federal leaders. Assist in preparing position papers, exhibits, testimony, correspondence, and proposed bill text and amendments as necessary.
4. Assist the City in identifying, pursuing, and securing federal, state, and local program funding.
5. Assist City officials and electeds in developing and sustaining long-term relationships with elected and appointed officials; including accompanying and/or developing talking points for City representatives and providing meaningful follow up.
6. Provide timely responses to inquiries from City staff and electeds on legislative

activities.

7. Coordinate and facilitate strategy calls with City staff during the Oregon Legislative session and on an as-needed basis throughout the rest of the year.
8. Coordinate and facilitate meetings held between the City Council and the City's local legislative delegation throughout each legislative session.

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

1.3 Deliverables and Schedule

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

Deliverables and schedule for this project include:

1. Advise on development of the City's legislative agenda materials. Provide support in meeting with officials on topics related to the City's set agenda. Help to distribute and circulate these materials.
2. Presentation to the Tualatin City Council on legislative efforts underway, accomplishments, and upcoming efforts annually in December.
3. Develop and provide a written end of session report with accomplishments and key actions for both state and federal sessions.
 - a. State: Annual by the end of July
 - b. Federal: Annually by the end of November (accompanies annual presentation to the Tualatin City Council).
4. Prepare and submit quarterly lobbying expenditure reports on behalf of the City of Tualatin, the City Manager, and other staff as required.

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

1.4 Term of Service

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

SECTION 2: PROPOSAL REQUIREMENTS

2.1 Proposal Content

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

Proposer Requirements

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

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

A. Cover Letter

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

B. Oregon Statutory Certifications

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

C. Pricing Proposal

Provide an all-inclusive proposed fee for the services to be provided during the first year of the contract. In preparing the pricing proposal, you should incorporate any travel expenses as part of your fee. Mileage and travel expenditures will not be reimbursable.

D. Qualifications & Experience

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

List the experience and qualifications of staff and team who will be overseeing the work. Provide relevant information about the project manager and key team members that demonstrates their ability to help the City. Describe the availability and commitment of the project manager and key staff throughout the duration of the project.

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

E. Work Proposal

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

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

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

F. Communication and Availability

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

G. References

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

H. W-9

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

I. Writing Style, Completeness and Clarity of Documentation

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

ATTENTION:

- Sections A, D, E and F total shall be limited to a total of 15 pages of text.

- 8.5 X 11 pages count as 1 page.
- Two sided pages counts as two pages.
- Each side of 11 X 17 pages count as two pages.
- The limitation does not apply to covers or dividers.

DRAFT

SECTION 3: EVALUATION & SCORING

3.1 Evaluation and Scoring

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

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

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

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

3.2 Preference for Oregon Goods and Services

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

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

EXHIBIT A
Oregon Statutory (ORS) Certification
(Sign and include with proposal)

We Hereby Certify to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **We Certify** also that we shall comply with the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. **We Certify** also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

We Hereby Certify, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Tualatin's policy of non-discrimination.

We Hereby Certify that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

We Hereby Certify that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

We Hereby Certify that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these contract terms and conditions must be made before the proposal deadline.

We Hereby Certify that we _____ ARE _____ ARE NOT a "Resident Bidder" as defined by ORS 279A.120. As defined in ORS 279A.120, "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "Resident Bidder".

Consultant _____
(Authorized Official)

Date _____

Exceptions to the above Certifications. The Consultant will cross out those items they cannot certify to and then list the reasons for the exception (use additional pages if necessary).

EXHIBIT B

Sample Personal Services Agreement

The following is provided only as an example of the Contract that will be completed with the selected Consultant.

CITY OF TUALATIN PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and _____ ("Provider"). The Parties

Section 1 - Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; (iii) the attached Scope of Work (Exhibit A); (iv) the invitation to bid/propose; and (v) Provider's bid/response. To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

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

Section 3. Effective Date; Term; Renewal.

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates on ____, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond three (3) years.

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

Section 5. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.

- A. Independent Contractor.** Provider will perform all Work as an independent Provider. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Provider is responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Agreement and, unless Provider is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Provider is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.
- D. Anti-Kickback.** Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

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

Section 7. Agreement Price. City agrees to pay Provider the not to exceed price of _____, which is inclusive of all hours necessary to complete the Work. **(Check One Below)**

- ☐ City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- ☐ Provider understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 8. Payment Process.

- A. Invoices.** Provider must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Provider and the specific Work or portions of the Work performed.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Provider and itemized on Provider's invoice for services.
- C. Payment for Services.** City will pay Provider for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 9. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail 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**
Name, Title, Address, Phone, Email
- 2. **Provider's Project Manager**
Name, Title, Address, Phone, Email

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

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

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

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

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

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

Section 16. Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with at least \$500,000 per occurrence and in the aggregate.
- B. Professional Liability.** Professional Liability Insurance of \$1,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.

- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 29. Default; Remedies; Termination.

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

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

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

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

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

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

- (i) For any reason upon thirty (30) days' prior written notice by City to Provider;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or

(iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(iv) City may terminate this Agreement immediately upon written notice by City to Provider if Provider is in default of this Agreement.

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

(i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or

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

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

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

Section 30. Dispute Resolution.

A. Process. If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of 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 and process any necessary Change Order. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.

B. Complaint. Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

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

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

express written consent or as provided by law.

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

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

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

PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED this ____ day of _____ 20____.

CITY OF TUALATIN
PROVIDER

By _____ By _____
Title _____ INSERT CITY OFFICIAL,
INSERT CITY TITLE

Provider's Federal ID Number or
Social Security Number

Proclamation

Declaring CHARLIE ROLLINS as Tualatin's "2023 Employee of the Year"

WHEREAS, the Employee of the Year program is designed to recognize the work and actions which bring credit to the City and improve our ability to deliver excellent service to Tualatin's customers; and

WHEREAS, Charlie Rollins was hired on April 14, 2008 as Fleet Technician I and was reclassified as a Fleet Technician II in July 2017, the position he currently holds; and

WHEREAS, when the Maintenance Services Manager retired in December 2022, Charlie stepped up to be the Interim, serving in that highly responsible position for 10 months, which is a LONG time to do 2 jobs; Charlie stuck through it with perseverance, motivation, and most importantly, a great attitude. He never once complained and showed up to give it his all every day; and

WHEREAS, Charlie is a highly skilled mechanic with over 30 years of experience but he continues to learn as his field evolves. He seeks out training opportunities and is involved in a network of fleet management peers. He has a "do it correctly and to the best of my ability" mentality at all times. This dependability is valuable, particularly in a role like Charlie's where haste or indifference about his work could lead to potentially dire outcomes; and

WHEREAS, No call is too small for Charlie; he will help a person with any task they need a hand at, whether that's filling a tire, helping someone get gas, or vacuuming stale French fries out of a rig. No task is beneath him; he is behind the scenes making Tualatin work on a daily basis. He answers his phone, any day, any night, 24/7, 365. He's always around and available; even if it's not in his job description. Snow storm or inclement weather? Charlie's there. Broken down Police rig on a week-end? Call Charlie. Alarm going off at the Library at 3 AM? Charlie can handle it. Charlie always goes above and beyond without question; and

WHEREAS, Charlie treats everyone he encounters with respect and kindness; he is an expert at internal customer service and strives to treat others how he would like to be treated; any person that drives a City vehicle would agree with this! Through everything, Charlie maintains a good attitude, optimistic outlook, and care for others; and

WHEREAS, Charlie consistently demonstrates Tualatin's core values of TEAMWORK, RESPECT, having a ONE CITY mindset, EMPOWERMENT, PROBLEM SOLVING, CUSTOMER SERVICE and being NON-BUREAUCRATIC in a multitude of ways every day.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that:

Charlie Rollins is named the "2023 City of Tualatin Employee of the Year."

INTRODUCED AND ADOPTED this 12th day of February 2024.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder



CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: February 12, 2024

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of January 8 and January 22, 2024

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of January 8, 2024
- City Council Regular Meeting Minutes of January 8, 2024
- City Council Work Session Meeting Minutes of January 22, 2024
- City Council Regular Meeting Minutes of January 22, 2024



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR JANUARY 08, 2024

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

Mayor Bubenik called the meeting to order at 5:30 p.m.

1. City Advisory Committee Discussion.

Deputy City Recorder Nicole Morris presented information on city advisory committees, emphasizing their crucial role in city governance. She stated advisory committees contribute by addressing specific issues, providing professional expertise, facilitating community decision-making, and serving as a link between citizens, city staff, and the governing body. Recorder Morris outlined the basic legal requirements for city committees, which include compliance with public meeting law, public records law, and standards established by the Oregon Government Ethics Commission. She noted there are seven active-permanent committees governed by Tualatin Municipal Code chapter 11. Recorder Morris provided an overview of the purpose and structure of each committee and explained the role of the Council Committee on Advisory Appointments (CCAA) in recommending community members for appointment to city committees. She invited the Council to consider any changes to the committees and to suggest process improvements for the CCAA.

Council President Pratt asked about the history of Council liaisons and why they are on some committees and not others. City Manager Lombos stated Council liaisons have always been appointed at the desire of the committee. She noted the Architectural Review Board is the only committee in which there could be conflict with the Council liaison participating in the committee as decisions made by the body can then be appealed to the Council. Council President Pratt expressed desire for the Library and Parks Committee to have ex-officio council liaisons to keep the Council up to date on the happenings of the committee.

Council President Pratt made suggestions for changes to the interview questions asked by the CCAA committee.

Councilor Reyes suggested adding clarity around who can serve on the Core Area Parking District Board. She also suggested changes to the interview questions asked by the CCAA Committee.

Councilor Sacco asked for clarity for committee members going through the reappointment process so they understand the competitive nature of the appointments.

Councilor Reyes asked about the follow-up that occurs after the interviews. Recorder Morris explained the follow-up process for those who were recommended for appoint and those who were not.

Councilor Brooks wants to make sure if there is a council liaison on a committee that it is the desire of the committee to have that role.

Councilor Sacco requested there be a formal process for thanking committee members for their service.

Councilor Hillier suggested hosting annual ethics trainings for committee members.

Council President Pratt requested there be outreach to the Library and Parks committee to see if there is a desire for a Council liaison.

Mayor Bubenik would like to see all youth members be voting members on committees.

Councilor Hillier would like to see standardization around ad-hoc committees.

Mayor Bubenik stated he does not want to see term limits for committee members.

Councilor Gonzalez wants to make sure there is a formal process for thanking committee members for their service.

Councilor Brooks asked about the council member position on the Architectural Review Board and the potential for conflicts of interest. City Attorney Kevin McConnell stated it is more of a perception issue than a legal issue.

2. 2023 Tualatin Community Survey Results.

Deputy City Manager George presented the results of the 2023 Tualatin Community Survey, highlighting its focus on assessing the livability of Tualatin. She outlined the survey methodology, which included both a sample survey and an open survey, with a 13% response rate and 359 returned surveys collected from a random sampling of 2,800 households. The results were weighted to ensure the demographic profile of respondents represented that of adults in Tualatin.

Manager George shared the quality-importance matrix for the ten facets of livability in Tualatin, emphasizing that safety, parks and recreation, natural environment, utilities, and the economy ranked the highest. She provided key takeaways, such as high quality of life, trust in Tualatin government, appreciation for city services and utilities, a safe and welcoming community, concerns about growth and economic development, affordability concerns (especially in housing), and major concerns about traffic.

Manager George stated the city also polled residents on custom questions outside the standard ten related to livability. The first question focused on how residents find information about the city, with the website and local media outlets being the most popular sources. The second question addressed expanding food cart options, revealing strong resident support for broadening food cart offerings.

Councilor Brooks inquired about the award the city received related to utilities. Manager George explained that the award is based on the survey results.

Councilor Brooks also asked about the most significant gaps in scores since the last survey. Manager George highlighted that the strongest declines were observed in the affordability ratings.

Councilor Gonzalez inquired about the role of traffic in residents' concerns about growth and how it compared to previous ratings. Manager George mentioned that it is possible that people

are linking traffic to development, but there hasn't been enough information gathered to establish a clear trend line.

Councilor Gonzalez further asked about the questions related to education. Manager George explained that a decline was noted in education since the last survey.

Councilor Reyes asked if there were opportunities for citizens to provide written comments. Manager George clarified there was no specific opportunity for written feedback in the survey.

Councilor Reyes requested more specific details about the survey results related to development. Manager George clarified the results specifically address the quality of development and not the types.

Councilor Reyes also inquired about specifics related to the food cart questions and asked if there was more data from previous surveys. Manager George explained there are no survey results on related questions from previous years.

Council President Pratt expressed her appreciation for the positive survey results and mentioned she was pleased to see the question regarding food carts added.

Councilor Brooks asked about any trending changes related to communication. Manager George stated there weren't any significant changes to note in this category.

Deputy City Manager George mentioned that a package of information containing these survey results will be put together and distributed through various channels to the community.

3. Council Meeting Agenda Review, Communications & Roundtable.

Councilor Hillier stated she attended the Architectural Review Board meeting.

Councilor Reyes thanked residents for their support of the city.

Councilor Gonzalez stated he attended a meeting regarding the Stafford Hamlet area and met with Metro Councilor Rosenthal regarding the Climate Action Plan.

Councilor Brooks stated she attended the Policy Advisory Board meeting and the Arts Advisory Committee meeting.

Councilor Sacco stated she attend and testified at the public hearing on tolling.

Council President Pratt stated she testified at the special sub-committee on tolling and the C4 Metro meeting.

Mayor Bubenik stated he also attended and testified at the public hearing related to tolling. He stated he also attended a presentation from Representative Salinas office related to Capital Project Funds (CPF), also known as earmarks.

Adjournment

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

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JANUARY 08, 2024

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

Call to Order

Mayor Bubenik called the meeting to order at 7:02 p.m.

Pledge of Allegiance

Public Comment

Doug Childs, partner with NW Cannabis Company, requested the City Council extend allowable business hours to be competitive with those in surrounding city's and allow for better access for customers. He submitted a petition with signatures to accompany his request.

Don Pearson, partner with NW Cannabis Company, shared findings related to access to cannabis.

Jennifer Lang shared her story related to her experience with cannabis. She requested NW Cannabis Company be granted their request for extended business hours to increase access for members in the community.

Glen Fee, Executive Director of Tualatin River Keepers, spoke in support of NW Cannabis Company's request for expanded hours.

Anneleah Jackson, Tualatin Chamber CEO, spoke in support of NW Cannabis Company's request for expanded hours.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of December 11, 2023
2. Consideration of **Resolution No. 5746-24** Awarding a Contract for a Parks and Recreation Facilities Assessment and Study to Sazan Group, Inc.
3. Consideration of **Resolution No. 5747-24** Authorizing Recycle+ Expanded Recycling Service and Rates

4. Consideration of **Resolution No. 5748-24** Awarding a Contract for HVAC On-Call Ordinary Repairs and Scheduled Maintenance to Reitmeier NW
5. Consideration of **Resolution No. 5749-24** Amending Water, Sewer, Stormwater, Road and Parks Utility Fee Rates Inside the City of Tualatin and Rescinding Resolution 5710-23
6. Consideration of **Resolution No. 5750-24** Authorizing the City Manger to Execute a Second Amendment to an Intergovernmental Agreement with Washington County Related to the Towing of Vehicles

Special Reports

1. Outside Agency Grant Awardee - Family Promise of Tualatin Valley 2023 Update

Family Promise of Tualatin Valley Fund Development Manager Elsie Schaff Laubach presented information about the organization. She shared details regarding their growth capacity, indicating that they served 862 individuals and 250 families, with 78% of households transitioning from shelter to stable housing. Manager Schaff highlighted the three main programs they offer: shelter, eviction prevention, and graduate services. She mentioned the recent purchase of a shelter site with 70 units for shelter and additional space for offices.

Manager Schaff discussed program changes, including the addition of adult-only households, lowering barriers to access, establishing an on-site food and clothing pantry, and plans to co-locate mental health services. She also mentioned the introduction of enrichment programs providing childcare, family activities, and classes. Manager Schaff emphasized various ways for the community to get involved, such as making and serving meals, offering enrichment support, and participating in monthly drives and events.

Councilor Gonzalez asked how someone transitions from this type of housing. Manager Schaff stated Supportive Housing Services works with clients on transitional housing.

Councilor Gonzalez asked if they provide classes additional life skill classes for families. Manager Schaff stated they offer some classes but typically, collaborate with outside agencies who offer expertise in those areas.

Councilor Brooks asked how long an average person stays in the program and what is their expected outcome. Manager Schaff stated the average stay is 3-4 months and a positive outcome is stable housing.

Councilor Reyes asked how people get connected to their program. Manager Schaff stated they receive referrals from the County mostly for families.

Council Communications

None.

Adjournment

Mayor Bubenik adjourned the meeting at 7:41 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



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

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

1. Tualatin Moving Forward Final Report.

City Engineer Mike McCarthy presented the final Tualatin Moving Forward report, outlining the completion of the program and the projects. He provided a summary of the projects completed, including the Tualatin-Sherwood Road/Nyberg St/I-5 lane addition, Boones Ferry Corridor sidewalk and bike lane projects, Highway 99: Pony Ridge neighborhood to 124th Avenue, 67th/68th Avenues loop at Stoneridge Park, the Sagert St Bridge/I-5 walkway, and a stormwater mitigation project. Engineer McCarthy also shared the report card document containing details of all 36 projects and their associated costs.

Councilor Pratt inquired about the sidewalk at Hwy 99, specifically asking if it is pervious. Engineer McCarthy confirmed that it is indeed a pervious sidewalk.

Mayor Bubenik asked what happened to the flashing beacon at Jurgen's Park. Engineer McCarthy stated it was damaged in the weather and hope to have it fixed quickly.

Councilor Reyes stated she received great feedback from the community on the art that was included with these projects.

Councilor Gonzalez thanked staff for their work on these projects.

2. Transportation System Plan Update.

Management Analyst Cody Fields, Consultant Katie Selin, and Consultant Brianna Calhoun provided an update on the Transportation System Plan (TSP). Consultant Calhoun introduced the TSP draft goals, which were developed based on the current TSP goals, related planning efforts, staff input, council feedback, and community participation. She outlined the five transportation goals: advance land use vision, provide a high quality of life, expand opportunities for safe multi-modal transportation, advance climate and health goals, and invest wisely.

Council President Pratt requested to include collaboration with other entities regarding major roads in the city that are not owned by the city in the goals.

Consultant Selin provided an overview of the engagement process, highlighting their current phase: "listen and learn." She mentioned attending various community events such as Viva Tualatin, National Night Out, and the Pumpkin Regatta to gather feedback. Additionally, they hosted an open house, focus groups, and conducted a survey to gather input on what the community would like to see addressed in the TSP. She stated key takeaways from the community include a desire for more walking, biking, and transit use, concerns about future roadway capacity and growth, and increasing traffic congestion. Consultant Selin stated safety for road users was also highlighted as a significant concern.

Consultant Calhoun shared information on the existing conditions inventory. She explained functional classification, which guides roadway features and mode prioritization. Consultant Calhoun stated since Tualatin's roadways are owned and maintained by multiple jurisdictions, coordination will be required. She also discussed Tualatin's transit services, which are operated by three different providers.

Consultant Selin provided details on Tualatin's existing pedestrian system, noting it is well-built with sidewalks on both sides of residential streets. She also discussed the existing bike system, primarily consisting of striped bike lanes on arterial and collector roads, with an extensive but disconnected off-street trail system. Consultant Calhoun then discussed collision density in Tualatin, highlighting areas of high collision concentration, particularly on Tualatin-Sherwood Road near downtown and 124th Avenue.

Council President Pratt expressed satisfaction with the pedestrian connectivity improvements facilitated by the bond program when reviewing the maps.

Councilor Reyes inquired about the high collision density at 124th Avenue, wondering if it was related to the construction in the area. City Engineer Mike McCarthy explained the congestion in the area has resulted in a higher number of rear-end accidents.

Councilor Brooks asked about the methodology behind planning projections. Consultant Calhoun explained they consider factors such as land use and associated traffic growth in their projections.

Councilor Sacco asked about the possibility of replacing stoplights with roundabouts. Engineer McCarthy stated that such alternatives could be considered in future planning.

Councilor Reyes suggested collecting data during the winter months to gain perspective on potential challenges during darker periods. Consultant Selin noted the survey was open until mid-November but agreed that seasonal variations should be considered.

Councilor Brooks expressed concerns about flooding issues on roadways, particularly in the area by Fred Meyer, and how this can be mitigated for the safety of both drivers and cyclists. She also raised the issue of considering other climate-related factors such as ice and branch debris. Engineer McCarthy stated that the issues in the area by Fred Meyer will be addressed through an upcoming capital improvement project.

Councilor Hillier sought clarification on bike routes and whether users were surveyed to determine how they were utilizing the routes. Consultant Calhoun clarified that the maps presented only showed the available routes and did not include user feedback.

Mayor Bubenik expressed interest in improving neighborhood circulation and connectivity, as well as collaborating with transit providers to enhance last-mile connections. He also suggested exploring the possibility of implementing "right on red" and reviewing safety data related to pedestrian collisions. Engineer McCarthy noted that other cities have considered such measures to improve pedestrian safety.

Councilor Reyes suggested elevated sidewalks for pedestrians and bicycles in Tualatin to help with safety.

Consultant Calhoun stated next steps including finalizing the existing conditions and TSP goals.

3. *Prohibition and Regulation of Camping on Public Property Ordinance Check-In.*

Deputy City Manager Megan George provided an update on the prohibition and regulation of camping on public property ordinance. She outlined the background of camping on public property and noted that an ordinance was passed in June establishing time, place, and manner restrictions. She stated the ordinance designated one camping area near the police department. Manager George stated since its adoption, there hasn't been an increase in camping frequency. She stated the city remains engaged with other cities in the area, noting others do not have suggestions for changes to their ordinances at this time. Manager George stated staff does not recommend any changes to the current ordinance.

Council President Pratt expressed agreement with maintaining the status quo.

Councilor Sacco inquired about the city's approach to offering services to those experiencing homelessness. Manager George explained that when calls related to homelessness are received, the city's code enforcement officer shares a brochure outlining available services.

Councilor Hillier asked about outreach to businesses or nonprofits in the core area regarding the ordinance. Manager George indicated there hasn't been specific outreach to businesses in the core area.

Council President Pratt suggested posting signage related to the camping ordinance. Councilor Hillier noted that the council had decided against permanent signage when the ordinance was adopted.

Manager George announced plans to bring forward an Inter-Governmental Agreement (IGA) with Washington County, Tigard, and Sherwood to establish a Homelessness Services System Liaison position. She stated the position will be funded by Washington County for the first three years and will primarily focus on supporting strategies through public relations, communications, and coordination with local services.

Councilor Hillier inquired about the language proficiency of the position. Manager George stated those details have not been fully outlined.

Councilor Brooks asked how the ordinance aids in securing funding for homelessness services. Manager George explained that the ordinance ensures the city is in legal compliance and positions it to receive funding for homelessness services.

4. *Council Meeting Agenda Review, Communications & Roundtable.*

Councilor Gonzalez stated he attended the TSP Advisory Committee meeting.

Councilor Brooks stated she attended the Arts Advisory Committee meeting. She stated the Policy Advisory Board is rating applications and will meet this week to make determinations on funding.

Council President Pratt stated she attended the TSP Advisory Committee meeting, the C4 Metro meeting, and the C4 Tolling Sub-committee meeting.

Mayor Bubenik stated he attended the Greater Portland Inc. meeting, the Westside Economic Alliance meeting, and the Regional Tolling Advisory Committee meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 6:34 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JANUARY 22, 2024

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

Call to Order

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

Pledge of Allegiance

Announcements

1. New Employee Introduction- Heather Heidel, Legal Assistant

City Attorney Kevin McConnell introduced Legal Assistant Heather Heidel. The Council welcomed her.

Public Comment

None.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of **Resolution No. 5751-24** Awarding the Contract for Construction of Veterans Plaza at the Tualatin Commons
2. Consideration of the System Development Charge Annual Reports for Fiscal Year 2022-23

Special Reports

1. Juanita Pohl Center Advisory Committee Annual Report

Juanita Pohl Center Advisory Committee Member Susan Noack and Center Supervisor Sara Shepard presented their annual report. Member Noack outlined the committee's responsibilities, which include sharing ideas for future programming, advocating for active older adults, and supporting efforts to boost attendance and participation. She expressed gratitude for the center's partnerships and highlighted its benefits, such as improved health, life enrichment, and social engagement. Member Noack showcased events at the center including a billiard tournament series, the Veterans breakfast, Tai Chi classes, and hikes. She stated over the past year, the center was rented out 204 times, with 21,180 guests attending. Member Noack noted that the

dining room chairs were reupholstered this past year. She stated in 2024, the action plan remains focused on providing and expanding high-quality programs and services for active older adults, with an emphasis on wellness. She stated the center also aims to increase diversity and awareness while fostering new sponsorship opportunities.

Councilor Brooks encouraged people of all ages to check out the activities at the center.

Council President Pratt thanked those from the center who participated in the holiday letter writing. She stated it was a great success in the community.

Councilor Reyes thanked the center for allowing the Pili Group to hold their events there. She asked how the center is funded. Supervisor Shepard stated the center is funded from the general fund.

2. Outside Agency Grant Awardee- Tualatin Food Pantry

Tualatin Food Pantry Executive Director Danielle Schneider and Board Member Mike Shiffer provided an overview of their organization. Director Schneider explained they operate as a partner agency of the Oregon Food Bank, serving clients from several neighboring areas. She emphasized they are a low-barrier service provider, meaning they do not require proof of income or residency for assistance. Director Schneider stated in 2023, they served 10,295 households, totaling 34,820 individuals. Mr. Shiffer shared the history of the Tualatin Food Pantry and its journey to becoming a successful service provider in the community.

Council President Pratt expressed admiration for the pantry's significant impact, serving approximately 10% of Tualatin's population.

Councilor Hillier commended the pantry for engaging local students and providing them with opportunities to participate.

Council President Pratt inquired about how individuals can volunteer or donate. Director Schneider directed them to the pantry's website.

Councilor Brooks expressed gratitude to the pantry for its service to the community.

Mayor Bubenik acknowledged Mike Shiffer for his dedication to the Tualatin Food Pantry and presented him with a certificate of recognition.

General Business

1. Consideration of the Planning Division Work Plan for Fiscal Years 2023-24 and 2024-25

Assistant Community Development Director Steve Koper and Senior Planner Erin Engman presented the planning division work program. Director Koper introduced the planning team and outlined their responsibilities, which includes current planning, long-range planning, housing policy, and public outreach. He shared statistics from the previous fiscal year, including 219 land use applications, 1,012 calls, and 2,835 emails received by the division.

Director Koper highlighted the council priorities that guide the department's work, using them as a guiding principle in completing their tasks. Planner Engman then presented a proposed long-range project plan list, which includes ongoing, legally required, adoption-ready, and potential projects. She also shared a short-term project list, which encompassed items like pickleball use

in general commercial areas, cannabis hours of operation, durable goods sale in the central commercial zones, and electric vehicle sales in mixed-use commercial zones. These projects could be completed within a 4-6 month timeframe.

Planner Engman discussed future mid-term projects, including updates to the tree code and initiatives to increase density, both of which align with the comprehensive plan policy and the climate action plan. She also mentioned long-term projects such as the downtown vision and planning, as well as a development code overhaul, which would require additional staff and funding.

Planner Engman requested acceptance of the Planning Division work plan, noting that the next steps would involve staff returning to a future work session to outline the process, timelines, and other details for the short-term projects.

Councilor Brooks expressed her appreciation for the organization of the plan and how it aligns with other city initiatives.

Council President Pratt inquired about the creation of the short-term project list. Planner Engman explained the list is generated from input received from stakeholders within the community.

Council President Pratt sought more information about the proposed durable goods sales in the central commercial areas. City Manager Lombos clarified that the city has been approached about filling the empty Haggen's shopping center, potentially with a flooring company. She noted that use is not currently allowed.

Councilor Sacco asked about the timeline for the short-term project list. Director Koper indicated that the department would return to a future work session with more concrete timeframes if directed to do so.

Councilor Hillier suggested removing cannabis hours of operation from the short-term project list, citing the reasonable hours of operation for other similar businesses. Councilors Sacco, Reyes, and Gonzalez preferred to leave the item on the list for further discussion.

Councilor Brooks raised concerns about the density of buildings and its environmental impact, suggesting that incentives for sustainable practices be embedded into city plans.

Council President Pratt asked if there is room in the plan to accommodate any mandates that may come from the legislature. Director Koper assured that staff would continue to balance the workload and communicate timelines to the Council.

Mayor Bubenik inquired about the completion of the stormwater master plan. Director Koper explained that progress on the plan was halted due to issues related to the Basalt Creek area.

2. Updates to Tualatin's Vehicle Parking Regulations to Comply with State-Mandated Climate Friendly and Equitable Communities (CFEC) Rulemaking

Assistant Community Development Director Steve Koper and Senior Planner Erin Engman provided an overview of the Climate Friendly and Equitable Communities (CFEC) rulemaking as it pertains to parking management. Planner Engman explained that CFEC is a legislative program aimed at reducing greenhouse gas emissions from transportation in metropolitan regions of Oregon, which mandates parking reform. She outlined the historical context of

minimum parking requirements in the city, which have traditionally been established based on surveys of nearby cities or consulting the Institute of Transportation Engineers (ITE) handbooks. These requirements often pose regulatory barriers for businesses, as parking construction is costly and the expenses are passed down to tenants.

Planner Engman discussed the CFEC policy, detailing its phases. Phase one requirements, effective December 1, 2022, mandate one parking space per residential unit and eliminate required parking in certain areas and uses. Additionally, electric vehicle (EV) requirements, effective March 31, 2023, stipulate that multi-family developments must provide conduit to serve 40% of all parking spaces, while commercial developments must provide conduit for 20% of all spaces. Planner Engman spoke to phase two of the mandates, effective June 30, 2024, providing three options: repeal, create a fair parking policy, or reduce regulations. She stated staff recommends option one, repealing minimum parking citywide, as it can be accomplished within current capacity and aligns with the majority of neighboring cities' choices. Planner Engman stated option two, creating a fair parking policy, would require reprioritization of projects and unknown funding sources for ongoing resources. She stated option three, reducing regulations, would also require reprioritization and potential impacts on livability.

Planner Engman presented a schedule for repealing parking minimums, aiming for adoption by May 2024. She stated staff seeks policy direction from Council and recommends option one to repeal parking minimums.

Councilor Brooks raised a question about the building and access requirements for electricity in residential and commercial lots and how they are reflected in the options presented. Planner Engman clarified that these requirements are outright mandates and will be written into the city's code and applied to development applications.

Council President Pratt expressed her support for option one and sought clarification on the definition of a frequent transit route. Planner Engman explained that a frequent transit route is one where buses stop at least twice hourly, five days a week.

Council President Pratt also inquired about the possibility of buildings being constructed with no parking spots. Planner Engman noted that while technically feasible, it is unlikely due to the typical requirement for a parking study to secure funding for development projects.

Council President Pratt asked about parking maximums in the downtown area and the potential for constructing parking structures. Planner Engman explained that maximums are specified in the Oregon Administrative Rules (OAR), though she didn't have specific information about constructing a parking garage.

Councilor Sacco expressed concerns about the impact of option one on the redevelopment of the downtown area and how funding might affect parking in that area. She emphasized the importance of ensuring that the chosen option sets Tualatin up for future success.

Mayor Bubenik shared concerns about the long-term implications of option one and its potential effects on future development in the city.

Councilor Reyes questioned who mandated these requirements. Planner Engman clarified that they stem from an executive order.

The Council reached consensus to proceed with option one to repeal parking minimums.

Council Communications

Councilor Brooks acknowledged the winter weather event last week and the hardships it created for people.

Mayor Bubenik acknowledged the passing of Mike McKillip, former City Engineer, and City of Durham Mayor Gary Scherado.

Adjournment

Mayor Bubenik adjourned the meeting at 9:02 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Rachel Sykes, Public Works Director
Bert Olheiser, Street/Sewer/Storm Manager

DATE: February 12, 2024

SUBJECT:

Consideration of **Resolution No. 5752-24** Awarding a Contract for Cured In Place Plastic (CIPP) Pipe Relining Services to Insituform Technologies, LLC.

RECOMMENDATION:

Staff recommends that Council approve the resolution awarding and authorizing the City Manager to execute a contract with Insituform Technologies, LLC, to conduct CIPP relining work on wastewater pipes, with a not-to-exceed price of \$184,158.20.

EXECUTIVE SUMMARY:

As wastewater lines age, they are prone to root intrusion, cracks in the pipe and separation at pipe joints. This can cause leaks, backups and overflows in the system, along with inflow and infiltration of groundwater into wastewater lines, leading to higher treatment costs. Sewer lines in some areas of Tualatin are over 50 years of age, many constructed of concrete. While these pipes are still functioning and not at the point of complete replacement, rehabilitation work is needed to prevent and eliminate the defects noted above and prolong the life of the asset.

Cured in place plastic (CIPP) relining has been identified as a cost effective way to rehabilitate pipes. CIPP liners coat the inside of the wastewater line, sealing cracks and separated joints. This 'trenchless' method of repair is minimally invasive and can last for 50-years.

Based on review of CCTV wastewater line camera footage and age of pipe, two primary areas of Tualatin were identified for inclusion in the scope of work. Areas include sewer lines around SW 65th Avenue/ Boones Ferry Road, and Boones Ferry Road/Sagert Street. In total, the scope of work includes lining of 3,447 linear feet of 8" diameter pipes.

A Request for Proposals was publicly announced in the Daily Journal of Commerce on January 8th and 12th, 2024. Two proposals were received before the submission deadline on January 23rd, 2024. Following evaluation and bid tabulation, the scoring committee determined that Insituform Technologies was the top ranking proposer.

OUTCOMES OF DECISION:

Adopting the resolution and authorizing contract execution would allow the City to complete wastewater line rehabilitation work as described.

FINANCIAL IMPLICATIONS:

Funds for this project are budgeted in the Sewer Fund for the 2023/24 fiscal year and the project is included in the adopted 2024-2028 Capital Improvement Plan. All work is to be completed prior to April 30th, 2024, ensuring funds are spent during the year in which they were budgeted.

ATTACHMENTS:

- Resolution No. 5752-24 Awarding Contract

RESOLUTION NO. 5752-24

A RESOLUTION AWARDING A CONTRACT FOR CURED IN PLACE PLASTIC PIPE
RELINING SERVICES AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT

WHEREAS, the above-referenced project was advertised on January 8th and 12th, 2024 in the *Daily Journal of Commerce* and the City requested competitive sealed proposals;

WHEREAS, 2 proposals were received prior to the January 23rd, 2024 submission deadline;

WHEREAS, Insituform Technologies, LLC submitted the lowest-cost, responsive proposal for the project, with a proposed cost of \$184,158.20 to complete the specified scope of work; and

WHEREAS, there are funds budgeted for this project in the Sewer Fund and project was included in the 2024-2028 approved Capital Improvement Plan.

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

Section 1. Insituform Technologies LLC is hereby awarded a contract for Cured In Place Plastic (CIPP) Pipe Relining Services;

Section 2. The City Manager is authorized to execute a contract with Insituform Technologies in the amount of \$184,158.20;

Section 3. The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 10% of the original contract amount; and

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 12th day of February, 2024.

ATTEST:

CITY OF TUALATIN, OREGON

BY _____
City Recorder

BY _____
Mayor



CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Rich Mueller, Parks Planning & Development Manager
Kyla Cesca, Office Coordinator

DATE: February 12, 2024

SUBJECT:
Tualatin Park Advisory Committee Annual Report

EXECUTIVE SUMMARY:
Tualatin Park Advisory Committee members will present the 2023 Annual Report.

ATTACHMENTS:

Presentation



Tualatin Parks Advisory Committee

2023 Annual Report

THIS IS US

“We are a group of enthusiastic advocates for the Parks & Recreation system with a focus on the stewardship and enhancement of our community.”

23 Meetings Attended

11 Activities Attended

357 Hours Volunteered



CURRENT MEMBERS

- Emma Gray, Chair
- Beth Dittman, Vice-Chair
- Carl Hosticka
- Michael Klein
- John Makepeace
- Anthony Warren
- Ryan, Student Member



WHAT WE DO

- Regular Meetings
 - Learn about Parks & Recreation activities
 - Evaluate and provide recommendations to City staff regarding policies, programs, & procedures
 - Provide feedback & guidance regarding priority of projects related to the bond & utility fee
- Represent Parks & Recreation System to City Council
- Attend Activities & Events
 - Advocate for participation & engagement in Parks & Recreation system
 - Provide community outreach
- Bee City Facilitation Committee
- Tree City USA Board

2023 ACCOMPLISHMENTS

Parks Bond

- Pursued implementation of parks bond projects
 - Play & Park Equipment
 - Assisted with playground equipment & surface selections for Ibach, Atfalati, & Jurgens Playgrounds
 - Athletic Field Improvements
 - Supported High School & Tualatin Community Park field LED light replacement
 - Natural Areas
 - Supported acquiring 20 acres within four separate properties
 - Veterans Plaza
 - Construction documents completed, work begins 2024
- Advocated for clear communication about parks-bond funded projects

PARKS & TRAILS BOND

UPDATE





PROJECTS UNDERWAY

Atfalati Park

- Playground Updates
- New Picnic Shelter

Community Park

- Field Lighting Upgrade

Plus more!

Scan the QR code for more information





2023 ACCOMPLISHMENTS

Diversity, Equity, and Inclusion

- Strengthened diverse committee membership
 - Reached out to Tualatinos
 - Reached out to advocates from Stoneridge visioning work
 - * Supported renaming of Stoneridge Park to Las Casitas Park
- Worked with Council to identify ways to seat members as interest arises
- Connected with Equity Committee Planning Group re: their recommendations to council
- Held three in-person meetings



2023 ACCOMPLISHMENTS

Sustainability & Climate Action

- Promoted pollinator information & resources
- Provided community resources for trees & bees
- Recommended shade structures at playground renovations
- Suggested sustainable materials in park projects
- Supported energy efficient park improvements



2023 ACCOMPLISHMENTS

Collaboration

- Continued to host joint meetings with Arts Advisory Committee
- Invited other advisory committees to share meetings
 - Explored places where Parks & Recreation goals intersect with other Committee goals
 - Veterans Plaza Art Committee
- Regularly communicated with I.D.E.A. Committee
- Supported completion of the section of the Tualatin River Greenway trail at the new apartment complex
- Supported completion of Utility Fee projects
 - THS field light replacement
 - Restroom renovations (Tualatin Community Park & Commons Lake)
 - Little Woodrose access & safety improvement design
 - Highway 99 boat ramp access renovation design
 - Tualatin Community Park BBQ replacement
 - Ki-a-Kuts Bridge repair design
 - Victoria Woods stair replacement design (trail)



OUR 2024 GOALS

Sustainability

- Explore intersections between parks & recreation operations, programs & projects with City Council-approved Climate Action Plan
- Evaluate existing tree codes for climate resiliency updates & recommendations
- Promote pollinator information & resources
- Provide community resources for trees & bees

Parks Bond & Utility Fee Projects

- Assist staff with prioritizing Utility Fee projects
- Actively pursue implementation of parks bond projects
- Continue to support progress on new river access
- Advocate for continued progress for integrated trail system
- Continue to complete bond playground projects
- Support beginning utility fee facilities assessment

Diversity, Equity, and Inclusion

- Evaluate current park naming policies for possible updates & recommendations
- Work with Youth Advisory Council to recruit a student member



QUESTIONS & COMMENTS

TPARK 2023 Annual Report

20
23

Annual Report

FAMILY JUSTICE CENTER OF
WASHINGTON COUNTY



YEAR IN REVIEW

DATA REPORT

HIGHLIGHTS

2023 in Review

SERVICES, SUPPORT, COLLABORATION, AND CHANGE

In 2023 we are thrilled to report a year of remarkable growth, impactful outreach, and continued dedication to our mission of ending the cycles of violence and abuse in our community. Similar to the previous year, 2023 witnessed an increase in the number of survivors served, and our scope of services expanded to unprecedented levels. We are proud to share that services were at an all-time high, breaking the 10,000 mark. What's more, individual survivor accessed more services per visit, underscoring the effectiveness and importance of our multifaceted approach.

This expansion can be attributed not only to the reopening of public spaces post-pandemic but also to our heightened and targeted outreach efforts in response to persistently high rates of violence and abuse. Building upon the successes of the previous year, we extended our focus to encompass additional demographics and geographical areas.

Along with the growth in the number of survivors served, our organization expanded the array of services provided. In 2023, we further developed community training initiatives; brought on new partners to meet the service demands, such as Sequoia Mental Health and Oregon Food Bank; and organized events to bring families together with partners, such as Shop With A Cop. These efforts have resulted in a substantial increase in the number and variety of services offered to each survivor, aligning with the Family Justice Center model's effectiveness and showcasing the strength of collaboration among our partners and along.

This year we continued our community-wide collaboration on events aimed at raising awareness, amplifying survivors' voices, and support families. In October we debuted our first ever Run for Hope during Domestic Violence Awareness Month with over 150 participants, built on our Voices of Hope Survivor Art Gallery for Sexual Assault Awareness Month and Child Abuse Awareness Month, and increased the scope of our Fall Family Food Boxes, Holiday Shop, and Back to School Supplies. These events not only united our community but also demonstrated our commitment to creating a safe and supportive environment for survivors and their families.

In response to the 2021 and 2022 where we saw a marked increase in severe violence and homicide, the FJC worked hard with its law enforcement, court, and District Attorney partners to create a high-risk referral program. We also worked among the partners in the center to better identify lethality indicators and reached out into our community to raise awareness. Additionally, our collaborative and VOICES Survivor Committee engaged in legislative advocacy to pass new laws and strengthen current ones to ensure survivor safety and offender accountability. However, the need for such efforts this emphasizes the continued urgency of our mission and the importance of collective efforts to address the root causes of violence and abuse in our community.

In conclusion, 2023 was a year of monumental progress for our organization. As we strive to create a future free from family trauma, we remain steadfast in our commitment to collaboration, advocacy, and systemic change. The journey toward a safer future requires the collective efforts of individuals both inside and outside the Family Justice Center, and together, we take meaningful steps toward the safety, healing, and hope that survivors and our entire community deserve.



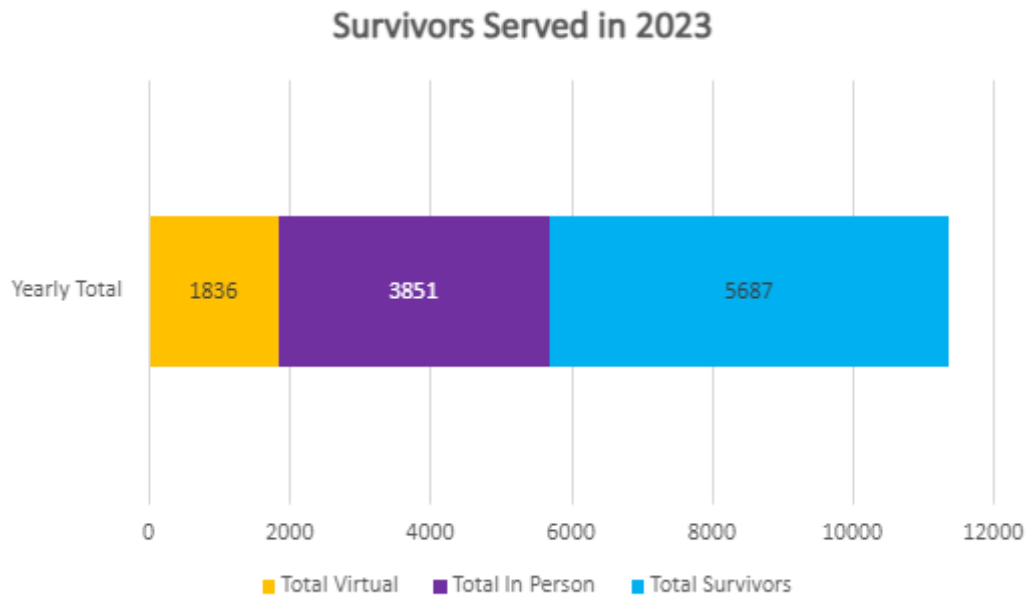
Rachel Schutz
Executive Director

Services

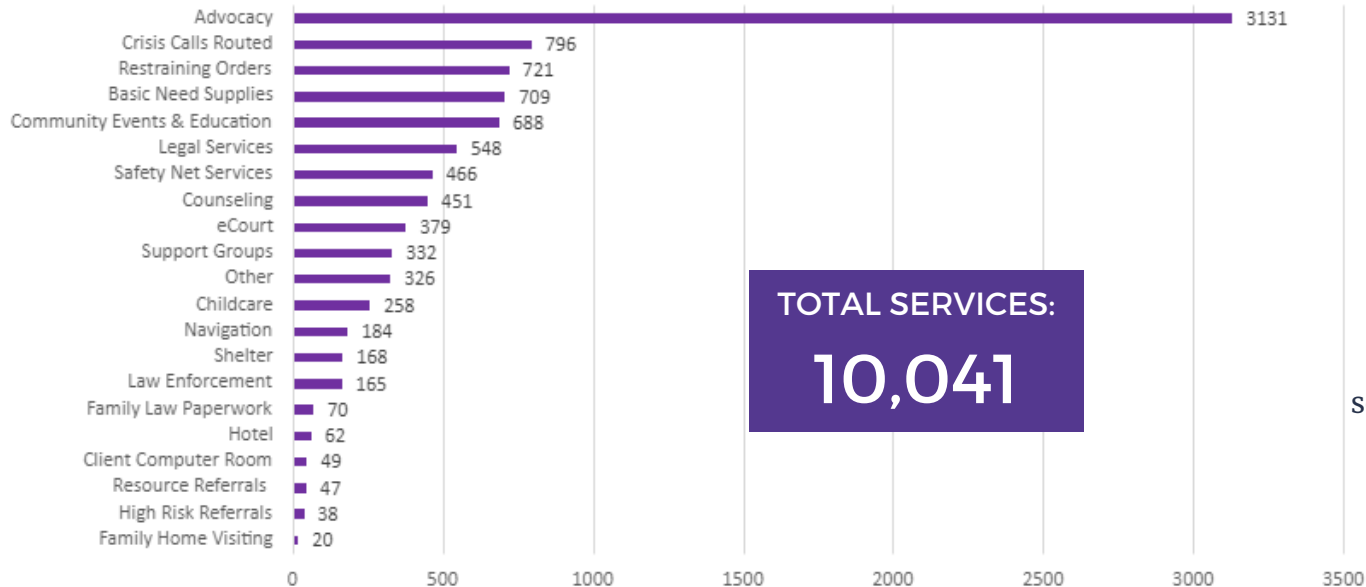
SURVIVORS SERVED AND SERVICES PROVIDED

SURVIVORS SERVED

As awareness of abuse raising in our community, so do survivors seeking services. The FJC served 25% more survivors in 2023 over 2022.



Services Provided in 2023



SERVICES PROVIDED

Services in 2023 increased once again over 2022, 20%. This included the addition of new services to expand support and responsiveness.

85%

Of survivors felt they and their children were cared for by staff and partners

100%

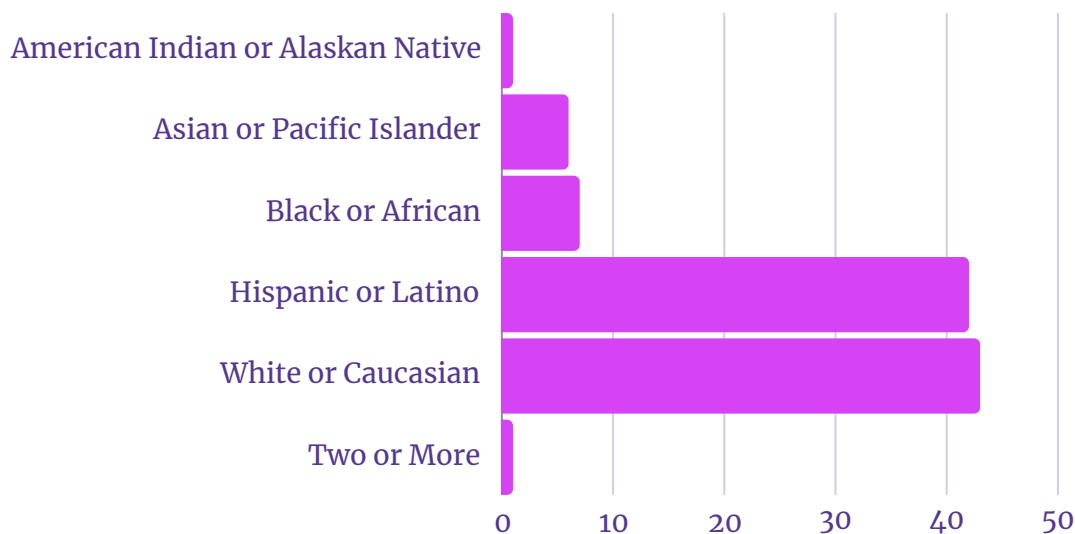
Of survivors reported they experienced trauma informed care at while receiving services.

85%

Of survivors reported that they received the help they needed to keep their family safe.

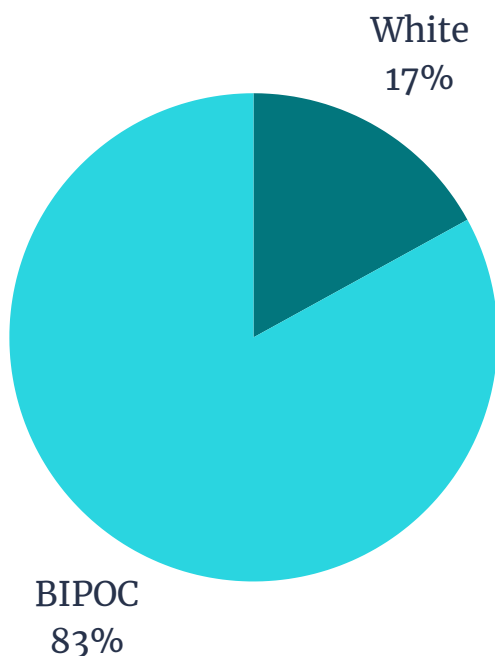
Demographics

SURVIVOR AND STAFF



SURVIVOR DEMOGRAPHICS

Washington County population is 78% white and 22% people of color. The FJC serves 57% people of color, illustrating the disproportionate impact of violence and abuse on marginalized communities.

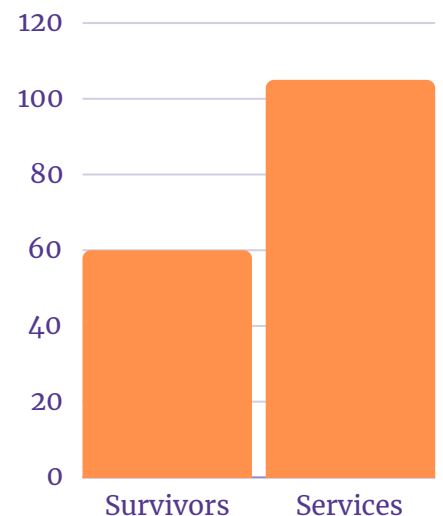


STAFF DEMOGRAPHICS

The FJC seeks to represent the populations it serves, including having survivors on staff and as board members.

CITY OF TUALATIN

The FJC provided 60 Tualatin survivors with 105 services.



57%

BIPOC Survivors served
in 2023

25%

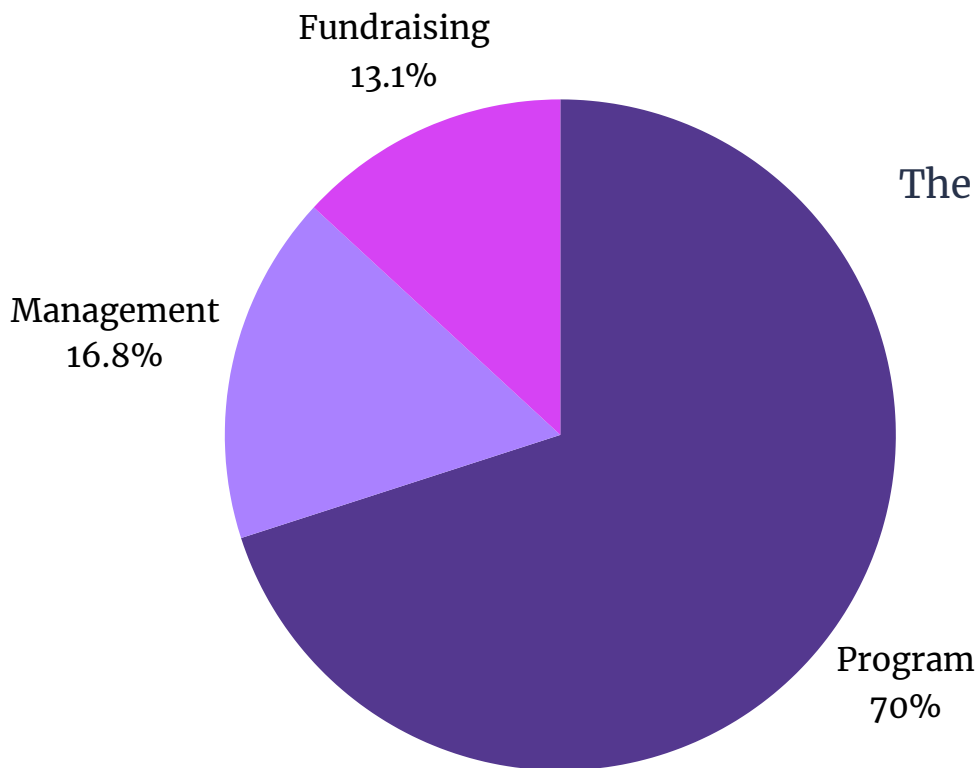
Increase in survivors served
in 2023

20%

Increase in services
delivered to survivors in
2023

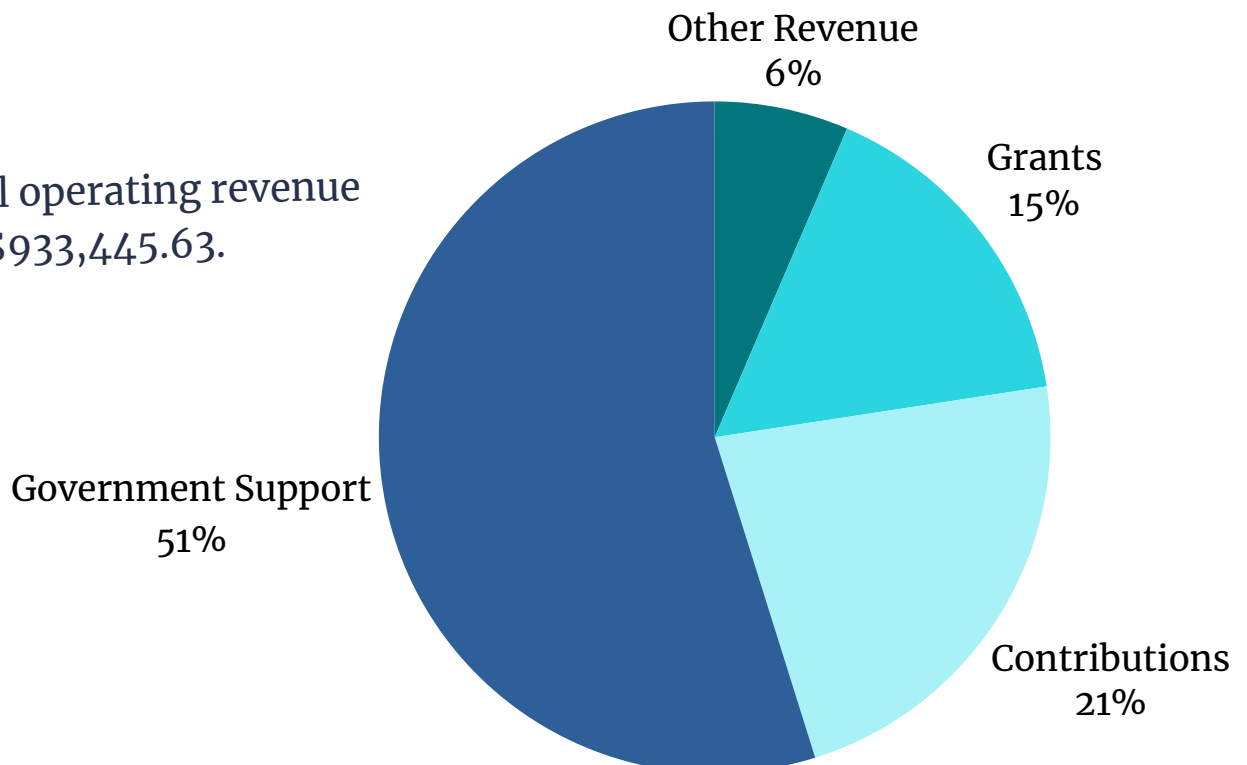
Finances

EXPENSES AND REVENUE



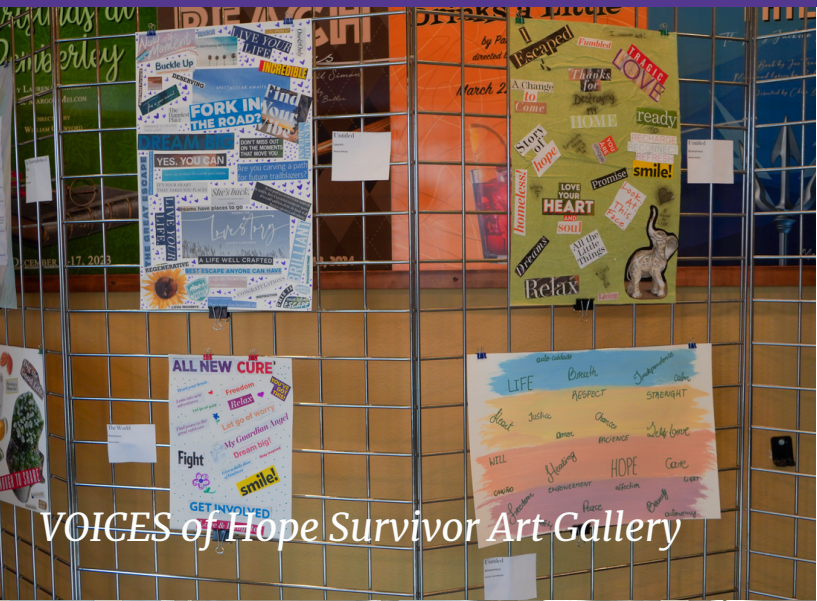
REVENUE

The FJC's total operating revenue for 2023 was \$933,445.63.



Highlights

RAISING AWARENESS, ELEVATING VOICES, SUPPORTING FAMILIES



VOICES of Hope Survivor Art Gallery



VOICES Committee Testifying in Salem



Shop With A Cop



Domestic Violence Awareness Month's Run For Hope



Fall Family Feast Food Boxes



Holiday Shop with Santa

Partners

TOGETHER, WE ARE ENDING THE CYCLES OF VIOLENCE
AND ABUSE IN WASHINGTON COUNTY.

T O G E T H E R,



DOMESTIC VIOLENCE
**RESOURCE
CENTER**



cares
northwest



SHERIFF
WASHINGTON COUNTY



**ADELANTE
MUJERES**



SEQUOIA



**SAFETY
COMPASS**



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