



TUALATIN CITY COUNCIL MEETING

MONDAY, SEPTEMBER 26, 2022

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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, September 26. 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. (50 min) – Republic Services Update** Representatives from Republic Services will provide an update and give information about the Recycle+ program and the Residential Organics program. Staff and Republic are looking for Council guidance and direction on next steps.
- 2. 6:50 p.m. (10 min) – Council Meeting Agenda Review.** Council will review the agenda for the September 26th City Council meeting.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Public Health Announcement
2. New Employee Introduction- Engineer Associate Bryce Donovan

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 August 22, 2022 and September 12, 2022.
2. Consideration of **Resolution No. 5645-22** Authorizing the City Manager to Execute a Contract with Diversified Abilities, Inc. for Janitorial Services

Special Reports

1. Summer Program Recap and Fall Preview

General Business

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

1. Consideration of Recommendations from the Council Committee on Advisory Appointments

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

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Lindsay Marshall, Management Analyst II
DATE: September 26, 2022

SUBJECT:

Republic Services - Informational Presentation and Guidance Regarding Recycle + Program and Residential Organics Possibilities

RECOMMENDATION:

Staff would be in support of offering both Recycle + and Residential Organics as options for Tualatin residents.

EXECUTIVE SUMMARY:

Recycle +

In April 2022, the Washington County Board of County Commissioners approved “Recycle+” as a new addition to curbside recycling. This optional service, which would be offered by the City’s sole franchised hauler, Republic Services, would provide an opportunity for Tualatin Customers to recycle materials not included in standard recycling.

Customers who sign up for Recycle+ would receive a specific lidded bin for convenient home pickup of a variety of items, such as: plastic film and bags, plastic #1 clamshell containers, compact fluorescent light bulbs, and textiles such as clothes, sheets and towels. Customers would sort all materials by type and put Recycle+ materials in the plastic bags provided and place them in the purple bin. Why plastic bags? Each category of items needs to be kept separate and dry during collection. The plastic bags will be recycled once materials are at their final destinations.

Recycle+ charges include a small base fee and a pickup fee for each requested pickup. Customers can set out Recycle+ “curbside” (defined as within five feet of a public or private road) or at another “non-curbside” location on a customer’s property, such as at the doorstep or porch (additional fees apply).

While exact fees for Tualatin are to be determined, rates would be similar to those in unincorporated Washington County:

- Base charge (billed monthly to subscribers): \$2.50
- Curbside pickup when requested by customers (each pickup): \$9.25
- Non-curbside pickup 5-150 feet (each pickup): \$11.70
- Non-curbside pickup over 150 feet (each pickup): \$12.02

Customers can cancel Recycle+ service at any time; no continuing subscription is required. For customers who do not want to subscribe to Recycle+, dropping these materials off at a recycling depot remains a no-cost recycling option for all community members. If customers qualify as a person with a disability as

identified by Oregon state law and does not share a household with an individual capable of placing the container curbside, they can request non-curbside pickup at no extra charge.

Residential Organics

Residential organics collection, also known as curbside composting, would allow Tualatin customers to begin adding food waste to their yard debris bins. The cost of the composting program would be covered by an increase in Republic Services rates for Tualatin customers (the rate increase is to be determined, but would be minimal). The rate increase would apply to all households using a 35- gallon-or-larger yard debris cart. There would be no change to customers' collection schedules or frequency. All solid waste (garbage), recycling, and yard debris would continue to be picked up weekly. Education and outreach efforts to customers would be joint between Republic Services and the City and be implemented before collection began.

What counts as “organics” or food waste in this sense? The basic rule of thumb is, if “it goes in your mouth, it can go in the bin.”

Items for the bin would include:

- All food, inclusive of meat, bones, dairy, fats, grease, etc.
- Coffee grounds, including the filter (in fact, these are encouraged as coffee grounds help minimize the smell) and tea bags
- Take-out pizza boxes
- A limited number of food-stained paper products. Used napkins and paper towels cannot be recycled, so if they are used to wipe up food, they can go in the yard debris bin on a limited basis. However, if they have household cleaners on them, they should be thrown away in the trash.

Concerns may include:

- Contamination of the yard debris cart with potentially confusing items that should actually be left out, such as any bags/bin liners, boxes, or silverware labeled “compostable.”
- Smell - Vents on the top of the yard debris bins are designed to minimize odor. The decomposition process requires a warm, moist environment to get started, but the vents ensure that the bins remain cool and dry, so the food doesn't start decomposing while it's still sitting in the bin. Tualatin has regular weekly service for all customers (rather than bi-weekly like in other Cities), which ensures that food waste would not be sitting for very long in between collection.
- Pests – The biggest deterrent for pests is regular collection by Republic Services. Given that collection is weekly in Tualatin for all customers, there shouldn't be much time for pests to move in. Tactics like occasionally spraying vinegar or peppermint oil in in the bin can help deter pests as well.
- Including meat and dairy products – While not recommended for inclusion in backyard composting, the composting facility where residential organics would be taken have the processing capabilities to handle the proper breakdown of such materials.

OUTCOMES OF DECISION:

Staff are looking for Council guidance as to whether to move forward with implementing education and rate adjustments for these two programs.

ALTERNATIVES TO RECOMMENDATION:

Council can choose to not recommend one or both of these additional services for Tualatin customers at this time.

FINANCIAL IMPLICATIONS:

As Recycle + is an optional service, there would be no economic impact to Tualatin customers who do not

sign up. For those who wish to participate, services are able to added for an additional cost. Residential organics collection would apply a rate increase to all customers using a 35 gallon or larger yard debris cart.

ATTACHMENTS:

-Presentation by Republic Services



Tualatin 2022 Update

Sustainability in Action

KJ Lewis

Municipal Relationship Manager

Going the Extra Mile



Going the Extra Mile



Residential Organics

🌟 Weekly Organics Cart Pickup

🌟 1,200 Additional Weekly Lifts

🌟 Improved Material Use

🌟 Monthly Organics Factor: \$.60 - .75 /month*



Commercial Organics Update



Recycle⁺

1. Stretchy plastic film/bags

- ▶ Plastic bags
- ▶ Produce bags
- ▶ Dry cleaning bags
- ▶ Plastic padded envelopes (no padded manila envelopes)
- ▶ Plastic overwrap for paper towels, paper plates, napkins, etc.



2. Clear plastic #1 clamshell containers

- ▶ Egg cartons
- ▶ Fruit containers
- ▶ Bakery containers
- ▶ Take-out containers



3. Textiles

- ▶ Bed linens
- ▶ Clothing
- ▶ Towels/rags



4. Compact fluorescent light bulbs

- ▶ Long Fluorescent tubes used in commercial lighting are not accepted.
- ▶ Bulbs must be contained in a zip-sealed bag.



Recycle⁺

- ✳ Monthly Rate, no subscription required
- ✳ Two Pick-up Opportunities Monthly
- ✳ Union CDL Drivers
- ✳ Living Wages

This is the Washington County Model



Recycle⁺

- ★ Monthly base rate \$2.50
- ★ Pickup rate \$9.25
 - ★ Non-curbside pickup 5-150 feet (each): \$11.70
 - ★ Non-curbside pickup over 150 feet (each): \$12.02

*Residents with a disability may qualify for non-curbside pickup at no extra charge.

November Return and 2023 Adjustment



Recycling Depot

Cardboard

Electronic Waste (e-Waste)

Glass Bottles

Metal

Standard Recyclables

Polystyrene

10295 SW Ridder Road, Wilsonville, Oregon





Thank you

Sustainability in Action



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: September 26, 2022

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of August 22, 2022 and September 12, 2022.

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of August 22, 2022
- City Council Regular Meeting Minutes of August 22, 2022
- City Council Work Session Meeting Minutes of September 12, 2022
- City Council Regular Meeting Minutes of September 12, 2022



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR AUGUST 22, 2022

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

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

1. *Tualatin Made: A Manufacturing and Workforce Growth Program in Tualatin.*

Economic Development Manager Jonathan Taylor, Oregon Manufacturing Extension Partnership (OMEP) Consultant Jude Kirstein and ODOT Senior Consultant Bob Cannon presented the Tualatin Made program. Manager Taylor stated the proposed program tonight will utilize up to \$100,000 of the \$410,000 allocated by Representative Prusak to her district through the State Legislature portion of the American Rescue Plan. He stated the Tualatin Made program is a proposed collaborative partnership with the City of Tualatin, OMEP, and the Chamber of Commerce that will focus on assisting Tualatin manufacturers and their employees. Manager Taylor stated this is a flexible program that provides scholarships to local manufacturers to cover contracted programs provided by OMEP. He stated the program will focus on assisting businesses in three key areas: business strategy, manufacturing operations, and workforce solutions. Manager Taylor stated the program will be entirely administered from application to completion by OMEP.

Consultant Kirstein spoke to Tualatin Made and the challenges the 234 manufacturing companies are experiencing and how they can help to engage their workforce and attract talent to Tualatin. She stated the program focuses on business strategy, manufacturing operations, and workforce solutions. Consultant Cannon explained how their programs work and how they allocate consultants to work with different entities to help dig into challenges and identify problems. Consultant Kirstein stated they stabilize leadership and help to engage the workforce through their process by creating efficiencies in the organization, establishing more jobs, looking to create investments into the right equipment, and evaluating cost avoidances. Consultant Kirstein stated they are an organization that uses real-world manufacturing experience to bring thoughtful problem solving approaches to eliminate obstacles faced by Oregon manufacturers. Manager Taylor stated this program will help to focus investments on small and medium businesses. Consultant Kirstein stated their process starts with manufacturers seeking guidance and then they complete an on-site assessment at no charge. If their services are deemed useful by the business they then complete a scope of work and work to help to understand and evaluate the current state of the business and then create implementation steps to achieve their desired future state.

Manager Taylor stated he is proposing using the \$100,000 of the funding in two phases. The first \$50,000 will be used for the pilot phase and the remaining \$50,000 for the second phase. He stated they will focus on five key success factors: revenue growth, reduced expenditures, employees retained, employees hired, and wage growth.

Councilor Pratt asked how many companies can be helped through this funding. Consultant Kirstein stated they would be able to help between 8-24 companies with partial and full scholarships.

Councilor Pratt asked if the program would include information on how to grow their companies successfully. Consultant Cannon stated that is one of the factors they address.

Councilor Pratt asked how they make sure the funding is being spent appropriately. Consultant Cannon stated a third-party survey is done at the end of their time that measures a variety of factors. Manager Taylor stated those numbers will be provided to the City.

Councilor Reyes asked how businesses can contact OMEP. Manager Taylor stated outreach will be multi-faceted through many channels including the Chamber of Commerce, CIO's, and other direct communications. Consultant Kirstein stated they have already connected with 60 manufacturers in Tualatin.

Councilor Reyes asked if there are specific industries they target. Consultant Cannon stated they work with anything manufacturing and some distribution and warehousing.

Councilor Reyes asked what the commitment time-frame is for the City. Manager Taylor stated the program length will depend on the success of the pilot program.

Councilor Brooks asked if they do an organizational analysis to determine where they are. Consultant Kirstein stated that is part of the scoping process.

Councilor President Grimes asked how long they think the pilot program funding will last. Manager Taylor stated it is likely to go quickly as one initial company is seeking \$25,000.

2. Core Opportunity and Reinvestment Area Update.

Economic Development Manager Jonathan Taylor and Consultant Elaine Howard presented the Prosperity Plan. Manager Taylor provided a brief background on the plan timeline to date. He stated the plan is a multi-year endeavor to securely position the community for long-term economic prosperity. Manager Taylor stated the plan effort values include more housing, leaving no existing business behind, enhanced connectivity, foster and promote identity, maintain and grow existing employment lands, and economic prosperity for all. He stated plan priorities include small business assistance, land acquisition, housing, developer assistance, community identity, environmental stewardship, blight remediation, and transportation. Manager Taylor shared the opportunity study area that focused on keeping future redevelopment near major transportation modes, enhance current employment lands, prepare for major regional transportation projects, remedy areas that are prone to environmental issues, enhance existing connectivity, fund major infrastructure projects to prepare for future growth, and meet community needs and desires. He stated tonight there are four key policy questions for consideration:

1. Does the Council agree with the plan vision?
2. Does the Council agree with the proposed goals and strategies?
3. Which impact option does the Council prefer?
4. Does the Council approve the proposed boundary?

Manager Taylor shared the recommended vision: the Core Opportunity and Reinvestment Area Plan is a guiding document in our community's effort to strengthen the social, cultural and economic vitality of central Tualatin by funding projects that improve the property values,

eliminates existing and future blight, and creates an active civic core. He spoke to goal one that addresses blight remediation and encourages and facilitates the development of historically underutilized and vacant parcels and buildings through direct or public-private partnerships. Manager Taylor shared two proposed projects for remediation including the 18970 Catalyst Project and Flood Mitigation efforts. He stated goal two is to enhance connectivity by providing residents, workers, and visitors access to a connected and efficient multi-modal system within, and to/from the area. Manager Taylor shared proposed projects for goal two including a main street corridor, trail system construction, and multi-access to hindered areas. Manager Taylor state goal three address multi use development and encourages and facilities attainable multi-family housing that is complementary to commercial development with expanded employment opportunities and life style amenities. He stated a proposed project targets historically vacant and underdevelopment land. Manager Taylor stated goal four addresses economic development that helps to establish opportunities for entrepreneurial growth and economic vitality. He stated goal five addresses community identity and cultivates a shared identity that represents the area's long standing traditions and culture while fostering community connections and a healthy relationship to the environment. He stated they will do this by creating more recreational opportunities and implementing community design plans. Manager Taylor stated proposed projects include the Tualatin River Plaza and Access Habitat Restoration Project and the Community Design Standard Master Plan. He stated remaining goals include industrial development, public utilities, flood mitigation, and environmental stewardship. Manager Taylor stated the plan document and projects can be changed throughout the life of the plan.

Consultant Howard spoke to the impact options. She shared the low community impact solution stating the maximum indebtedness would be \$53 million over a 21 year time frame which is \$39 million in today's dollars. Consultant Howard stated the major projects in the low impact scenario include the Main Street Corridor and the 18970 Catalyst Project which would assist 98 businesses, provide 19-37 housing units, improve 7% of the land, and improve 26 road miles. She stated the total net tax increment revenues would be \$66,484,549. Consultant Howard shared the high community impact option which includes a maximum indebtedness of \$139 million over 30 years which is \$81 million in today's dollar. She stated major projects would include the Main Street Corridor, 18970 Catalyst Project, Tualatin River Plaza, and trail development which would assist 119 businesses, provide 56-112 housing units, improve 25-37% of the land, build .7 trail miles, and improve 26 road miles. She stated the total net tax increment revenues would be \$164,595,865.

Manager Taylor shared the proposed boundary. He stated changes to the proposal include the removal of Bridgeport Village, eliminates quadrant two, removes the RV Park new build site, and expands the district right-of-way to include Tualatin Road, Martinazzi Avenue, 65th Avenue, and easements for trail systems. He stated next steps include a presentation to the Tualatin Development Commission on September 12, Planning Commission approval, and final adoption on November 28th.

Mayor Bubenik thanked those who were part of the working committee.

Mayor Bubenik asked if the Council agrees with the planned vision.

Councilor Brooks asked if blight can include environmental issues such as flooding and carbon off gassing to help build resiliency. Consultant Howard stated they will work to address that and look at how to incorporate that into the plan.

Councilor Pratt would like to see the vision include environment and bike and pedestrian improvements.

Councilor Brooks would like to see the arts included in the social and cultural portion of the plan.

Councilor Hillier would like to see the word engaged incorporated into the plan.

Mayor Bubenik asked if the Council agrees with the proposed goals and strategies. Council agreed with the goals and strategies.

Mayor Bubenik asked which impact option the council prefers. He noted the citizen committee would like to see the high impact option.

Councilor Brooks stated she is in favor of the high impact option as it seeks solutions that really work.

Councilor Pratt asked what the administrative cost is. Consultant Howard administrative costs are more since they are bigger projects and include the need to hire a staff position to manage these projects. Councilor Pratt stated she in favor of the high impact option.

Council President Grimes asked what staff's recommendation is. City Manager Lombos stated staff is comfortable with the high impact option and feel it is a good investment.

Councilor Pratt asked if the overlying entities are ok with these options. Manager Taylor stated Tualatin Valley Fire District was part of the working group and was ok with it.

Council consensus was reached to move forward with the high impact option.

Mayor Bubenik asked if the council is okay with the proposed boundary.

Councilor Brooks stated the changes are very relevant and she is favor of the proposed boundary.

Council consensus was reached on the proposed boundary.

3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.

Councilor Hillier stated she attended the DEI work group meeting.

Councilor Pratt stated she attended the Concert on the Commons and the Clackamas County Metro-Sub Committee on Regional Flexible Funds Allocation.

Councilor Sacco stated she attended the Core Area Reinvestment Area meeting, the Diversity Equity and Inclusion Planning Committee meeting, and the Tolling Diversion Sub Committee meeting.

Councilor Brooks stated she attended the Policy Advisory Board Committee meeting, did research on the climate discussion from the executive session, met with the Water Consortium, and attended the Concert on the Commons.

Council President Grimes stated she attended the Concert on the Commons and congratulated staff on a successful season.

Mayor Bubenik stated he attended the Core Area Reinvestment Opportunity meeting and the Washington County Coordinating Committee meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 6:50 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR AUGUST 22, 2022

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

Call to Order

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

Pledge of Allegiance

Announcements

1. Public Health Announcement

Councilor Brooks reminded residents to check on their vaccine updates as students head back to school.

2. Tualatin Library Foundation Vine2Wine Event

Library Director Jerianne Thompson and Tualatin Library Foundation President Royce Hermens announced the Vine2Wine event to be held on September 18 at the Tualatin Library.

Public Comment

None.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of August 8, 2022
2. Consideration of **Resolution No. 5640-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for a Clean-Up Grant; and Appropriating Special Purpose Revenues in the City's General Fund During the FY 2022-23 Budget
3. Consideration of **Resolution No. 5641-22** Authorizing the City Manager to Execute a Deed Acquiring Property for Basalt Creek Parkland
4. Consideration of **Resolution No. 5642-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for Basalt Creek Parkland Acquisition using 2019 Parks and Nature Bond Measure Local Share Program Funds; and Appropriating Special Purpose Revenues in the City's Park Development Fund During the FY 2022-23 Budget

General Business

1. Climate Friendly and Equitable Communities Status and Next Steps

Management Analyst Cody Field presented information on whether the City should formally join the City of Springfield, and at least seven other cities, pursuing legal action seeking to delay implementation of the Climate Friendly and Equitable Communities rules. He stated the cost of the litigation will be divided between the participating cities based on the size of each city's budget. Management Analyst Fields presented background information on the rules stated the CFEC rulemaking effort was initiated by the Oregon Land Conservation and Development Commission in 2020, in response to Governor Kate Brown's Executive Order 20-04, directing state agencies to take actions to reduce and regulate greenhouse gas emissions. He stated the new rules impact the way Tualatin will manage its parking mandates and the amount of time, effort, and analysis required to update the City's transportation system plan, which will likely lead to an increase in costs and staff time. Analyst Fields stated there are three options for the city to consider tonight:

- a. Join in the City of Springfield's legal challenge to the CFEC rules and contribute financially to the cost of litigation.
- b. Not join the legal challenge (note: staff will stay engaged with LOC to ensure we are aware of the state of the legal action and will continue to keep you all apprised).
- c. Consider other strategies - such as "working with state legislators to enact modifications to the adopted CFEC rules."

Acting City Attorney Chris Crean stated there are at least seven cities that have publicly committed to challenging the rules and several others who have made preliminary decisions to that affect.

Oregon Department of Land Conservation and Development (DLCD) Climate Mitigation Planner Evan Manvel shared context to the rule making decision. He stated there are three parts to the rules: to make Climate Friendly Areas, updates to parking mandates, and changes to Transportation System Planning. Planner Manvel stated the City of Tualatin does not have to make Climate Friendly Areas as it has already been done as part of the Town Center. He stated many cities are choosing to hire consultants to address parking reform and the costs have varied based on city size. Planner Manvel stated the Transportation System Planning costs have typically been covered by the state through ODOT and they have no set timelines at this time. Planner Manvel stated DLCD will continue to go to the legislature to ask for funding to help implement the new rules. Planner Manvel stated the commission is open to adjusting the rules as needed and are monitoring the implementation.

Mayor Bubenik stated the focus of the discussion tonight is on whether to join the lawsuit to ask DLCD to help fund the effort before requiring these rules to be implemented. He stated there has been many unintended impacts to surrounding cities such as Cornelius being included in the Traffic Study because of the way transit is laid out. He stated Hillsboro and Cornelius have joined the lawsuit and Sherwood will be considering at their upcoming meeting.

COUNCIL QUESTIONS

Councilor Reyes asked what surrounding cities have joined the lawsuit. City Attorney Chris Crean stated West Linn, Lake Oswego, and Hillsboro have joined and Sherwood is considering it.

Councilor Pratt asked if the purpose of the lawsuit is to delay the implementation. Attorney Crean stated there are three rules the court will consider when a rule is challenged to invalidated it being that it is unconstitutional, exceeds the scope of the agencies authority, or the correct procedures were not followed when adopted. He stated if any of those are met it would invalidate the rule and send it back to the agency, at which point they can correct it. Attorney Crean stated DLCD has not been responsive since the rules were adopted in January. He stated they don't think what was adopted reflects the concerns of local government and the goal is to have the rules returned to the agency so those conversations can occur.

City of Milwaukie Mayor Mark Gamba stated they will not be joining the lawsuit. He stated less than 10% of their city would fall under the required parking minimums. Mayor Gamba stated they have already begun work on several of the climate items and will likely be receiving a grant to cover the expenses of additional items moving forward. He estimates their additional costs to be less than \$100,000 to complete the actions.

Councilor Sacco stated she feels conflicted as she agrees that swift climate action needs to be taken. Her concerns are that items on the list are not equitable to those in the most vulnerable communities. She would lean to looking to other options as a solution.

Councilor Brooks stated after the executive session she had more questions than answers so she reached out to surrounding cities. She would like to see this be more of a conversation than a lawsuit as that does not align with her values. Councilor Brooks would like to look to creative solution making to solve this problem.

Councilor Pratt asked how DLCD will work with cities this is cumbersome to. Planner Manvel stated the rule is not one size fits all as there are exemptions and stricter rules varying by city sizes. He stated there is a provision where Metro can come up with their own solution for parking. Planner Manvel stated there is flexibility to reopen the rules as development happens.

Councilor Reyes asked the Mayor to state the problem and the solution for the audience. Mayor Bubenik stated this is an executive order to establish Climate Friendly and Equitable Communities. He stated the frustration from cities is in the rule making process and the fact that cities concerns were not incorporated in the rules, timelines on these new requirements, and issues with parking requirements for developments within a half mile of frequent transit. Mayor Bubenik stated the lawsuit would put a pause on the rules as they work through addressing their concerns related to funding, timelines, and community impacts. Councilor Reyes stated she is in support of Climate Friendly Communities but wants to make sure the equity concerns are addressed.

Council President Grimes stated she would like to pause the rules so there can be time to make the necessary changes and accommodations so the rules can be successful.

Mayor Bubenik stated the city does not have staff to address these new rules. He agrees with the goals but not the implementation. Mayor Bubenik stated Metro's plate is full and he does not see them addressing this in the future. He stated he would like to join the lawsuit.

Councilor Hillier stated if she felt like DLCD had the desire to make the changes they would have already done it. She has concerns with their good faith and how a negotiation would go with DLCD.

Councilor Pratt expressed concerns with how a lawsuit could affect a relationship with DLCD.

Councilor Brooks stated she would rather pay a lobbyist to gather support around this instead of joining a lawsuit. She doesn't feel it is the best way to move forward and build good repore with partner agencies.

Motion to have staff bring back a resolution to authorize the city to participate in the coalition of cities challenging the State's Climate Friendly and Equitable Communities rules made by Council President Grimes, Seconded by Councilor Hillier.

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

Voting Nay: Councilor Brooks, Councilor Pratt, Councilor Sacco

MOTION PASSED

Councilor Brooks asked what outcome measures would make the Council more comfortable before taking a final vote on the item at the next meeting.

Council Communications

Councilor Brooks stated she plans to attend the Tualatin Chamber of Commerce Key Leaders Breakfast to be held on September 8.

Councilor Hillier invited the Community to attend the upcoming Inspiring Truth Event at Rolling Hills. She stated more information can be found on Eventbrite.

Adjournment

Mayor Bubenik adjourned the meeting at 8:15 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR SEPTEMBER 12, 2022

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

Mayor Bubenik called the meeting to order at 5:32 p.m.

1. *Climate Action Plan Update: Greenhouse Gas Emissions Inventory Results.*

Deputy Public Works Director Nic Westendorf, Management Analyst Maddie Cheek, and Consultant Josh Proudfoot presented an update on the Greenhouse Gas Emissions Inventory Report. Analyst Cheek spoke to key takeaways from public engagement events including concerns related to extreme weather, protecting the ecosystem and river, drought and water availability, and wildfires and smoke. She stated the public expressed interest in learning more about what actions will have the most impact, EV's and EV charging, impacts to plants and animals, and community building to make change. Analyst Cheek spoke to takeaways from targeted stakeholder engagement including building trust and relationships, public refuge, lack in transit, and increasingly crowded right of ways. She stated mitigation-themed stakeholder workshops will be held this fall to discuss buildings and energy use, urban form and land use, transportation modes and fuel switching, and food and goods consumption.

Consultant Proudfoot spoke to climate change and how it is happening. He stated there are more greenhouse gases in the atmosphere which prevent heat from escaping and thus increasing the temperature on Earth. Consultant Proudfoot addressed the summary of findings for emissions in Tualatin. He stated local emissions total nearly 386,000 MT or an average of 14 MT per resident. Consultant Proudfoot shared energy usage for buildings by type and energy source stating the majority of building energy emissions come from electricity use in commercial buildings. He stated the majority of transportation emissions come from passenger vehicles in Tualatin. Consultant Proudfoot stated the largest proportion of Tualatin's industrial processes come from refrigerant emissions. He spoke to imported emissions stating goods make up the largest share of imported emissions, followed by foods and beverages.

Consultant Proudfoot spoke to the greenhouse gas emissions forecast. He shared numbers if business remains as usual with existing policies, he stated they must close the gap using the climate action plan to reach net zero carbon by 2050. Consultant Proudfoot stated additional policies such as the Inflation Reduction Act and the Oregon Department of Land Conservation and Development (DLCD) Climate Friendly and Equitable Communities rulemaking may help to reduce emissions.

Consultant Proudfoot shared best practices including modes and fuels switching in transportation such as EVs, diesel operators transitioning to renewable fuels, reduction in air travel, electronic commute, first and last mile coordination, and active transportation. He spoke to best practice for urban form and land use in relation to transportation stating moving to urban nodes, transit-oriented development, building taller, and having active transportation routes for new development is important. Consultant Proudfoot spoke to best practices in building and energy stating purchasing electricity from renewable sources, smart energy or renewable gas, electrify buildings, energy efficient audits, weatherization and efficient appliances, refrigerants,

rooftop solar, and the incorporation of shade trees for buildings help to address emissions in this area. He spoke to best practices for consumption of foods and goods stating borrowing and sharing, buying use, meal planning to avoid waste, eating more plants, and recycling help to foster these goals.

Analyst Cheek stated next steps include phase two for community engagement to gather feedback on draft strategies and actions on what barriers exist and what citizens are interested in. They will host an online open house and interactive workshops for targeted groups.

Councilor Brooks asked what the differences is between PGE and Bonneville Power. Consultant Proudfoot stated Bonneville Power has first rights to local utility districts all over the northwest and gives them has access to hydropower which is a cleaner baseline. He stated PGE doesn't have access to this hydropower, so they are working to get access to other renewables that are outside of what is mandated by the state.

Councilor Brooks asked what the City can do specifically to help incorporate best practices and how to use carbon exchanges based on policy needs. Consultant Proudfoot stated offsets are not included in the scope of work. He stated the level of detail that will be included will be dependent on what the community shares and what they ask for. Consultant Proudfoot stated service providers will also help to determine were gaps are to help provide programs and services.

Councilor Pratt asked how development in the US compares to development globally for emissions. Consultant Proudfoot shared comparisons for countries less than and greater than the US.

Councilor Pratt asked what types of renewable energy sources he is talking about. Consultant Proudfoot stated renewable would be not electric and is typically bio products.

Councilor Pratt asked if the costs of implementing these solutions is included in the graphs. Consultant Proudfoot stated even in work case scenarios implementing and building the solutions still puts you in a better place than the consumption of fuel in the future.

Councilor Reyes asked what food waste at home is. Consultant Proudfoot stated it is food that is not consumed.

Councilor Reyes asked what it means to offset something. Consultant Proudfoot explained how technical solutions are used to buy offsets of certain activities such as flying.

Councilor Reyes asked if the cost of electricity will increase as people move to that type of energy. Consultant Proudfoot stated the biggest concern is the ability to produce enough energy to deal with eventual consumption from EVS. He noted electricity prices are more stable than fuel.

Councilor Reyes stated weather will need to be considered when looking at different modes of transportation for first and last mile transportation.

2. Basalt Creek Park Property Maintenance and Operations Agreement.

Parks Planning and Development Manager Rich Mueller presented the Basalt Creek Park Property Maintenance and Operations Agreement. He stated on August 22nd the Council purchased this land and the purpose of this agreement is maintain the property, both land and

structures, as is, and reduce costs for the City to maintain and repair. He stated the provider will be the current owners. He stated the benefits of this includes reduced costs and property security and safety. Manager Mueller stated the public benefit includes property maintenance, having a parkland caretaker, insurance, repairs, upkeep, safety, security, and the maintenance of the building and appliances. He stated the next steps include the maintenance agreement, completing the property transaction, park site planning, and park design and construction.

Councilor Pratt asked if the current property owners will continue to live there and if they would be compensated. Manager Mueller stated they would not be compensated but they will be able to continue to live there while maintaining the property. Councilor Pratt stated this sounds like a win-win agreement.

Councilor Brooks stated the residents that live there are delightful and caring people and she would be happy to see them continue to care for the property.

3. Council Meeting Agenda Review.

Councilor Brooks stated she will be asking for changes to the minutes on the consent agenda.

Councilor Hillier stated formal wear donations for upcoming high school formal events are now being accepted and can be dropped off at Riverview Community Bank or Orange Theory.

Councilor Pratt stated she attended the Clackamas County Business Alliance Happy Hour, the Chamber Key Leaders Breakfast, the Clackamas County Climate Action Committee meeting, and the Historical Society Fundraiser.

Councilor Reyes stated she attended the Council Committee on Advisory Appointments meeting.

Councilor Sacco stated she has been working on the Tualatin Parks Bond Project.

Councilor Brooks stated she participated in the Tualatin River Keepers Sunset Kayak Tour, met with Mayor Gamba and Metro Councilor Rosenthal about the DLCD Climate Rules in regards to parking, and the Chamber Key Leaders Breakfast.

Mayor Bubenik stated he attended the Regional Tolling Advisory Committee meeting, the Greater Portland Inc. Small Cities Consortium meeting, the Tolling Breakfast, the Historical Society Fundraiser, the Stafford-Hamlet Family Festival, and the Washington County Coordinating Committee meeting. He reminded residents that the Tualatin Library Vine to Wine event will be held this Saturday.

Adjournment

Mayor Bubenik adjourned the meeting at 6:55 p.m.

Sherilyn Lombos, City Manager

/ Nicole Morris, Recording Secretary

/ Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR SEPTEMBER 12, 2022

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

Call to Order

Mayor Bubenik called the meeting to order at 7:03 p.m.

Pledge of Allegiance

Announcements

1. Public Health Announcement

Councilor Brooks announced their are new vaccines available now for the new variants. She encouraged citizens to receive the new shot.

2. New Employee Introduction – Richard Contreras

Assistant City Manager Don Hudson introduced Contracts Procurement Analyst Richard Contreras. The Council welcomed him.

3. Proclamation Declaring the Month of September 2022 as Emergency Preparedness Month in the City of Tualatin

Councilor Pratt read the proclamation declaring the Month of September 2022 as Emergency Preparedness Month in the City of Tualatin.

4. Proclamation Declaring September 2022 as Hispanic Heritage Month in the City of Tualatin

Councilor Reyes read, in English and Spanish, the proclamation declaring September 2022 as Hispanic Heritage Month in the City of Tualatin.

Public Comment

Linda Moholt announced the Regatta Run 5K to be held on October 16th at 9 a.m. She stated more information can be found at regattarun.com.

Octavio Gonzalez stated he is glad to see the City take a stand on Climate Change. He looks forward to the City's plan coming forward.

Consent Agenda

The Council minutes were removed from the consent agenda for edits and will come back at the next meeting.

Motion to adopt the consent agenda as amended made by Councilor Pratt, Seconded by Councilor Reyes.

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

MOTION PASSED

1. Consideration of **Resolution No. 5643-22** Authorizing the City Manager to Execute a Contract for \$1,980,372 to complete Supervisory Control and Data Acquisition (SCADA) System Improvements

Special Reports

1. Tualatin Community Emergency Response Team (CERT) 2021-2022 Annual Report

Tualatin CERT President Cathy Holland presented the Tualatin CERT annual report. She thanked City staff for their support throughout the year. Ms. Holland stated the group prepares for when first responders are overwhelmed in an emergency and they train in first aid and communications to assist. She stated Tualatin CERT is now a 501c3. Ms. Holland stated Tualatin Neighborhood Ready is part of their program and she encouraged citizens to host neighborhood meetings to help families be prepared. She stated they set up a booth at Viva Tualatin this year where they were able to do Spanish outreach. Ms. Holland announced their fall classes. She stated they are working to set up a GMRS program for communications that is more easily obtained than a HAM license. Ms. Holland stated they have been doing outreach to businesses to help employees prepare. She shared great ways to start preparing by distributing family contact lists, storing emergency water, and knowing where your utilities are.

Councilor Brooks asked if the team is addressing heat concerns. Ms. Holland stated they train for heat exhaustion.

Councilor Sacco thanked Ms. Holland for her leadership and all the volunteers who participate.

Councilor Reyes asked what other sources can be used for water in an emergency. Ms. Holland stated hot water heaters can be used in an emergency.

Councilor Pratt and Hillier thanked all CERT members for all they do.

General Business

1. Consideration of Resolution 5644-22 Authorizing the City of Tualatin to Join a Coalition of Cities Challenging the State's Climate Friendly and Equitable Communities Rules.

Assistant Community Development Director Steve Koper stated DLCD adopted CFEC rules and the Tualatin Council met on August 11th to discuss whether to join litigation opposing the rollout of the rules. On August 22nd the Council approved a motion to draft a resolution to join litigation. He stated many cities have expressed concerns with parking, density, frequent transit corridors, transportation system planning, and overly prescriptive rules without listening to cities feedback. Director Koper stated staff will continue to move forward with work to address climate issues.

Councilor Brooks asked for the list of cities that have joined the litigation. Director Koper stated the City of Springfield, Happy Valley, Troutdale, Medford, and Hillsboro have joined. He stated there are other cities that have expressed interest in joining the litigation. Councilor Brooks stated Lake Oswego and West Linn will not be joining the litigation as noted by the City Attorney

at the last meeting. She stated none of the city's on the list who are joining have a Climate Action Plan. Councilor Brooks stated delays like this are not healthy for our community and she does not like the tone of the lawsuit as there are other ways to work through this. She stated the parking concerns that were presented at the last meeting allow for exchanges with Metro that the city can use that are allowed for in the rules. Councilor Brooks asked how much it would be to have the parking requirements modified. She would like to see a cap put on how much the city would spend on a lawsuit.

Councilor Brooks asked if the City Attorney has an agenda with this item as she felt the discussion from him was one sided at the last meeting. City Attorney Chris Crean apologized for misreporting on the two cities joining who are not currently a part of it at the last meeting. He stated he was only explaining the concerns as presented by the other cities on the west side of the state to challenge the litigation. He stated he does not have an agenda on the matter and wants to make sure the council has the information to make an informed decision.

City Attorney Crean stated Cornelius is on record as joining the lawsuit. Mayor Bubenik stated Sherwood will be joining the lawsuit as well.

Councilor Reyes stated her concerns with the rules are that not enough information was gathered from people of color or other ethnicities. She stated it is important to hear from these communities who will be affected by this.

Motion to adopt Resolution 5644-22 authorizing the City of Tualatin to join a coalition of Cities challenging the State's Climate Friendly and Equitable Communities Rules made by Council President Grimes, Seconded by Councilor Hillier.

Councilor Brooks proposed an amendment to place a cap on the cost of litigation. She asked staff how much transportation plan adjustments would cost the city, as she doesn't want to spend more money on the legal action than the fix. Director Koper stated staff can't readily quantify the difference between the cost to modify the transportation system plan with or without the amendments. He stated it is not necessarily dollars to the city but impacts to potential projects and people by directly reducing parking in one place and burying the costs someplace else. Councilor Brooks stated she feels there is way to do exchanges with Metro on the parking fixes and the transportation system plan is the lynch pin in this lawsuit.

Mayor Bubenik stated the city's portion of the payment is based on city population, he stated the city will be a minor player in this.

Councilor Brooks motioned to amend the resolution to include a cap on litigation to \$10,000. Motion failed for lack of a second.

Motion to adopt Resolution 5644-22 authorizing the City of Tualatin to join a coalition of Cities challenging the State's Climate Friendly and Equitable Communities Rules made by Council President Grimes, Seconded by Councilor Hillier.

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

Voting Nay: Councilor Brooks, Councilor Pratt, Councilor Sacco

MOTION PASSED

Items Removed from Consent Agenda

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of August 22, 2022

Will be amended and reconsidered at the next meeting.

Council Communications

Councilor Sacco invited residents to follow the Yes for Tualatin's Facebook and Instagram pages in support of the Tualatin Parks Bond effort.

Councilor Reyes thanked the City for honoring Hispanic Heritage Month.

Councilor Brooks stated she attended the Climate Action Plan Steering Committee meeting and participated in a Makers Space Tour at the Library.

Adjournment

Mayor Bubenik adjourned the meeting at 8:16 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Clay Reynolds and Brett Hoffman, Maintenance Services
DATE: September 26, 2022

SUBJECT:

Consideration of **Resolution No. 5645-22** authorizing the City Manager to execute a contract with Diversified Abilities, Inc. for janitorial services.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to execute a three-year contract with Diversified Abilities, Inc. for janitorial services in an amount not to exceed \$701,904.60 for the three-year contract term, and also give authority to execute Amendments totaling up to 10% of the original contract amount.

EXECUTIVE SUMMARY:

Diversified Abilities Inc., an “Oregon Forward” registered business, formerly known as a “Qualified Rehabilitation Facility” has for the past 18 plus years provided janitorial services to 70% of City of Tualatin’s occupied facilities. Staff desires for Diversified Abilities, Inc. to provide the same services to all occupied facilities.

OUTCOMES OF DECISION:

Authorizing the City Manager to execute aforementioned contract will allow continuity of janitorial services to all city staff occupied facilities.

FINANCIAL IMPLICATIONS:

Funding has been approved for this budget line in the adoption of the FY 22/23 budget cycle.

ATTACHMENTS:

-Resolution No. 5645-22 Awarding Contract

RESOLUTION NO. 5645-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DIVERSIFIED ABILITIES, INC. FOR JANITORIAL SERVICES.

WHEREAS, the City has 10 sites that require janitorial services; and

WHEREAS, Diversified Abilities, Inc. is a certified vendor on the Oregon Forward Program Procurement List (formerly referred to as Qualified Rehabilitation Facilities, or QRF), and per ORS 279A.025(4), competitive procurement is not required; and

WHEREAS, the City has contracted with Diversified Abilities, Inc. for janitorial services for the past 18 years, and their performance has been satisfactory; and

WHEREAS, funds are available for these services in the Maintenance Services budget in the General Fund.

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

Section 1. The City Manager is authorized to execute a contract with Diversified Abilities, Inc. in an amount not to exceed \$701,904.60 during the 3-year term of the contract; and

Section 2. The City Manager, or the City Manager's designee, is authorized to execute Amendments totaling up to 10% of the original contract amount; and

Section 3. This resolution is effective upon adoption.

ADOPTED by the Tualatin City Council this 26th day of September, 2022

ATTEST:

TUALATIN CITY COUNCIL

BY _____
City Manager

BY _____
Mayor



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 Diversified Abilities, an Oregon nonprofit corporation ("Provider"), collectively referred to as "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; and
- (ii) The attached Scope of Work (Exhibit A).

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 July 1, 2022 ("Effective Date").
- B. Term.** The term of this agreement begins on the Effective Date and terminates on June 30, 2025, 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 five (5) 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.** Provider 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 \$701,904.60, which is inclusive of all hours necessary to complete the Work during the term of this Contract. The rates in the attached Scope of Work shall not be increased before June 30, 2023 absent a change in the minimum wage. Provider shall give City 30 days' notice of any rate increases and (excluding a change in the minimum wage) the City must agree to such increases in writing before they are effective.

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 monthly charges for each work site.
- 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**
Brett Hoffman, Building Maintenance Tech II
10699 SW Herman Road, Tualatin, OR 97062
(503) 691-3094, bhoffman@tualatin.gov

2. **Provider's Project Manager**
Diversified Abilities, Inc.
Ann Toth & Tim Toth
PO Box 2273
Clackamas, OR 97015
Tim Toth – (971) 222-8600
Timtoth1212@gmail.com
Ann Toth – (503) 760-7500
diversifiedabilities@gmail.com

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

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

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

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

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

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

Section 16. Ownership of Intellectual Property.

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

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

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

Section 19. Nondiscrimination; Compliance with Applicable Law. Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Provider will not discriminate against minority-owned, women-owned, or emerging small businesses. Provider 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; 279A.112; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

Section 21. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Provider represents and warrants that Provider has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS

chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

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

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

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

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

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

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

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

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 29. Default; Remedies; Termination.

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

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

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

calendar days after Provider's notice or such longer period as Provider may specify in such notice.

- D. Provider's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event will City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider must pay immediately any excess to City upon written demand provided.
- E. Termination by City.** At its sole discretion, City may terminate this Agreement:
- (i) For any reason upon thirty (30) days' prior written notice by City to Provider;
 - (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
 - (iv) City may terminate this Agreement immediately upon written notice by City to Provider if Provider is in default of this Agreement.
- F. Termination by Provider.** Provider may terminate this Agreement with such written notice to City upon the occurrence of the following events.
- (i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or
 - (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.
- G. Return of Property upon Termination.** Upon termination of this Agreement for any reason whatsoever, Provider must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Provider must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of

termination. Upon City's request, Provider must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

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

Section 30. Dispute Resolution.

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of 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.

DIVERSIFIED ABILITIES

CITY OF TUALATIN

By: _____

By: _____

Title: _____

Sherilyn Lombos
City Manager

Date: _____

Date: _____

Provider's Federal ID Number or
Social Security Number

APPROVED AS TO LEGAL FORM

By:

Date: _____

**EXHIBIT A
SCOPE OF WORK
JANITORIAL SERVICES**

Provider Diversified Abilities shall provide janitorial services to City as follows:

General Terms

Service Days and Hours

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
City Offices		✓		✓		✓	
Library	✓	✓	✓	✓	✓	✓	✓
Operations	✓		✓		✓		
Police		✓		✓		✓	
Lafky		✓		✓		✓	
Heritage		✓		✓		✓	
Pohl	✓	✓	✓	✓	✓	✓	✓
Van Raden			✓		✓		✓
Browns Ferry	✓						
Community Services	✓						

Provider shall provide regular janitorial service for all locations.

Note: There are 3 shift changes at the Police Station: Day Shift 6am - 4pm, Swing Shift 1pm- 11pm, and Night Shift 8pm- 6am.

The secured area bathrooms and lockers, including the briefing room, are usually busy one hour before and one hour after these times.

City may specify the times when services are to be performed at specific locations. Provider acknowledges that use of City buildings or special regulatory requirements, such as a “Clean Air Action Day”, may sometimes conflict with regular cleaning times and may require schedule adjustments. Provider will schedule dates and times for performing project tasks with City’s representative.

Notification of Communication

Communication between Provider and the City is vital and required to ensure issues are being resolved and tasks are being performed. Provider will provide the following information to the City’s Project Manager through documented email:

- Notification of cancellation of building services due to sickness, inclement weather, or a schedule change or other issues as they arise.
- Notification of new employee. Provider will provide City’s Project Manager when a new employee is added to the roster.
- Notification of a transferred employee from one building to another.
- Provider or his or her agent shall immediately report to City all emergency situations (water leaks, fire, smoke, broken window) involving City’s buildings, equipment, or personnel.

PROPOSAL

The following custodial services will be provided for City of Tualatin Buildings as outlined below. The cost must be quoted on a monthly basis, per building, meeting the criteria and daily tasks as listed.

Breakdown of Service Schedule and Costs:

NOTE: Current hourly rate is \$14.75 per hour and is subject to change following the State of Oregon minimum wage laws.

Location	Address	Approximate Sq. Ft.	Days Per Week	Monthly Cost
City Offices	18880 SW Martinazzi Ave.	5,800	3	\$1,379.57
Library	18880 SW Martinazzi Ave.	10,000	7	\$5,596.47
Operations	10699 SW Herman Rd.	7,000	3	\$3,891.79
Police	8650 SW Tualatin Rd.	15,000	3	\$2,397.40
Lafky	8511 SW Tualatin Rd.	1,726	3	\$681.99
Heritage	8700 SW Sweek Dr.	2,077	3	\$637.70
Pohl	8513 SW Tualatin Rd.	8,250	7	\$2,965.33
Van Raden	8509 SW Tualatin Rd.	4,900	3	\$1,234.07
Browns Ferry	5485 SW Nyberg Ln.	2,667	1	\$425.95
Community Services	8515 SW Tualatin Rd.	1,225	1	\$287.08

Cleaning Specifications (Minimum Criteria)

One of the city's primary objectives is to maintain a high standard of professional custodial services. In addition to the following specific minimum requirements, Provider is expected to provide those services that are reasonably necessary to maintain a clean, pleasant, and neat-appearing environment.

Provider shall furnish labor, custodial tools, equipment, machines, and supplies necessary for the performance of these services at its expense (excluding paper towels, toilet paper, seat covers, garbage bags, deodorants, and hand soaps, which are to be supplied by City).

Provider is to provide custodial services sufficient to maintain or exceed the minimum requirements described in the following task schedules:

Provider and City Project Manager will perform a walkthrough of selected contracted buildings to discuss issues and or improvements every 4 months per annual year.

Additional Services:

Specialty cleaning and emergency services maybe requested from time to time. These services will be paid at the current hourly rate for services required, not to exceed \$10,000 per year. The invoice needs to include an itemized list of type of work performed, hours worked, and current rate per hour.

(Continued on next page)

LOCATION: _____

City of Tualatin

	DAILY	SUN <input checked="" type="checkbox"/>	MON <input checked="" type="checkbox"/>	TUE <input checked="" type="checkbox"/>	WED <input checked="" type="checkbox"/>	THU <input checked="" type="checkbox"/>	FRI <input checked="" type="checkbox"/>	SAT <input checked="" type="checkbox"/>
TASKS:								
1.	Empty all wastebaskets and pick up loose trash.							
2.	Replace all soiled trash receptacle liners. Wash trash receptacles as needed.							
3.	Clean entrance way interior and exterior surfaces/glass. Sweep door threshold.							
4.	Spot-clean carpets as needed.							
5.	Refill ALL dispensers (soap, towel, toilet paper, etc.).							
6.	Clean and sanitize drinking fountains, using appropriate disinfecting agent.							
7.	Clean all unobstructed desks, counters, and tabletops. Do not disturb papers.							
8.	Vacuum all carpeted areas. Inspect for stains.							
9.	Dust mop or sweep all hard floor surfaces.							
10.	Damp-mop all resilient and tile floors.							
11.	Spot damp-mop wood floors as needed (do NOT wet-mop).							
12.	Clean and wash kitchen fixtures and vending machines.							
13.	Ensure that coffee makers are turned off.							
14.	Maintain a clean and orderly janitorial supply closet.							
15.	Turn office and restroom lights off, except designated night-lights.							
16.	Secure building. Set alarm.							
RESTROOMS DAILY								
1.	Clean and sanitize all restroom fixtures. Remove mineral stains as needed.							
2.	Clean and sanitize toilet seats.							
3.	Clean and refill all dispensers.							
4.	Empty and sanitize disposal containers. Insert new liners as needed.							
5.	Spot-wash restroom walls, partitions, and doors, including areas next to sinks, toilets, etc.							
6.	Clean and polish restroom mirrors.							
7.	Clean and sanitize showers; remove soap scum and mineral stains.							

8.	Wet-mop and sanitize floors.														
----	------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

LOCATION:	GENERAL - QUARTERLY	JAN	APR	JUL				OCT
		✓	✓	✓				✓
TASKS:								
1.	Vacuum Air Supply & Return Grills							
2.	Clean all Carpets & Floors twice a year							

COMMENTS:

DRAFT

LOCATION: _____ MONTH: _____

MONTHLY		<input checked="" type="checkbox"/>								
TASKS:										
1.	Low-dust all horizontal surfaces to a height of six feet (72"), including windowsills, ledges, cabinets, shelves, partitions, etc.									
2.	High-dust all surfaces above six feet (72"), including shelves, ledges, light fixtures, and ceiling areas.									
3.	Spot-wash stains and smudges from wall surfaces.									
4.	Remove fingerprints and smudges from doors, frames, kick plates, push plates, and light switches.									
5.	Clean glass in all doors and display cabinets									
6.	Clean and sanitize telephones									
7.	Vacuum/clean venetian blinds.									
8.	Vacuum or spot-clean all fabric or vinyl furniture.									
9.	Thoroughly wash and disinfect restroom walls and partitions, including areas next to toilets, urinals, and sinks.									
10.	Clean and polish metal bright work at sinks, kitchens, and restrooms.									
11.	Sweep outside areas near trash containers.									
12.	Joint-service inspection, as requested by Owner.									

Floors:

- Vacuum all carpeted areas. Inspect for stains.
- Spot shampoo carpets as needed.
- Dust, mop or sweep all hard floor surfaces.
- Damp mop all resilient and tile floors.

Police Department Holding Cells and Interrogation Rooms:

- Sweep, clean and sanitize as needed. **(Holding facilities must not be in-use at time of cleaning. Custodial personnel may be asked to leave these areas from time to time.)**

CARPET AND FLOOR SCHEDULE

- All carpets cleaned bi-annually. Provider will provide a two week notice to City Project Manager via email prior to cleaning carpets.
- Resilient flooring -stripping and waxing bi-annually.
- Spot cleaning as needed covering the daily and monthly custodial tasks as outlined below:
- Pre-spot or extract, as required.

SERVICE PROCEDURES

Security of the Building, City Property, Employee Personal Property, and Keys

Provider is responsible and accountable for relocking and checking all doors when Provider or Provider's agents unlock them for servicing. Personal property of City's employees and printed materials located at City's facilities shall not be handled, read, or otherwise disturbed by custodial services personnel. All outside doors shall be kept locked while working in and about the building.

Provider shall authorize entry only to its employees and to no other persons. City shall instruct Provider as to the proper locking and security procedures for each facility. Provider shall provide to City a listing of all Provider's employees authorized to enter City's premises, including date of birth, social security number, and driver's license number.

Provider shall personally sign for all keys issued to him or her and shall be liable for all costs of re-keying of all City doors resulting from keys being misplaced or lost by Provider or his or her agents.

Any violation of security provisions by Provider, its agents or employees, is cause for immediate cancellation of the contract. All liability, cost, and damage, including, but not limited to, replacement services and attorney's fees resulting from Provider's willful or negligent release or handling of information, documents, or property contained in the building shall be borne by Provider. Provider's responsibility under this section shall not be limited by the amount of a bond or insurance provided as a condition of the contract.

Provider has the permission of the City to use lunch rooms for breaks and lunch periods. Provider has the permission of the City to use refrigerators, microwaves, lunch room chairs, and tables. Provider is not to use supplies such as food condiments, disposable utensils, plates, bowls, and cups that are owned by the City or City employees.

Identification of Provider

Provider's employees shall wear identification tags or some type of contractor identification at all times when on or in City's property.

Employee Standards

Provider agrees that the custodial services covered by this contract shall be performed by carefully selected, efficient employees, in conformity with accepted custodial practices and standards. Provider further agrees that, upon request by City, it will remove from City's premises any Provider employee who, in the reasonable opinion of City, is guilty of improper conduct, presents security concern to City, or is not qualified to perform the work assigned. Provider further agrees to provide employees who have a steady and dependable work record, and that its employees may be subject to a security check.

Performance Requirement

Provider shall perform all the work defined in the proposal on a timely basis. Except as otherwise provided, if Provider fails to perform, he or she will be notified by City either orally or in writing prior to City obtaining substitute performance.

Provider will be expected to correct all deficiencies immediately or at a time mutually agreed to between City and Provider. If Provider fails to correct the deficiency immediately or as agreed, City may deduct from payments due Provider such sums as are necessary, in City's sole opinion, to provide cover performance.

Provider shall complete all custodial work in one area, turn off all lights except those designated by City for security, then move to the next designated cleaning area.

Provider shall not operate any computer, telephone, television, photocopy equipment, heating, ventilation, or air conditioning systems without written approval of City. Provider shall use designated closets and areas for storage of equipment and supplies.

Availability of Provider

Provider's Project Manager will be available for direct telephone contact by City during all normal business hours. Provider's Project Manager must be able to understand and speak English fluently or Provider shall provide an interpreter at Provider's expense during normal business hours. Fax and email availability is preferred.

Safety/Health Standards

Provider shall instruct employees regarding and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment, as well as other potential hazards within City's facilities. Provider shall comply with all applicable OSHA and Oregon OSHA laws, including Hazardous Materials Identification Rules. Provider shall properly and securely label all chemicals and cleaning agents used on City's premises. Provider shall conspicuously post current copies of safety data sheets (SDS) at each custodial storage location for each chemical product provided by Provider and shall be visible at all times.

DRAFT



CITY OF TUALATIN



Summer Programs Recap
and Fall Preview

2022

Library

Storytimes, science, music and making. And reading!
2179 readers participated in Summer Reading this year.





Library

¡Viva
Tualatin!



Summer Camp

Grades 1-6

- 8 weeks
- 400 kids

Grades 7-10

- 4 weeks
- 48 teens





Concerts in the Parks

Four Friday night concerts, two lunchtime concerts
over 5,000 attendees



Library and Event Volunteers

Summer Teens & Tweens

- 34 youth // 977 hours

MakerSpace and Shelves

- 609 hours

Blender Dash

- 96 volunteers // 320 hours

Viva Tualatin

- 63 volunteers // 150 hours



Parks Volunteers



TEAM Tualatin

- 60 volunteers // 1580 hours

Corporate & Group Volunteers

- 120 people // 375 hours

Eagle Scout Project

- 110 hours // Jurgens fence project

DIY Volunteers

- 22 volunteers // 200 hours



Coming This Fall...

Hug a Tree // October 7 // Browns Ferry Park

Put Down Roots // November 12 // Community Park

Hug a Street Litter Biltz // November 19



Tualatin Police Department

GREAT Camp

125 youth grades 6-9

National Night Out

15 neighborhood events





Juanita Pohl Center

Fitness, enrichment, travel, and
wellness programs

3,475 attendees for summer
programs



Recreation Partners

- Willowbrook Arts Camp
- Skyhawks Sports Camp
- Skate Like A Girl
- Tualatin Youth Sports Leagues
- Tualatin Historical Society



Library Fall Preview

Storytimes are back in the building

October is all things pumpkin

November brings music and dinosaurs





Juanita Pohl Center Fall Preview



Earthwise Crew: Forest Bathing at Hoyt Arboretum // September 30

Active Aging Week // October 3-7

Veterans Recognition Breakfast // November 4



THE CITY OF TUALATIN'S
**WEST COAST
GIANT PUMPKIN REGATTA**



Sunday, October 16

10am-4pm

SUNDAY, OCTOBER 16, 2022 // LAKE OF THE COMMONS



Giant Pumpkin Races

5k Regatta Run

Family Entertainment

Costume Contests

Crafts

Food

Free Admission



PUMPKINS & PINKS PINTS

& TERMINATOR WEIGH-OFF



SATURDAY, OCTOBER 15

12PM-4PM

STICKMEN'S BREWING COMPANY



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: 9/26/22

SUBJECT:

Consideration of Recommendations from the Council Committee on Advisory Appointments

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA)

EXECUTIVE SUMMARY:

The CCAA met and interviewed community members interested in participating on City advisory committees. The Committee recommends appointment of the following individuals:

Individuals	Board	Term
Matt Kilmartin	Architectural Review Board- Alternate	Expiring 9/26/24
Daniel Bachhuber	Tualatin Planning Commission	Term Expiring 8/31/25
Ursula Kuhn	Tualatin Planning Commission	Term Expiring 8/31/25
Bill Beers	Tualatin Planning Commission	Term Expiring 8/31/25
Dana Paulino	Library Advisory Committee	Term Expiring 10/31/25
Thea Woods	Library Advisory Committee	Term Expiring 10/31/25