TUALATIN DEVELOPMENT COMMISSION MEETING



Monday, June 23, 2025

TUALATIN CITY SERVICES 10699 SW HERMAN ROAD TUALATIN, OR 97062

IMMEDIATELY FOLLOWING THE 7PM REGULAR COUNCIL MEETING

Call to Order

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.

- <u>1.</u> Consideration of Approval of the Tualatin Development Commission Meeting Minutes of May 27, 2025
- 2. Consideration of <u>Resolution No. 639-25</u> Authorizing Changes to the FY 2024-2025 Adopted Budget
- 3. Consideration of <u>Resolution No. 641-25</u> Authorizing the Administrator to Execute an Agreement with the University of Oregon for the 2025–2026 Sustainable City Year Program

Public Hearings - Legislative or Other

<u>1.</u> Consideration of <u>Resolution No. 640-25</u> Adopting the Tualatin Development Commission Budget, and Making Appropriations, for the Fiscal Year Commencing July 1, 2025

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.

Adjournment

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.



TO:	Honorable Chairman and Members of the Commission
THROUGH:	Sherilyn Lombos, City Manager
FROM:	Nicole Morris, Deputy City Recorder
DATE:	June 23, 2025

SUBJECT:

Consideration of Approval of the Tualatin Development Commission Meeting Minutes of May 27, 2025

RECOMMENDATION:

Staff respectfully recommends the Commission adopt the attached minutes.

ATTACHMENTS:

-TDC Meeting Minutes of May 27, 2025



TUALATIN DEVELOPMENT COMMISSION OFFICIAL MEETING MINUTES TUESDAY, MAY 27, 2025

PRESENT: Chair Frank Bubenik, Commissioner Bridget Brooks, Commissioner Maria Reyes, Commissioner Valerie Pratt, Commissioner Cyndy Hillier, Commissioner Christen Sacco, Commissioner Octavio Gonzalez

Call to Order

Chair Bubenik called the meeting to order at 8:04 p.m.

Consent Agenda

Motion to adopt the consent agenda made by Commissioner Pratt, Seconded by Commissioner Sacco.

Voting Yea: Chair Bubenik, Commissioner Brooks, Commissioner Reyes, Commissioner Pratt, Commissioner Hillier, Commissioner Sacco, Commissioner Gonzalez

MOTION PASSED

1. Consideration of Approval of the Tualatin Development Commission Meeting Minutes of April 14, 2025

General Business

1. Downtown Revitalization Project

Economic Development Manager Sid Sin and Civilis Consultants Michelle Reeves provided an update on the Downtown Revitalization project. Manager Sin reviewed the revised project timeline, which includes additional opportunities for community engagement. He noted that staff are working on finalizing the Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) rosters.

Councilor Brooks asked whether the CAC could include an environmental expert. City Manager Sherilyn Lombos asked for clarification on whether this was a formal request for Council direction. Council consensus was reached to add a member with an environmental lens to the CAC.

Council President Pratt stated she had understood the Council would have the opportunity to review and confirm membership of the CAC. She also asked for clarification about the role of the TAC and who would be serving on it. Mayor Bubenik responded that the TAC should consist of staff and technical partners, and that the CAC would include a broader range of perspectives.

Councilor Sacco stated she wants to see equitable representation to ensure that CAC members are well-informed. She emphasized the importance of clearly defining the role and expectations of committee members.

Councilor Gonzalez stated the importance of setting parameters that balance lived experience and technical expertise.

Consultant Reeves introduced herself and her background, stating that she approaches revitalization through an equity lens and focuses on placemaking and economic vitality. She emphasized the importance of understanding community needs through both data and listening. She stated the area is visually compelling with great potential and highlighted the importance of integrating nature and the river into design. She noted the biggest challenge is the large amount of surface parking, a result of past zoning practices.

Councilor Hillier thanked Reeves for her approach and for committing to meet people where they are.

Councilor Brooks asked what she found most exciting and most challenging about the project. Consultant Reeves shared her interest in the natural beauty and connection to the river and stated the volume of existing parking infrastructure will be the biggest hurdle in creating a walkable downtown.

Adjournment

Chair Bubenik adjourned the meeting at 8:44 p.m.

Sherilyn Lombos, City Manager

_____/ Nicole Morris, Recording Secretary

_____/ Frank Bubenik, Mayor



TUALATIN DEVELOPMENT COMMISSION

Staff Report

TO:	Honorable Chairman and Members of the Commission
THROUGH:	Sherilyn Lombos, Administrator
FROM:	Don Hudson, Assistant City Manager/Finance Director Matt Warner, Assistant Finance Director
DATE:	June 23, 2025

SUBJECT:

Consideration of <u>Resolution No. 639-25</u>, Authorizing Changes to the FY 2024-2025 Adopted Budget.

RECOMMENDATION:

Staff recommends adopting the attached resolution.

EXECUTIVE SUMMARY:

Local Budget Law allows for transfer of appropriations within a fund when authorized by a resolution of the Commission; and allows for a supplemental budget to be prepared when an occurrence or condition that is not ascertained when preparing the original budget and that requires a change in financial planning.

The FY 2024-2025 budget was adopted with \$34,850 in the Tualatin Development Commission Administration Fund Materials & Services category. During the year, the scope of the Downtown Revitalization Community Identity project was expanded to increase the opportunity for public engagement and has created the need for additional appropriations in the category. The attached resolution transfers \$16,000 from Contingency to the Materials & Services category.

FINANCIAL IMPLICATIONS:

There is no impact to the Tualatin Development Commission Administration Fund as the resolution is only moving currently budgeted appropriations from one appropriation category to another category in the same amount.

ATTACHMENTS:

- Resolution No. 639-25

RESOLUTION NO. 639-25

A RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2024-2025 BUDGET

WHEREAS, an occurrence or condition that was not ascertained when preparing the budget requires a change in the adopted FY 2024-2025 budget;

WHEREAS, in order to lawfully comply with the requirements of Local Budget Law, changes to the adopted 2024-2025 budget are necessary;

WHEREAS, Oregon Revised Statutes (ORS) 294.463 allows for transfers of appropriations within a fund when authorized by a resolution of the governing body;

WHEREAS, ORS 294.471 allows for a supplemental budget to be prepared when an occurrence or condition that is not ascertained when preparing the original budget and that requires a change in financial planning.

BE IT RESOLVED BY THE TUALATIN DEVELOPMENT COMMISSION, THE URBAN RENEWAL AGENCY OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The Board of Commissioners wishes to comply with Local Budget Law, and authorize the transfer of appropriations in the Tualatin Development Commission Administration Fund.

Section 2. Appropriation transfers in the adopted 2024-2025 budget should be made to move \$16,000 from the Contingency category to the Materials & Services category.

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 23rd day of June, 2025.

TUALATIN DEVELOPMENT COMMISSION, the Urban Renewal Agency of the City of Tualatin

BY____

Chairman

APPROVED AS TO LEGAL FORM

ATTEST

BY____

Attorney

BY_____

Administrator

RESOLUTION NO. 639-25

Page 1 of 1



TUALATIN DEVELOPMENT COMMISSION

Staff Report

TO:	Honorable Chairman and Members of the Commission
THROUGH:	Sherilyn Lombos, Administrator
FROM:	Sidaro Sin, Urban Renewal / Economic Development Manager
DATE:	June 18, 2025

SUBJECT:

Consideration of Resolution No. 641-25 Authorizing the Administrator to Execute an Agreement with the University of Oregon for the 2025–2026 Sustainable City Year Program.

RECOMMENDATION:

Staff recommends that Commission approve the resolution authorizing the Administrator to execute an Agreement with the University of Oregon for participation in the Sustainable City Year Program during the 2025–2026 academic year, with a not-to-exceed amount of \$80,000.

EXECUTIVE SUMMARY:

The Sustainable City Year Program (SCYP), administered by the University of Oregon's Sustainable Cities Institute, is a multidisciplinary, year-long partnership between the University and a selected city to advance livability and sustainability initiatives. The Tualatin Development Commission has been selected as the SCYP partner for the 2025–2026 academic year.

This collaboration provides the Tualatin Development Commission with access to research, design, planning, and public policy expertise across multiple UO departments. City-identified projects, ranging from economic development and parks planning to transportation and general land use, will be incorporated into coursework for UO students, who will deliver final reports and recommendations.

Individual Task Orders will be executed separately for each class-aligned project, with specific scopes, deliverables, and costs. The anticipated projects, schedule and descriptions are included as Attachment 2. The not-to-exceed amount of \$80,000 covers the anticipated total for all projects over the academic year.

OUTCOMES OF DECISION:

Adopting the resolution and authorizing contract execution would allow this project to proceed.

FINANCIAL IMPLICATIONS:

Funds for this project are available in the Tualatin Development Commission Administration Fund.

ATTACHMENTS:

- Attachment 1: Resolution No. 641-25 Authorizing Agreement
- Attachment 2: UO SCYP Project Schedule and Descriptions

RESOLUTION NO. 641-25

A RESOLUTION AUTHORIZING THE ADMINSTRATOR TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF OREGON FOR PARTICIPATION IN THE 2025–2026 SUSTAINABLE CITY YEAR PROGRAM

WHEREAS, the Sustainable City Year Program (SCYP) is a multidisciplinary partnership administered by the University of Oregon's Sustainable Cities Institute, designed to assist local governments in advancing sustainability and livability goals;

WHEREAS, the Tualatin Development Commission was selected as the University's SCYP partner for the 2025–2026 academic year;

WHEREAS, this partnership will involve Tualatin Development Commissionidentified planning and policy projects that align with coursework at the University of Oregon and will provide research-based deliverables for the Tualatin Development Commission; and

WHEREAS, there are funds budgeted for this project in the Tualatin Development Commission Administration Fund.

NOW THEREFORE, BE IT RESOLVED BY THE TUALATIN DEVELOPMENT COMMISSION OF TUALATIN, OREGON, that:

Section 1. The Administrator is authorized to execute an Agreement with the University of Oregon for participation in the 2025–2026 Sustainable City Year Program, and any necessary Task Orders, in an amount not to exceed \$80,000;

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

Section 3. This resolution is effective upon adoption.

Adopted by the Tualatin Development Commission this 23rd day of June, 2025.

BY _____

ATTEST:

CITY OF TUALATIN, OREGON

BY _____

Citv Recorder

Mayor

University of Oregon Sustainable City Year Program 5/29/2025

Protect Goals: 1) Through design studios, translate the results of the Community Identity process to develop a range of downtown design alternatives shown in plans, drawings, and renderings 2) Develop a set of high-level background documents to help inform the design studios and provide information to consider when looking at downtown redevelopment opportunities

Proposed Projects

Proposed Projects	Projects			Year		
			2025	2026	2026	
	School/Department	Description	Fall	Winter	Spring	Comment
1	UO - Planning Public Policy Management (PPPM)	Downtown Site/Context Analysis (Graduate Level)	х			Class confirmed
	UO - Planning Public Policy Management (PPPM)	Urban Transpiration - Transportation and wayfinding multi-modal connectivity				Class confirmed
		study/design to connect the downtown with abutting neighborhoods and future				
2		riverfront park	×			
3	UO - Business School	Downtown Tualatin Market Study	Х			Class confirmed
4	UO - Architecture Allied Art - Architecture	Design studio focused on downtown site(s) and streetscape		х		Class confirmed
5	UO - Architecture Allied Art - Landscape Architecture	Design studio focused on riverfront park site and streetscape		х		Pending
9	PSU - Portland State University Engineering	Floodplain study with strategies to designing/building in the floodplain			х	Pending
	PSU - Portland State University Engineering	Danisterio etarante estas e				Pending
7		DOWINOTHI SUMITIVALUI ITTAITABUTIUM SUAU WILL SUAUGUS IN AUDUSS SUMITIVANI			Х	

Note: Item #5 - Another design studio may be substituted for the landscape architecture studio in the Fall. The deliverables would be similar with a "lite" version of the overall design concepts, but may still include different design concepts for the park.

City of Tualatin Downtown Revitalization Project – <u>Site Analysis</u> 6/18/25

Project Description (paragraph): Site Analysis	Comments:
In 2022 the city adopted the Core Opportunity Reinvestment Area Plan, a 457-acre urban renewal area with the vision of strengthening the social, cultural, and economic vitality of central Tualatin. The city recently launched its downtown revitalization project with the goal of creating a community identity and to encourage investment and redevelopment of the downtown area. A key component of this process is to translate the community into plans and drawings so the community can visualize what the downtown can become. The site analysis work will be the foundation from which the design studios will base their designs.	Preferred timing of the class is Fall term 2025 so the winter term design studio(s) can use work for background and context in their design work.
Deliverables/Desired Outcomes:	
 The scope of the study could include information on the following, but is not limited to: Existing conditions, location/context, geographic features, utilities/infrastructure, culture, history, sociocultural, and land use/zoning. Mapping and other visual aids to convey site analysis information. 	
 Presentations to stakeholder group(s). 	
Initiating Department (can be Multiple Departments):	
Urban Renewal / Economic Development Division	
Potential Project Lead (Staff Name and Department):	
 Sidaro (Sid) Sin, Urban Renewal / EcDev Manager Mike McCarthy, City Engineer, Engineering Division 	
Potential Funding Source (can be Multiple Sources):	
 City of Tualatin Urban Renewal Fund 	
Matching funds from University of Oregon Federal Grant	
Relevant Agency, City and/or Community Partners: •	
Related Council or Agency Goals:	
 A caring and inclusive community that promotes equity, diversity, belonging and access in creating a meaningful quality of life for everyone. 	

City of Tualatin

Downtown Revitalization Project – <u>Urban Transportation Study</u> 6/18/25

The goal of this work is to provide the design studios with a transportation study for the downtown area to be used as background information for the design work. The study will be comprehensive in nature that will include a review of multi-modal options to connect the downtown with abutting residential neighborhoods, commercial centers, and the future riverfront park. Preferred timing of the class is Fall term 2022 the city adopted the Core Opportunity Reinvestment Area Plan, a 457 acre urban renewal area with the vision of strengthening the social, cultural, and economic vitality of central Tualatin. The city recently launched its downtown revitalization project with the goal of creating a community identity and to encourage investment and redevelopment of the downtown area. Part of this process includes holding design studios in winter 2025. The studios will take the work from the community identity process and translate that into plans and drawing that reflect the community nearcater and vision. An integral part of design process will be to consider multi-modal access and connections between the city's riverfront park and the downtown area. Deliverables/Desired Outcomes: • The scope of the study should include: Existing site and conditions assessment; multi-modal evaluation, land use/zoning; connections between the future riverfront park and the downtown area, Regulatory/policy context at the municipal, regional, state and federal levels; environmental survey, socioeconomic/cultural analysis; SWOT analysis; and mapping to graphically convey the findings. • Final report should include, but is not limited to: executive summary, issues and purpose statement, background, analysis, findings and supporting documentation such as maps, photos, regulations, etc. • Presentations to stakeholder groug(s). I	Project Description (annument), Link on Transportation Study	Commenter
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SUSTAINABLE CITY YEAR PROGRAM: PROJECT DESCRIPTION City of Tualatin

Downtown Revitalization Project – <u>Market Study</u> 6/18/25

Project	Description (paragraph): Market Study	Comments:
457-ac cultural its dow identity area. climate 2001 a studies revitali Tualati	2 the city adopted the Core Opportunity Reinvestment Area Plan, a cre urban renewal area with the vision of strengthening the social, , and economic vitality of central Tualatin. The city recently launched ntown revitalization project with the goal of creating a community and to encourage investment and redevelopment of the downtown A key component of the plan is strengthening the downtown business . Past economic development studies include an action plan done in nd a strategic plan done in 2014, but there have been no market in recent years. This market study would help support the zation efforts by strategically thinking about the downtown to capitalize on ngths and untapped economic potential.	
Delive	rables/Desired Outcomes:	
•	Strategic plan to promote the downtown area to enhance tourism, business recruitment, retainage and expansion. Strategies to actively engage the business community, public and private partners to build a diverse, thriving, and economically resilient local economy. The scope of the study could include: Market research and data analytics, wayfinding, SWOT analysis; targeted marketing; marketing/branding strategies; partnership/outreach; implementation strategy (low, medium, high priority); and performance metrics.	
•	Presentations to stakeholder group(s).	
Initiati	ng Department (can be Multiple Departments):	
•	Urban Renewal / Economic Development Division	
Potenti	al Project Lead (Staff Name and Department):	
•	Sidaro (Sid) Sin, Urban Renewal/EcDev Manager, UR/EcDev Division	
Potenti	al Funding Source (can be Multiple Sources):	
•	City of Tualatin Urban Renewal Fund	
•	Matching funds from University of Oregon Federal Grant	
Releva	nt Agency, City and/or Community Partners:	
•	Tualatin Chamber of Commerce	
Related	d Council or Agency Goals:	
•	A thriving and diversified economy that includes living wage jobs, increased tourism, and sustained financial stability for the whole. Explore destination signage for points of interest in Tualatin,	
	including the Veteran's Plaza, trails, and the Ice Age Trail.	

SUSTAINABLE CITY YEAR PROGRAM: PROJECT DESCRIPTION City of Tualatin Downtown Revitalization Project – <u>Architecture Design Studio</u> 6/18/25

Projec	Description (paragraph): Architecture Design Studio	Comments:
for the reflect through and tro prefer streets downto having this pro realize	al of this studio is to develop a range of downtown design options built form including buildings, streetscape and public places that the community identity. The studio will use the work created in the community identity process (completion expected Oct 2025) anslate that into plans, drawings, and renderings resulting in a red set of architectural building styles and complementary cape features that will be used to create design standards for the own. There are several sites downtown that have been identified as redevelopment potential for the studio to focus on. The results of oject will inspire the community and developers to reimage and the downtown's potential and position the downtown in the best e place to encourage redevelopment and revitalization.	Preferred timing of the studio is Winter term 2025 so the studio can then use other studies for additional background and context for the design work. Studies include: community identity, site analysis, market study and urban transportation studies.
Delive	rables/Desired Outcomes:	
•	Provide a range of design options that translates the community vision/identity into plans and drawings.	
•	Create a strong urban design connection between the city's future 6-acre riverfront park (abutting to the north) and the downtown core.	
•	Aspire to emphasize sustainability, mixed-use, housing options, multi-modal opportunities, urban design, streetscape design (interface between the building and public ROW realm), and placemaking.	
•	Hold several community engagement opportunities to receive feedback on the progress of the design and final designs.	
•	Meet the design intent and learning module of the design studio.	
Initiati	ng Department (can be Multiple Departments):	
•	Urban Renewal / Economic Development Division	
Potent	al Project Lead (Staff Name and Department):	
•	Sidaro (Sid) Sin, Urban Renewal / EcDev Manager	
Potent	al Funding Source (can be Multiple Sources):	
•	City of Tualatin Urban Renewal Fund	
٠	Matching funds from University of Oregon Federal Grant	
Releva	int Agency, City and/or Community Partners:	
٠		
Relate	d Council or Agency Goals:	
•	Safe, desirable, welcoming and sustainable neighborhoods with housing that is available to all	
•	Safe, vibrant and accessible gathering places throughout the city that build and celebrate our whole community.	
•	Diverse, livable, and sustainable housing options exist in Tualatin	

City of Tualatin

Downtown Revitalization Project – <u>Landscape Architecture Design Studio</u> 6/18/25

Project	Description (paragraph): Landscape Architecture Design Studio	Comments:
city's si will em current urban o charact identity plans, o styles o standar catalys physico	al of this studio is to develop a range of design options for the gnature riverfront park / civic plaza project. The riverfront park phasize its connection to the Tualatin River, Community Park (city's multi-use recreation area), the streetscape, public places, and the downtown core so that it reflects the community identity and ter. The studio will use the work created through the community process (completion expected Oct 2025) and translate that into drawings, and renderings resulting in a preferred set of design and streetscape features that will be used to create design rds for the downtown. The six-acre site is envisioned to be a t project for downtown revitalization and should have strong al, visual and design connections between the downtown area and ont area.	Another design studio may be substituted for this in the Fall. The deliverables would be similar with a "lite" version of the overall design concepts, but may still include different design concepts for the park.
Delive	rables/Desired Outcomes:	
•	Provide a range of design options that translates the community vision/identity into plans and drawings.	
•	Create a strong urban design connection between the city's future 6-acre riverfront park (abutting to the north) and the downtown core.	
•	Aspire to have extra emphasis on sustainability, multi-modal opportunities, urban design, streetscape design, and placemaking.	
•	Hold several community engagement opportunities to receive feedback on the progress of the design and final designs.	
•	Meet the design intent and learning module of the design studio	
Initiatiı	ng Department (can be Multiple Departments):	
•	Urban Renewal / Economic Development Division	
•	Parks & Recreation Department	
•	al Project Lead (Staff Name and Department): Sidaro (Sid) Sin, Urban Renewal/EcDev Manager, UR/EcDev Division Dustin Schull, Parks & Recreation Director, Parks & Recreation	
	Dept	
Potenti	al Funding Source (can be Multiple Sources):	
•	City of Tualatin Urban Renewal Fund	
Polove	Matching funds from University of Oregon Federal Grant	
Releva	nt Agency, City and/or Community Partners: Tualatin River Keepers	
•		
Related	d Council or Agency Goals:	
•	Safe, vibrant and accessible gathering places throughout the city that build and celebrate our whole community.	

City of Tualatin Downtown Revitalization Project – <u>Floodplain Study</u> 6/18/25

Project Description (paragraph): Floodplain Study	City comments:
The city is in the process of revitalizing its downtown core area with the intent of attracting private investment in redevelopment projects. As with many areas in Tualatin, it is located within the floodplain, and a goal is to minimize how much the floodplain location deters redevelopment. This project will provide a floodplain analysis and information to be used as a preliminary guide for downtown redevelopment projects, with the intent that future development projects will do a more detailed site-specific floodplain analysis. We are especially interested in having a range of creative options to address floodplain requirements.	
Deliverables/Desired Outcomes:	Since this class may not be
 A floodplain reference document that the city, community, and developers can refer to as a starting point when considering doing a redevelopment project in the downtown area. The scope of the study should include: Existing site and conditions assessment; Regulatory/policy context at the municipal, regional, state and federal levels; mapping of impacted areas; Review floodplain best practices and strategies from surrounding communities to address requirements; Cost estimates and implementation strategies. Final report should include, but is not limited to: executive summary, issues and purpose statement, background, analysis, remediation strategies, cost estimates, findings and supporting documentation such as maps, photos, regulations, etc. Presentations to stakeholder group(s). 	scheduled until Spring 2026, the scope should remain flexible to address the new FEMA regulations that cities are in the process of addressing.
Initiating Department (can be Multiple Departments):	
 Urban Renewal / Economic Development Division Engineering Division 	
Potential Project Lead (Staff Name and Department):	
 Sidaro (Sid) Sin, Urban Renewal/EcDev Manager, UR/EcDev Division 	
Mike McCarthy, City Engineer, Engineering Division	
Potential Funding Source (can be Multiple Sources):	
City of Tualatin Urban Renewal Fund	
Matching funds from University of Oregon Federal Grant	
Relevant Agency, City and/or Community Partners:	
FEMA Deleted Council on Annune Counts	
Related Council or Agency Goals:	
 An environmentally active sustainable, responsible and forward-thinking community that values and protects our natural resources, inhabitants and habitats. 	

City of Tualatin

Downtown Revitalization Project – <u>Stormwater Management Study</u> 6/18/25

The city is in the process of revitalizing its downtown core area with the intent of attracting private investment in redevelopment projects. Stormwater management in the downtown area is challenging due to existing impervious development conditions, but should not be a deterrent for redevelopment. This project will provide a stormwater management analysis and information to be used as a preliminary guide for downtown redevelopment projects, with the intent that future development projects will do a more detailed site-specific stormwater management analysis. We are especially interested in having a range of creative options to address stormwater requirements. Deliverables/Desired Outcomes: • A stormwater management reference document that the city,
A stormwater management reference document that the city
 A stormwater inditagement reference accument individe any, community, and developers can refer to as a starting point when considering doing a redevelopment project in the downtown area. The scope of the study should include: Existing site and infrastructure conditions assessment; Regulatory/policy context at the municipal, regional, state and federal levels; Hydrologic modeling; Water quality management strategies including low impact development, green infrastructure and regional stormwater facilities; Cost estimates and implementation strategies. The final report shall include, but is not limited to: executive summary, issues and purpose statement, background, analysis, remediation strategies, cost estimates, findings and supporting documentation such as maps, photos, regulations, etc.
Initiating Department (can be Multiple Departments):
Urban Renewal / Economic Development Division
Engineering Division
Potential Project Lead (Staff Name and Department):
 Sidaro (Sid) Sin, Urban Renewal/EcDev Manager, UR/EcDev Division
Mike McCarthy, City Engineer, Engineering Division
Potential Funding Source (can be Multiple Sources):
City of Tualatin Urban Renewal Fund
Matching funds from University of Oregon Federal Grant
Relevant Agency, City and/or Community Partners:
Clean Water Servies
Related Council or Agency Goals:
An environmentally active sustainable, responsible and
forward-thinking community that values and protects our natural resources, inhabitants and habitats.

SUSTAINABLE CITY YEAR PROGRAM AGREEMENT BETWEEN UNIVERSITY OF OREGON AND TUALATIN DEVELOPMENT COMMISSION MASTER AGREEMENT NO. 221000-02754

This Master Agreement ("Agreement") is between the Tualatin Development Commission, the urban renewal agency of the City of Tualatin ("Client"), and the University of Oregon ("University"), together, "the Parties."

RECITALS:

Client provides a variety of services, programs and infrastructure to meet the needs of Client area residents, businesses, and visitors. To better serve the community, Client proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.

Each year, the University selects a community in Oregon with which to develop an engagement through the Sustainable City Year Program ("SCYP") program of the University's Sustainable Cities Institute ("SCI"). Through collaboration with the selected community, SCI seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.

SCYP is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, law, and others. Focused on enhanced student learning through an examination of the real-world issues facing local government, SCYP is funded through a variety of grant resources and a match from the selected community.

For its 2025-2026 Academic Year, the University has selected Client for the SCYP Program.

Client expects to dedicate staff time and resources for SCYP projects from fund sources appropriated and identified in Client's 2025-2026 FY budgets for Client to support each project, pending Client budget approval.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Period of Performance

This Agreement is effective on September 29, 2025, and will terminate on September 30, 2026. This Agreement may be extended by mutual written agreement of the parties.

2. Task Orders

"Task Order" refers to the document which authorizes performance of specific classes, or other deliverables, each, "a Project", under this Agreement. A template Task Order is attached as **Exhibit A**. University will perform the services described in each Task Order that has been fully signed by authorized representatives of the parties.

Memoranda of Collaboration (MOC). An MOC will accompany each Task Order and will describe the specific deliverables to be performed for each Project and will include the following:

- **2.1.** A description of the purpose of each class or other deliverables;
- 2.2. Identified objectives and deliverables;
- **2.3.** A timeline and major milestones;
- 2.4. Cost per project, and
- **2.5.** Client and University Project-specific contact information.

3. Project Duties.

- **3.1.** Duties of Client. Client will develop up to 10 projects and collaborate with the University to create an MOC for each class-matched Project. Client will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Client may be asked to host in-person or remote University student field trips in an effort to establish context for each Project and if needed, provide meeting space for the University student field trips if permitted in accordance with local and/or state health regulations. Client will participate in mid-course reviews of University student progress, end of term final presentations, and year-end activities. Client will organize stakeholders or public engagement activities as necessary in support of each Project. Client may involve its public partners as well as private for profit and nonprofit entities in the SCYP subject to University approval.
- **3.2.** Duties of University. The University will, consistent with the MOC for each Project, prepare and provide final reports and University student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project will include a summary of the work done over the term as well as an executive summary (if applicable) that highlights lessons learned and key takeaways. University will provide and supervise University students familiar with the Projects to assist in the development of the final reports. The University will assist the Client with planning at least one in-person or remote event in Client city to kick off and/or to conclude the SCYP year to involve University faculty and students and Client officials and staff.
- 4. University Obligations. In addition to other obligations as set forth in this Agreement, the University will have the following obligations:
 - **4.1.** University will provide recommendations related to the development of livable communities and sustainable cities as specifically related to each MOC for each Project issued by Client and approved by University. The obligations defined and described in each individual MOC will thereinafter be referred to as "Work."
 - **4.2.** Client will not be responsible for providing the University with any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each MOC, except as otherwise expressly provided herein.

5. Client's Obligations. Client will pay University the agreed upon fixed fee for each project as set forth in this payment schedule, to be invoiced <u>at the end of Week four of each term, except as otherwise noted:</u>

5.1.

Fall Term (begins 9/29/25) – Total of project fees per all Fall term MOCs

Winter Term (begins 1/5/26) – Total of project fees per all Winter term MOCs

Spring Term (begins 3/30/26) – Total of project fees per all Spring term MOCs.

Total reimbursement paid by Client to the University for all the Projects under this Agreement will **not exceed \$80,000**.

5.2 Client will ensure that all payments of the invoiced amounts shall be made by the electronic transfer of funds or by check within 30 days of receipt of invoices from the University.

6. Invoice and Payment Addresses.

6.1. Invoice Address. University will submit invoices to:

Tualatin Development Commission c/o City of Tualatin, Accounts Payable 18880 SW Martinazzi Ave Tualatin, OR 97062-7092 Email: aahmad@tualatin.gov

6.2. Payment Address. Client will submit payments to:

University of Oregon c/o Cashiers P.O. Box 3237 University of Oregon Eugene, OR 97403-0327

7. Funds Available and Authorized.

Client certifies at the time of signing each Task Order that within Client's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that Task Order requires.

8. Termination.

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party's Business Contact. If Client terminates this Agreement, it will pay University for services rendered, work performed, non-cancellable obligations agreed to before the termination date by Client, and costs incurred up to the termination date in conformance with each Task Order.

9. Ownership of the Work Product.

9.1. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of University. University grants to Client a royalty-free, non-exclusive, non-commercial and

irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product.

- **9.2.** Client Work Product. All Work Product Client produces under this Agreement is the property of Client. Client grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.
- **9.3.** Joint Work Product. Client and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.
- 9.4. Infringement Indemnification. Subject to the limitations specified in Section 17 of this Agreement, to the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Client will fully indemnify and hold harmless University, its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against University its agents, officials or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by University's use of Client Work Product as provided under this Agreement. Client will promptly notify University in writing of any action, claim or demand which Client reasonably expects to result in an indemnifiable loss. To the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, University will fully indemnify and hold harmless Client, its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against Client its agents, officials, or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by Client's use of University Work Product as provided under this Agreement. University will promptly notify Client in writing of any action, claim or demand which University reasonably expects to result in an indemnifiable loss

10. Insurance.

University is self-insured under ORS Chapter 352.107, with adequate levels of excess liability insurance. Client maintains commercial liability, transportation, and auto liability insurance at adequate levels.

11. Notice and Contacts.

- **11.1.** Notices. Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- **11.2.** Effective Date. All notices that a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

11.3. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

University (Technical)

Sidaro Sin

Megan Banks

Urban Renewal/Economic Development Manager City of Tualatin 18880 SW Martinazzi Ave. Tualatin, OR 97062 (503) 691-3039 <u>ssin@tualatin.gov</u> Program Director Sustainable City Year Program 1209 University of Oregon Eugene, OR 97403-1209 (541) 346-6395 mbanks@uoregon.edu

Invoices and communications in regard to this Agreement will be sent to:

Client (Business)

Same as Technical Contact

University (Business)

Same as Technical Contact

12. Confidential Information.

- 12.1. Client Confidential Information. "Confidential Information" is any materials, written information, and data that the Client marks "Confidential" or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. University's obligations in this section do not apply to information in the public domain or that University independently knows or obtained. Client hereby acknowledges that any confidential information it discloses to University, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.
- **12.2.** University Confidential Information. "Confidential Information" is any materials, written information, and data that the University marks "Confidential" or non-written information and data that the University discloses and identifies at the time of disclosure to Client as confidential and later reduces to writing and transmits to Client within 30 days of their non-written disclosure. Client agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. Client's obligations in this section do not apply to information in the public domain or that Client independently knows or obtained. University hereby acknowledges that any confidential information it discloses to Client, or any duty of the Client to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.

13. Family Educational Rights and Privacy Act.

Client agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

14. Independent Contractors.

The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours, benefits, taxes, and workers' compensation, and conditions of employment of their respective personnel under this Agreement.

15. Choice of Law; Jurisdiction, Venue.

This Contract will be governed and construed in accordance with the laws of the State of Oregon

without regard to principles of conflicts of law. Any claim, action, or suit between University and Client will be brought and conducted solely and exclusively in the Circuit Court for Marion County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon.

16. Indemnity.

- **16.1.** University. To the fullest extent permitted by the laws of the State of Oregon, including the Oregon Tort Claims Act, ORS 30.260 et seq., University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees' or agents' acts or omissions under this Agreement.
- **16.2.** Client. To the fullest extent permitted by the laws of the jurisdiction in which Client's headquarters is located, including the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq., Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees' or agents' acts or omissions under this Agreement.
- **16.3.** Limitation of Liability. The parties agree that to the fullest extent permitted by law, neither party shall be liable to the other party for any special, indirect, or consequential damages whatsoever, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of profits or revenue.

17. Sovereignty.

Nothing in this Agreement is a waiver of Oregon's or Client's sovereign or governmental immunities.

18. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

19. Severability.

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows

20. No Third Party Beneficiaries.

University and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons

21. Compliance.

The parties agree to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

22. Non-Waiver.

If either party fails to enforce any provision of this Agreement, it does not constitute that party's waiver of that or any other term or provision of this Agreement.

23. Execution and Counterparts.

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

24. Entire Agreement; Modification.

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party. Executed Task Orders may only be amended in a writing signed by authorized representatives of each party.

CLIENT		UNIVERSITY OF OREGON		
Signature		Signature		
Sherilyn Lombos				
Name		Name		
Title	Date	Title	Date	
Tax ID No. 93-6002269		Tax ID No. 46-4727800		
Email: <u>slombos@tualatin.g</u>	OV			

Exhibit A–Template Task Order Cover Sheet MEMORANDUM OF COLLABORATION

University of Oregon – Tualatin Development Commission

Sustainable Cities Institute

Task Order No. _____

Pursuant to the MASTER AGREEMENT ("Agreement") between _____ ("Client") and University of Oregon ("University") effective _____, University will undertake this Task Order as follows:

- 1. University staff will provide the services described in Attachment 1, attached hereto and incorporated herein.
- 2. Period of Performance in conformance with the Agreement requirements and specific requirements of Attachment 1.
- 3. Fixed Fee: \$XX,XXX, payable per Section 6 of this Agreement.
- 4. <u>Funds Available and Authorized</u>. Client certifies at the time of signing this Task Order that within Client's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that this Task Order requires.
- 5. Additional Terms: none
- 6. All other Terms and Conditions of the Agreement apply.

Acknowledged and accepted:

UNIVERSITY OF OREGON

TUALATIN DEVELOPMENT COMMISSION

By:	By:
Name:	Name:
Title:	Title:
Date:	Date: Email: xxxx@tualatin.gov

	TUALATIN DEVELOPMENT COMMISSION Staff Report
TO:	Honorable Chairman and Members of the Commission

THROUGH:	Sherilyn Lombos, City Manager
FROM:	Don Hudson, Assistant City Manager/Finance Director
DATE:	June 23, 2025

SUBJECT:

Consideration of <u>Resolution No. 640-25</u> Adopting the Tualatin Development Commission Budget, and Making Appropriations, for the Fiscal Year Commencing July 1, 2025

RECOMMENDATION:

Staff recommends adoption of the attached resolution, which includes the Budget Committee Approved Fiscal Year 2025-2026 Budget, after conducting a public hearing to consider public input.

EXECUTIVE SUMMARY:

The City of Tualatin Budget Advisory Committee approved the proposed budget on May 28, 2025. The total of the Fiscal Year 2025-2026 Budget is \$6,823,965 and is allocated between the Tualatin Development Commission (TDC) Administration Fund, the Southwest Urban Renewal District (SWURD) Bond Fund and the Core Opportunity and Reinvestment Area (CORA) Bond Fund.

The TDC Administration Fund includes consultant dollars for visioning in CORA. Both SWURD and CORA are currently collecting tax increment and funds are being set aside in the General Account Reserve category to be used for future projects.

Oregon State law requires the Commission to adopt a budget prior to July 1, 2025.

OUTCOMES OF DECISION:

By adopting the budget before July 1st, the Commission will be able to operate, expend money and incur liabilities for fiscal year 2025-2026.

ATTACHMENTS:

- Resolution No. 640-25

RESOLUTION NO. 640-25

A RESOLUTION ADOPTING THE TUALATIN DEVELOPMENT COMMISSION'S BUDGET, AND MAKING APPROPRIATIONS, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025

BE IT RESOLVED BY THE TUALATIN DEVELOPMENT COMMISSION, THE RENEWAL AGENCY OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The Board of Commissioners of the Tualatin Development Commission hereby adopts the Budget approved by the Budget Committee for Fiscal Year 2025-2026 in the total sum of \$6,823,965 and is now on file at the City Offices.

Section 2. The amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated:

TUALATIN DEVELOPMENT COMMISSION ADMINISTRATION FUND

Personal Services Materials & Services Special Payments	\$ \$ \$	223,345 147,525 71,710				
Contingency	э \$	136,815				
Total TDC ADMINISTRATION FUND Appropriation			\$	579,395		
SOUTHWEST URBAN RENEWAL DISTRICT BOND FUND						
Transfers	\$	223,345				
Total SOUTHWEST URBAN RENEWAL DISTRICT BOND FUND Appropriation			\$	223,345		
General Account Reserve	\$	5,613,995				
Total SOUTHWEST URBAN RENEWAL DISTRICT BOND FUND			\$	5,837,340		
CORE OPPORTUNITY AND REINVESTMENT AREA BOND FUND						
General Account Reserve	\$	407,230				
Total CORE OPPORTUNITY AND REINVESTMENT AREA BOND FUND			\$	407,230		
TOTAL APPROPRIATED - ALL FUNDS			\$	802,740		
TOTAL GENERAL ACCOUNT RESERVES			\$	6,021,225		
TOTAL TUALATIN DEVELOPMENT COMMISSION BUDGET			\$	6,823,965		

Section 3. The Board of Commissioners of the Tualatin Development Commission hereby resolves to certify to the County Assessors of Washington and Clackamas Counties a request for the maximum amount of revenue that may be raised by dividing the taxes under Section 1c, Article IX, of the Oregon Constitution.

INTRODUCED AND ADOPTED this 23rd day of June, 2025.

TUALATIN DEVELOPMENT COMMISSION, the Urban Renewal Agency of the City of Tualatin

Chairman

Administrator

BY_____

APPROVED AS TO FORM:

ATTEST:

BY_____

City Attorney

BY_____

Resolution No. 640-25