

TUALATIN CITY COUNCIL MEETING

Monday, August 25, 2025

TUALATIN CITY SERVICES 10699 SW HERMAN ROAD TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, August 25. 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. 5:00 p.m. (45 min) 2025 State Legislative Session Recap and Federal Update. Thorn Run will provide an update on advocacy efforts at the State and Federal levels, including progress made towards the City's legislative priorities. In addition, Thorn Run will facilitate a brainstorm with the City Council for potential priority items for the 2026 legislative agendas.
- 2. 5:45 p.m. (30 min) Community Involvement Organizations (CIOs) Update. There are currently 31 volunteers across all seven CIOs, and each CIO has between four and six board members. Leaders from each group gather periodically throughout the year to report out and coordinate joint initiatives. This evening, representatives from that group will report on their current activities and priorities to the City Council.
- 3. 6:15 p.m. (15 min) Consideration of WCCLS Levy Support. Council will consider the request from Rob Drake representing People for Libraries for a resolution of support for the upcoming WCCLS levy.

4. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable. Council will review the agenda for the August 25 City Council meeting, hear a report from the City Manager, and brief the Council on issues of mutual interest

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

- 1. Proclamation Declaring September 17-23, 2025 as Constitution Week in the City of Tualatin
- 2. New Employee Introduction- Police K9 Drea

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 11, 2025
- 2. Consideration of Approval of a New Liquor License Application for RECS
- 3. Consideration of Approval of a New Liquor License Application for Glow Gifts + Candle Studio
- 4. Consideration of <u>Resolution No. 5902-25</u> Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for the Design Phase of the Martinazzi Sewer Trunk Upsizing Project
- 5. Consideration of <u>Resolution No. 5904-25</u> Authorizing Amendment 1 to the Contract with Otak for Design of the 65th / Borland / Sagert Improvements Project
- <u>6.</u> Consideration of <u>Resolution No. 5905-25</u> Awarding and Authorizing a Contract with McDonald & Wetle for Construction of the Tualatin Police Department Roof Replacement
- 7. Consideration of <u>Resolution No. 5906-25</u> Authorizing Staff to Submit to the Oregon Department of Land Conservation and Development an Application for the 2025 Housing

Planning Assistance Grant to Provide the City with Consultant Assistance for the City's Housing Capacity Analysis

Special Reports

1. Washington County Sheriff's Update

General Business

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

- Consideration of <u>Resolution No. 5907-25</u> Authorizing the City Manager to sign an Intergovernmental Agreement with the Tigard-Tualatin School District for the School Resource Officer Program
- 2. 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/citycouncil.

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

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



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Megan George, Deputy City Manager

DATE: August 25, 2025

SUBJECT:

2025 State Legislative Session Recap and Federal Update

EXECUTIVE SUMMARY:

In 2024, the City Council authorized the City Manager to execute a contract with Thorn Run Partners, LLC ("Thorn Run") to provide government affairs and lobbying services at the State and Federal levels. To focus their work, the City Council adopted legislative agendas on August 26, 2024 (State), and January 13, 2025 (Federal). Those agendas are attached to this staff report for reference.

Tonight, Thorn Run will provide an update on advocacy efforts at the State and Federal levels, including progress made towards the City's legislative priorities. In addition, Thorn Run will facilitate a brainstorm with the City Council for potential priority items for the 2026 legislative agendas. The draft agendas are tentatively scheduled to return for the City Council's consideration on November 24, 2025.

ATTACHMENTS:

- Presentation
- Attachment 2025 State Legislative Agenda
- Attachment 2025 Federal Legislative Agenda

2025 End of State Session Recap & Federal Update







Legislative Session Overview

- Budget Landscape
 - Economic Forecast
 - Federal Uncertainty
- Major Themes
 - Transportation Funding
 - Behavioral Health
 - Wildfire Funding
 - o K-12 Funding
- Major Legislation
 - SB 916 (unemployment benefits for striking workers)
 - HB 2321 (property tax reform)
 - o SB 179 (landowner immunity)



Special Session

> Timeline

- August 25: virtual public hearings
- August 29: House Floor vote
 - Depending on rules suspension, the Senate may not convene until September 1 for final debate and floor vote
- Funding & Policy Components
 - Gas tax increase of \$0.06, bringing Oregon's gas tax of \$0.40 to \$0.46
 - Title fee increase of \$139/vehicle, and registration fee increase of \$42/vehicle and a surcharge of \$30 for EVs
 - Revenue generated from fees go to the SHF and are distributed 50-30-20, where cities will see a 25-30% increase in their SHF distribution for local roads
 - Employee payroll tax increase of 0.1% to reach a total of .2%
 - Increased accountability and transparency measures for ODOT
 - o Road User Charge (RUC) required registration for electric and hybrid vehicles



Priority Projects

- Seismic Valving
 - Secured \$1.75 million in General Fund dollars through HB 5006
 - Legislative champion: Rep. Walters (D-West Linn) and Sen. Wagner (D-Lake Oswego)
 - Lobby day on Feb. 20
 - Tualatin delegation
 - Leadership
 - Co-Chairs on Capital Construction
 - Focus: critical infrastructure, emergency management, and resiliency



Looking Ahead

- Legislative Narrative for 2026
 - Tight budget cycle
 - Anticipated theme(s): Medicaid
- Legislative Timeline
 - September 2025: Interim Legislative days take place September 29-October 1.
 - November 2025: Interim Legislative days take place November 17-19. The deadline for requesting legislative bill drafts is November 21.
 - January 2026: Interim Legislative Days take place Jan 13-15. Draft bills are returned January 9 and must be filed with the clerk by January 16.
 - February 2026: The 2026 Short Session begins on February 2 and runs through March 9.





Federal Update

- Federal Appropriations
 - FY 2025: funding for the Police Station fell apart when Congress failed to effectively fund the government earlier this year
 - FY 2026: Rep. Salinas secured \$250,000 in a House bill for the 65th and Borland project.
 - Senators Wyden and Merkley both supported the project, but it was not funded in the Senate bill.
- TANC-UP Project
 - Remain hopeful that funding may still come through.
 - Admin just released formula funds to states for EV charging (the other half of the NEVI/CFI program which funds the City's project).





Federal Update

- City has advocated on a host of other important programs:
 - o CDBG
 - o Proposed for elimination by the Admin; House proposes \$3.3B; Senate \$3.1B.
 - Maintain Tax-Exempt Municipal Bonds
 - These were not altered by the budget reconciliation bill (aka the One Big Beautiful Bill Act) despite threats.
 - Railroad Crossing Elimination (RCE) Grant Program
 - Need to maintain program in next iteration of surface transportation authorization, necessary before next September.
 - City could apply for funding from the program in the future.





Federal Update

- Looming Concerns:
 - Potential for additional "pocket" recission packages that could impact programs important to the City.
 - Deemed illegal by the Government Accountability Office; White House Office of Management and Budget (OMB) disagrees.
 - Issue may have to be sorted out by the courts.
 - Continued impoundment of funding provided by Congress, yet not spent by the Administration
 - Significant changes to FEMA
 - Fewer federal disaster declarations
 - Less money for reimbursement
 - Potential for no future funding for hazard mitigation



2025 Legislative Agenda

State

Seismic Valving at Six Water Reservoirs - \$1.75 Million

The City seeks funding to retrofit all six of Tualatin's water reservoirs to include seismic valving. In the event of an earthquake, seismic valves capture the stored water and prevent it from leaking into the distribution system. Each retrofit is estimated to cost \$291,666. The City identified this project in the Water Master Plan, adopted in 2023.

Veteran's Plaza Shade Structure - \$250,000

The City seeks funding to install a shade structure at the new Veterans Plaza, located at the Lake of the Commons in Downtown Tualatin. Extensive community engagement led to the design of the new community-gathering place. Construction of the plaza began in spring of 2024 and is expected to be complete in fall of 2024. Due to inflation, a planned shade structure was removed from the project. If funding is secured, the shade structure could be installed at any time.

Electric Vehicle Chargers – \$4.7 Million

The City seeks funding to install 119 charging ports for electric vehicles on public property. Tualatin currently has limited charging infrastructure with only eight publicly accessible locations, clustered in the NE part of the community. The City's Climate Action Plan identified that passenger vehicles are responsible for 74% of all local transportation emissions and indicated that widespread EV adoption was necessary to achieve the emissions reduction goal of net zero by 2050. Each charger is estimated to cost \$39,000.



2025 Legislative Agenda

Federal

65th/Borland/Sagert Transportation Improvements Project - \$3 Million

The City seeks funding to implement transportation improvements to the intersections of SW 65th Avenue with SW Borland Road and SW Sagert Street to improve traffic flow, and pedestrian and cyclist safety. These roads are important links in Tualatin's transportation system, serving as major and minor arterials. Legacy Meridian Hospital, Atfalati Park, and several multifamily housing complexes border the project area. Improvements include a new northbound right turn lane at SW Borland Road.

Increase Funding for Community Development Block Grant (CDBG) Program Tualatin relies on CDBG funds to financially support community-based projects that would otherwise not be feasible. In the recent past, Tualatin received public facilities funds for repairs and updates to the Juanita Pohl Center (Tualatin's well-loved and only senior center), as well as infrastructure funds to replace sidewalks and construct ADA compliant curb ramps in low-income neighborhoods. Funding of the CDBG Program has not kept up with population growth in Washington County or with inflation, resulting in a significant decrease in funding per capita. The City's funding comes as a sub-award from Washington County, who received \$1,987,614 in Fiscal Year 2024 when the CDBG Program was funded at \$3.3 billion nationwide.

Continue Funding for Community Fueling Infrastructure (CFI) Program
In August 2024, the U.S. Department of Transportation announced that Tualatin would receive \$15 million in funding to bring publicly accessible EV charging infrastructure to approximately 125 unique sites across 17 different cities in the region. By bringing charging infrastructure to low and moderate-income residents, we help to avoid a regional "charging divide" that prevents historically underserved communities from accessing EVs. This investment would not be possible without the CFI Program. The CFI Program was created by Congress as part of the Bipartisan Infrastructure Law (BIL), which will expire absent reauthorization in September 2026, during the next Congress.

Continue Funding for Railroad Crossing Elimination (RCE) Program

In Tualatin, an at-grade railroad crossing at Tualatin-Sherwood Road and Boones Ferry Road causes significant traffic flow issues and pedestrian and cyclist safety concerns. Further analysis and planning is needed to determine what changes are possible to improve these issues. The City plans to apply for RCE Program funding in future. Like the CFI Program, the RCE Program was



also created by the BIL, so its authority will expire in September 2026 unless extended by Congress, a debate on which should begin in early to mid-2025.

Protect Local Government's Ability to Offer Tax Exempt Municipal Bonds With limited revenue sources available, Tualatin has relied on voter-approved general obligation bonds to finance projects. In 2018, voters passed a \$20 million bond to fund transportation projects to improve neighborhood safety, access to parks and schools, and relieve congestion. In just five years, 36 projects were completed. In 2022, voters passed a \$25 million bond to finance parks and trails projects. Already, funds have been used to replace playground equipment, construct a Veterans Plaza, and acquire property for a future park. The authority for local governments to issue tax-exempt bonds may be threatened during consideration of a new tax bill by Congress in 2025. During the 2017 tax bill debate, local governments faced threats to tax-exempt bonding authority, but only lost the option to advance refund bonds. However, given the nuances of tax bill debates, Congress will seek pay-for's to finance portions of their proposed tax cuts, thereby again threatening tax-exempt bond authority, which would be detrimental to Tualatin.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Megan George, Deputy City Manager

DATE: August 25, 2025

SUBJECT:

Community Involvement Organizations (CIOs) Update

EXECUTIVE SUMMARY:

The Community Involvement Organization Program was established in 2011 and includes six residential groups (Byrom, East, Ibach, Martinazzi Woods, Midwest, and Riverpark) and one dedicated to businesses (Commercial). Each CIO is governed by an elected board of directors and set of bylaws.

There are currently 31 volunteers across all seven CIOs, and each CIO has between four and six board members. Leaders from each group gather periodically throughout the year to report out and coordinate joint initiatives. This evening, representatives from that group will report on their current activities and priorities to the City Council.

The City Council identified neighborhood engagement as one of their 2025 priorities. Action 1.5 states, "Continue to support and listen to the CIOs, including hosting an annual meeting with the CIOs." Action 1.6 states, "Relook at the CIO boundaries and revise as appropriate."

The CIOs last presented to the City Council on August 26, 2024, and made four requests to the City Council. Those requests, including the follow-up are described below.

1. Increase grant limit from \$1,500 to \$2,500 per CIO.

The 2025/2026 Adopted Budget includes a total of \$17,500 for the CIO Grant Program, which provides up to \$2,500 per CIO.

2. Review CIO boundary map due to City growth.

The CIOs discussed updates to the map on June 10, 2024, and August 7, 2024. The current preferred update would expand the Byrom CIO's borders south to include Autumn Sunrise and Plambeck Gardens and expand the Martinazzi Woods CIO's borders north to include housing in the downtown and Bridgeport Village areas. The Byrom and Martinazzi Woods CIOs are meeting as boards to review the options.

3. Review how to increase impact of CIO and neighborhood communication to developers.

The City Council reviewed land use notification rules and opportunities for enhancement on March 24, 2025. The CIOs received a link to the meeting recording.

4. Schedule an annual CIO meeting with members of the City Council.

The meeting has been added to the planning calendar annually in August.

ATTACHMENTS:

- Presentation

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CIO Presidents Update on Community Involvement Organizations (CIOs)

City Council Work Session
Catherine Holland, Tim Neary, Tammy Palumbo, & Patricia Parsons

August 25, 2025 - 5:45 pm

Who we are!

- Volunteer-powered organizations providing targeted support on behalf of residents and businesses.
- Care about community safety, livability & equity.
- Active since 2011, a grassroots efforts started by Tualatin residents to improve and to build community.
- Staff support provided by Megan George and financial support by the City of Tualatin.
- Governed by 7 separate boards with members elected by CIO members.

Activities Depend on Neighborhood Needs

- All 7 CIOs scheduled Annual/Neighborhood meetings in 2024/25
- City provided staff support and advertising for annual meetings and for the website <u>tualatincio.org</u>
- Four CIOs held Community Fairs/Social Events in their neighborhood parks
- Three CIOs are meeting regularly with developers regarding major potential projects in their neighborhoods

CIO Meetings & Events

- October 10, 2024 MartinazziWoods Annual Meeting
- November 19, 2024 Riverpark Annual Meeting
- December 7, 2024 Byrom
 Watch Party for Tualatin Light
 Parades
- April 10, 2025 Byrom Neighborhood Meeting
- April 17, 2025 Midwest Neighborhood Meeting
- April 22, 2025 Ibach Neighborhood Meeting

- May 3, 2025 East Neighborhood Meeting
- May 17,2025 Riverpark Neighborhood Fair
- May 31, 2025 Martinazzi Woods Neighborhood Fair
- August 5, 2025 Midwest Ice Cream Social on NNO
- September 25, 2025 -Commercial Annual Meeting
- October 9, 2025 Martinazzi Woods Annual Meeting
- November 13, 2025 Midwest Annual Meeting



CIO Neighborhood Event









CIO Engagement and Involvement with Developers

- Ibach CIO Dez Development at 103rd & Ibach
- Riverpark CIO Lam Research Corporation Expansion 11355 SW Leveton Dr
- Riverpark CIO Save Tualatin Road & Stop Light on 115th
- Byrom CIO Basalt Creek Living Development
- Byrom CIO Save the Trees on Norwood

On August 26, 2024 CIO Discussion Items Presented at City Council

- Increase grant limit from \$1500 to \$2500 per CIO
- Provide funds for event insurance
- Review CIO boundary map due to City growth
- Review reasons to incorporate as 7 Oregon non profits
- Review how to increase impact of CIO & neighborhood communication to developers

Discussion Items Status

- Increase grant limit from \$1500 to \$2500 per CIO
 - Approved thank you!
- Provide funds for event insurance
 - Approved thank you!
- Review CIO boundary map due to City growth
 - Underway

Discussion Items Status (Continued)

- Review reasons to incorporate as 7 Oregon non profits
 - 4 decided no; 3 still considering
- Review how to increase impact of CIO & neighborhood communication to developers
 - Active

Boundary Discussion Ongoing

Since August 2024, CIOs received 2 staff presentation by Megan George, last one on August 7

- 3 options
- Provided projected household count by CIO
- Leaders requested a 4th option
- Discussions are now underway at CIO Boards

Process for Updating the Map

- Analyze current boundaries
- 2. City staff create map alternatives
- 3. CIO Leadership reviews and provides feedback
- 4. City staff revise preferred option(s)
- 5. CIO Leadership outreach to neighborhoods
- 6. City staff revise preferred option(s)
- 7. CIO Leadership selects preferred option
- 8. Individual CIOs vote to recommend new map
- 9. City Council adoption



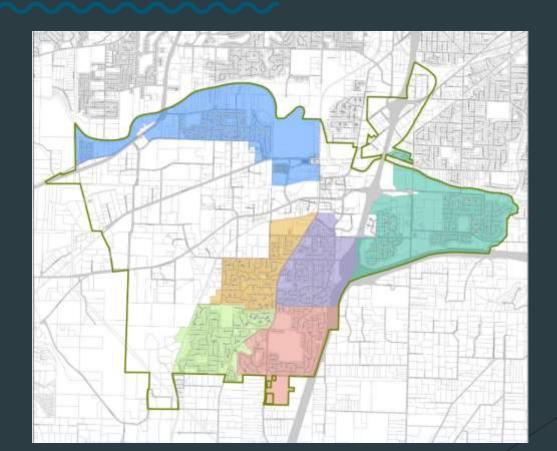
Current

CIO	Total Households		
Byrom	1,077		
East	3,044		
Ibach	1,091		
Martinazzi Woods	1,642		
Midwest	1,373		
Riverpark	2,933		

^{*}Numbers have been revised slightly from June 10, 2025, meeting



Current





Three Options

Option 1

 Byrom CIO expanded to include new housing development south of Norwood Rd.

Option 2

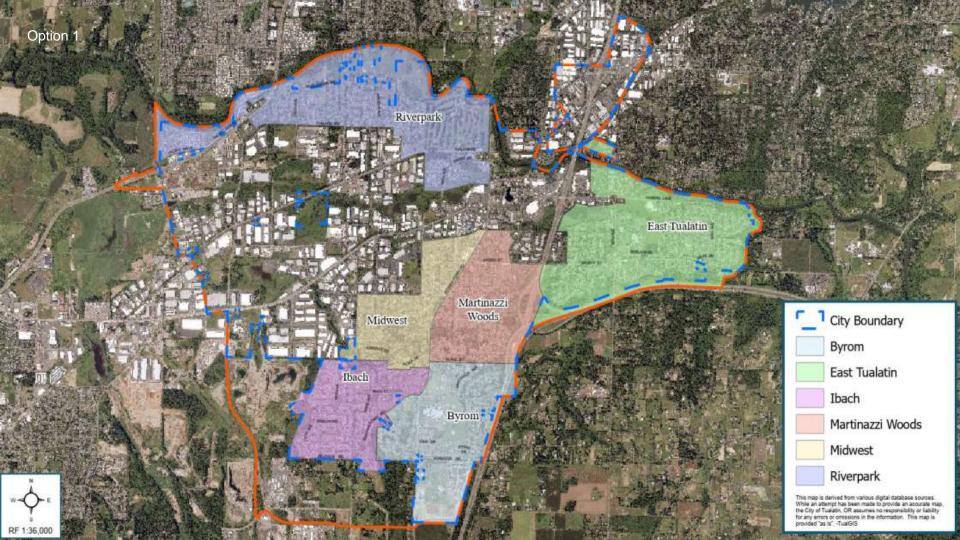
- Byrom CIO expanded to include new housing development south of Norwood Rd.
- Housing in Downtown and Bridgeport area added to nearest CIOs (Riverpark and East)

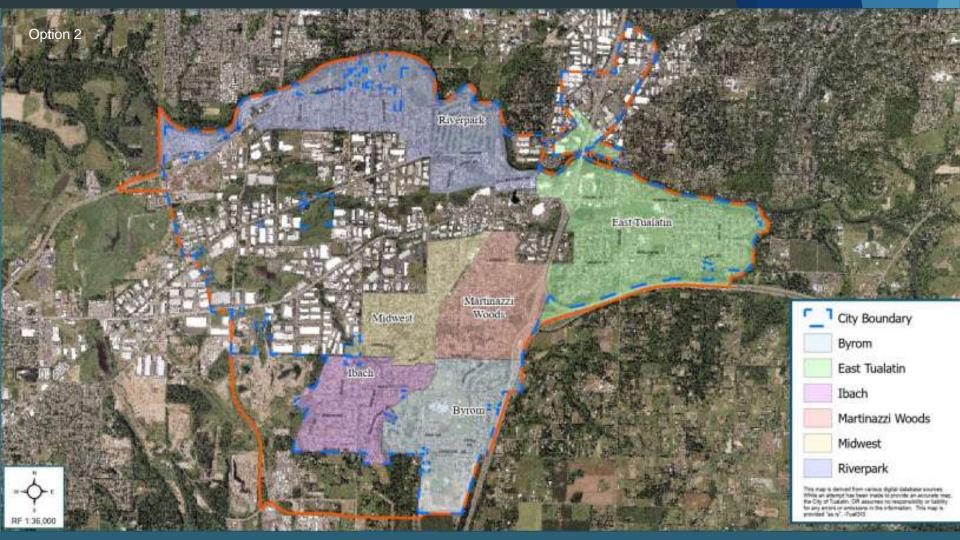
Option 3

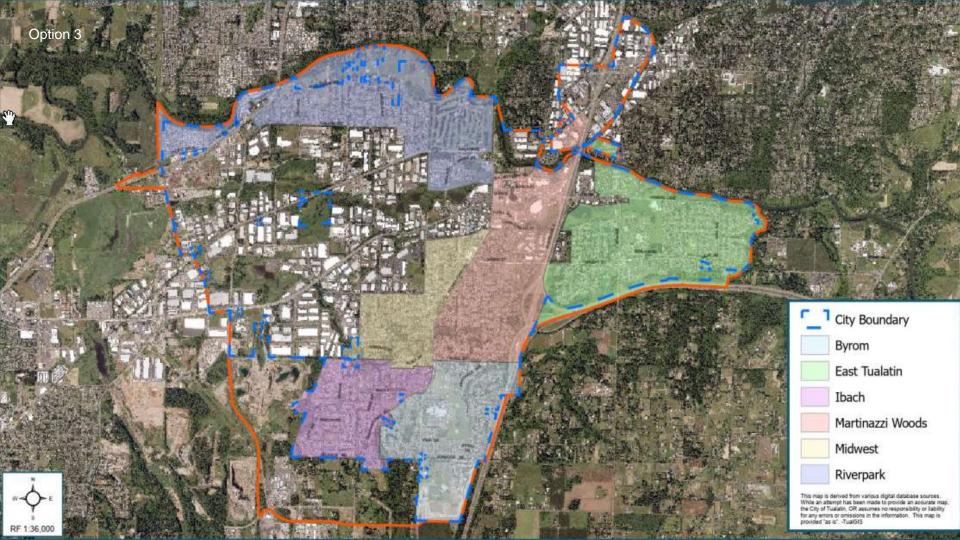
- Byrom CIO expanded to include new housing development south of Norwood Rd.
- Housing in Downtown and Bridgeport area added to Martinazzi Woods CIO.



^{*}None of these options include all housing units in Tualatin.







Options 1 - 3

CIO	Total Households	Option 1	Option 2	Option 3
Byrom	1,077	1,492	1,492	1,492
East	3,044	3,044	3,271	3,044
lbach	1,091	1,091	1,091	1,091
Martinazzi Woods	1,642	1,642	1,642	1,999
Midwest	1,373	1,373	1,373	1,373
Riverpark	2,933	2,933	3,028	2,933



Option 4

- Consider a 7th residential CIO Tualatin Central
- Include missing multi-family units from downtown and on Lower Boones Ferry
- To further balance the household count, include adjourning multi-family units on SW Sweek, Lake Grove, & Nyberg Lane

Thank You!

RESOLUTION #

A RESOLUTION OF THE CITY OF	SUPPORTING THE
REPLACEMENT OF THE WASHINGTON	N COUNTY COOPERATIVE LIBRARY
SERVICES (WCCLS) LOCAL OPTION	LEVY, BALLOT MEASURE 34-345

FINDINGS: The Washington County Cooperative Library Services (WCCLS) was created in May 1976 to serve all the residents of Washington County and its cities. The current local option levy will expire in June 2026, funding that provides approximately 45% of the WCCLS library revenue to city and community libraries. Cities benefit immensely from this cooperative arrangement and the funding this levy provides.

Regardless of where you live in the county, anyone can have full access to the books, services and special reading programs for children and adults provided by every public library.

WHEREAS, all residents of the cities and county benefit from this service by having access to books, eBooks, and multiple special programs for youth and adults; and

WHEREAS, libraries serve as safe and positive community gathering points for everyone; and

WHEREAS, the Mayor and City Council want to express their support of Ballot Measure 34-345 and call upon voters in the cities and county to do the same.

· ·	REFORE, BE IT RESOLVED BY TH AS FOLLOWS:	E CITY OF	CITY
Section 1.	The Mayor and City Council support Washington County Cooperative Libr Ballot Measure 34-345 on the Novem	ary Services Local	
Section 2.	The Resolution shall be effective upon	n its approval and a	doption.
	INTRODUCED AND APPROVED	by the	City Council at their
	regular meeting this day of	, 2025.	
		City of	, Oregon
		By:	
			, Mayor
		By:	

, City Recorder



WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eight anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that Tualatin recognizes the week of September 17 through 23 as

Constitution Week

We encourage community members to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

INTRODUCED AND ADOPTED this 25th day of August, 2025.

CITY OF TUALATIN, OREGON
BY Mayor
ATTEST:
BY City Recorder



Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: August 25, 2025

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of August 11, 2025

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- -City Council Work Session Meeting Minutes of August 11, 2025
- -City Council Regular Meeting Minutes of August 11, 2025



TUALATIN CITY COUNCIL

OFFICIAL WORK SESSION MEETING MINUTES FOR AUGUST 11, 2025

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

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

1. Safe Parking Programs in Washington County

Homeless Services Liaison Megan Cohen presented an overview of the Safe Parking Program. She shared about homelessness in Tualatin, noting that contributing factors include rent increases, evictions without adequate resources, limited local services to offset costs, and federal and state policy changes that have destabilized households relying on Social Security Income (SSI). She stated the 2025 Washington County Point-in-Time Count showed that for every ten families housed, fifteen are becoming unhoused.

Liaison Cohen explained that the Safe Parking Program would provide three dedicated parking spaces for households living in their vehicles at a designated site. She stated all guests would be background-checked for histories of sexual or violent crimes and required to work with a case manager toward stable housing. Guests must also follow a code of conduct, including prohibitions on drug and alcohol use. Liaison Cohen stated the site would include a bathroom, hand-washing station, trash disposal, and storage. The program's estimated cost is approximately \$100,000 for five sites, including \$50,000 for case management and \$10,000 per site for infrastructure.

Liaison Cohen stated that cities typically act as funding sources for these programs, while nonprofit partners operate the sites. She shared examples from other cities including Beaverton where they have operated five host sites since 2019, providing 15 spaces that have served 65 individuals in the last year, with 85% transitioning into housing. Liaison Cohen stated that host sites often build relationships with guests and that neighborhoods have reported reduced impacts from unsheltered homelessness. She shared that Tigard has two host sites serving twelve households, and similar programs are in place in Wilsonville and Redmond.

Councilor Brooks asked how much a program is for case management costs. Liaison Cohen stated that a typical case load of 20 participants costs approximately \$60,000.

Councilor Brooks asked about the cost of an eviction prevention program. Liaison Cohen stated the average prevention cost is about \$4,000 per family. Councilor Brooks stated that she would like more detailed information on how services can be coordinated to better complement each other.

Council President Pratt asked for more detail on the types of services families receive from the program. Liaison Cohen stated that families are connected to services based on their specific needs, with examples including applying for SSI benefits, job searching, and accessing affordable housing programs.

Councilor Hillier asked if local partners have stepped up to help provide these services. Liaison Cohen stated that Just Compassion has expressed interest in assisting, along with other local churches.

Councilor Hillier asked who would be responsible for enforcement at the sites. Liaison Cohen stated that case managers are responsible for enforcement.

Councilor Hillier asked about community outreach around site selection. Liaison Cohen stated that staff work with the community to ensure spaces are prioritized for local residents. She added that community forums are held near potential sites to share information and review the program and good neighbor guidelines.

Councilor Sacco asked who is being served in nearby cities, such as Tigard, and whether they are primarily local residents. Liaison Cohen stated that the majority served in Tigard are Tigard residents and that residency is prioritized during the selection process.

Councilor Sacco asked about the eviction prevention program. Liaison Cohen responded that most participants in the Safe Parking Program could have benefited from eviction prevention earlier but noted that those interventions can be costly in the long term.

2. Duck-keeping in Residential Areas

City Attorney Kevin McConnell presented information on duck keeping in low-density residential areas. He stated that the request was initially brought forward by a resident at the last Council meeting, and staff were returning to gauge Council's interest in the subject.

Councilor Brooks stated she would like more information on the topic and the decisions made prior, noting its potential relevance for residents seeking duck eggs as a food source.

Councilor Sacco stated surrounding cities allow flightless ducks and stated she did not see a strong reason why they were originally excluded. Community Development Director Aquilla Hurd-Ravich explained that when the code was revised in 2013, there had been slightly more support than opposition for including only chickens, which was considered a cleaner approach.

Mayor Bubenik provided historical context, noting that when chickens were considered, issues such as noise, setbacks, and their use solely as a food source rather than as pets were factors in the decision. He expressed concern that reopening the code to allow ducks could generate significant opposition.

Councilor Brooks asked whether there had been any complaints since the 2013 code change. Director Hurd-Ravich replied she would need to research the complaint history.

Councilor Brooks asked if the change could be considered an amendment rather than a full rewrite by substituting "chickens" with "domestic fowl." Director Hurd-Ravich responded that this would still be considered a code amendment, requiring a full process with public notice, Planning Commission hearings, and Council hearings. She estimated the timeline without additional outreach would be approximately three months.

Councilor Gonzalez expressed support for the amendment, stating that it would clarify the code while maintaining current processes.

Councilor Reyes raised concerns about allocating staff time to the change, questioning whether it addressed a real community need.

Councilor Hillier asked what due process would be available for a resident cited under the current code. Attorney McConnell stated the resident could contest a citation in the Tualatin Municipal Court.

Councilor Sacco emphasized her belief that flightless ducks were not fully considered during the 2013 discussions and asked about the nature of the recent complaint. Attorney McConnell explained that the complaint described a "strange animal" in a backyard.

Councilor Brooks stated that allowing ducks could help address food insecurity.

Council President Pratt noted that surrounding cities use the term "domestic fowl" in their codes and expressed support for adopting similar language.

Mayor Bubenik stated his opposition to reopening the code, reiterating his lack of interest in pursuing the change.

Councilor Reyes also opposed amending the code, noting that the request stemmed from only one resident.

Council reached consensus to move forward with exploring a code amendment.

City Manager Sherilyn Lombos asked for clarification on whether Council wished to limit the amendment to domestic fowl or expand the discussion to other animals, and what level of public engagement they envisioned.

Councilor Brooks stated she supported focusing only on domestic fowl.

Council President Pratt asked about engagement requirements. Director Hurd-Ravich confirmed that newspaper notices, Planning Commission hearings, and notifications to CIOs would be required.

Councilor Sacco stated the discussion should remain limited to flightless ducks.

Councilor Hillier supported advancing the amendment through the community process in a streamlined way.

3. Council Meeting Agenda Review, Communications & Roundtable.

Councilor Gonzalez asked to have the Tualatin Fee Schedule removed from the consent agenda.

City Manager Lombos presented the Manager's Report. She provided updates across City departments. She shared that the annual water quality report was distributed, the Library will close September 2–5 for a lighting project and will feature a meteorite replica on display, and the new meal program at the Juanita Pohl Center has already served 274 meals in its first eight days. She noted the street tree inventory and summer camps are underway, the Police Department has welcomed a new certified detection K9, and the City received a Homeland Security grant to install a badge access system at the Tualatin City Services facility.

Mayor Bubenik adjourned the meeting at 6:53 p.m.
Sherilyn Lombos, City Manager
/ Nicole Morris, Recording Secretary

_____/ Frank Bubenik, Mayor

Adjournment



TUALATIN CITY COUNCIL

OFFICIAL MEETING MINUTES FOR AUGUST 11, 2025

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

Call to Order

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

Pledge of Allegiance

Announcements

- New Employee Introductions- Water Division Staff Levi Weldon and Mason Williams
 Water Division Manager Terrance Leahy introduced new Water Division members Levi Weldon and Mason Williams.
- New Employee Introductions- Police Officers Chase Charbonneau and Matthew Vorberg
 Police Chief Greg Pickering introduced Police Officers Chase Charbonneau and Matthew Vorberg.

Public Comment

Danny O'Neal expressed concern with the removal of trees in Tualatin. He specifically spoke to the potential removal of trees along Norwood Road, urging the City to reconsider design elements that threaten established trees.

Julie Heironimus, Byrom CIO Vice-President, stated support for the applicant's plan that preserves the most trees.

Em Roberts, a consulting arborist for the Norwood Road project, explained the ecological value of the existing tree canopy and spoke in support of maintaining it.

Brent Boebe spoke in support of the applicant's plan to retain trees along Norwood Road.

Rob Hula expressed agreement with the previous speaker and urged the City to prioritize tree preservation.

Dann Cobb stated he does not believe the proposed 12-foot sidewalk by City staff is necessary. He expressed concern that construction would severely impact tree root systems and damage the surrounding ecosystem. He urged that the trees remain in place.

Carly Cais asked the Council to revisit its development standards to better preserve mature trees in Tualatin.

Tim Neary, Byrom CIO President, requested that the City present a clear and concrete plan for how trees along Norwood Road will be preserved.

Dave Tulley stated he does not want to see the trees removed on Norwood Road and voiced support for the applicant's design that retains the tree canopy.

Ken Allen submitted a memo from the project arborist and stated his plan prioritizes protection of both the land and the community's quality of life. He affirmed his support for tree preservation.

Mary Lynn Westinhaber spoke in support of saving the trees along Norwood Road.

Carol Robinson spoke in support of keeping the trees.

Bryan Beckstead voiced support for preserving trees along Norwood Road.

Kevin Mulvaney thanked the Council for its prior discussion on allowing flightless ducks in residential backyards. He stated that making this change would support Tualatin's growth and reflect the needs of residents.

Rob Drake, Chair of People for Libraries, spoke in support of the upcoming library levy. He requested the Council adopt a resolution endorsing the levy.

Dann Cobb spoke in opposition to allowing ducks in the City, stating that the change would be unnecessary and problematic.

Mayor Bubenik addressed the comments related to the Norwood Plan. He called Community Development Director Aquilla Hurd-Ravich and City Engineer Mike McCarthy forward to provide an update. Director Hurd-Ravich stated the City is working with the applicant to meet conditions of approval while preserving trees and that the City is awaiting an updated plan. Engineer McCarthy reiterated the City's commitment to tree preservation and stated that staff will continue to work with the applicant to achieve this outcome.

Consent Agenda

Councilor Gonzalez requested item six related to the Tualatin fee schedule be removed from the consent agenda.

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

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

MOTION PASSED

- 1. Consideration of Approval of the Work Session and Regular Meeting Minutes of July 14, 2025
- 2. Consideration of <u>Resolution No 5898-25</u> Awarding a Contract for the Construction of the Nyberg Creek Trail to Nutter Corp

- 3. Consideration of <u>Resolution No. 5899-25</u> Authorizing the Second Amendment to the Agreement Between the City of Tualatin and Randall and Karen Alvstad for Management and Operations of Basalt Creek Parkland
- 4. Consideration of <u>Resolution No. 5900-25</u> Authorizing the First Amendment to the Agreement Between the City of Tualatin and Marguerite Robb for Management and Operations of River Front Parkland
- 5. Consideration of <u>Resolution No 5901-25</u> Authorizing the First Amendment to the Agreement Between the City of Tualatin and Dan Cash and Marsha Riley for Management and Operations of River Front Parkland

Special Reports

1. Washington County Levies Presentation

Washington County Sheriff Caprice Massey and District Attorney Kevin Barton presented information on the proposed local option levy for public safety. Attorney Barton explained that the levy would cost property owners \$0.66 per \$1,000 of assessed property value and would authorize collection of property taxes for a five-year period beginning in 2026. He stated the levy is projected to raise \$337 million over that period. He shared a chart showing how public services are funded, noting that 16% of resources come from the local option levy, which supports prosecution, countywide law enforcement, jail and community corrections, probation and parole, juvenile services, and domestic violence services.

Sheriff Massey stated the levy would provide resources for investigating and prosecuting crimes such as theft, car theft, break-ins, and graffiti; enhance prosecution of child abuse and child pornography cases; expand victim assistance and emergency response programs; provide funding for the Washington County Jail to incarcerate individuals in court-ordered custody; and fund mental health response teams that provide immediate crisis intervention and connect people to care.

Attorney Barton addressed the impact on homeowners, noting that the average household would see an increase of approximately \$150 annually in property taxes. He emphasized that failure to pass the levy would result in critical cuts to public safety services and infrastructure.

Washington County Commissioner Jason Snyder spoke in support of the levy and requested the Council's endorsement.

Councilor Reyes asked why reports of child abuse have increased so significantly. Sheriff Massey stated that people are reporting more frequently than ever before as they have greater access to services and professionals who can assist them.

Council President Pratt addressed Commissioner Snyder regarding the county's budget cuts and asked how they intend to close gaps moving forward without needing to return to voters for additional funding. Commissioner Snyder responded that strengthening the county's existing financial resources will help sustain critical services and work toward overall fiscal stability.

Councilor Hillier asked about Adverse Childhood Experiences (ACEs) and the long-term impacts on families. She encouraged the county to consider greater investments in substance abuse

prevention and upstream primary prevention programs, stating she would like to see a more holistic approach that supports sustainability and better community outcomes. Attorney Barton agreed that prevention is an important component of public safety and stated that the levy is focused on maintaining essential baseline services.

Councilor Brooks expressed concern about the impacts of potential service reductions on Tualatin residents and asked how the levy would ensure equity in service delivery across all communities. Attorney Barton stated the levy funding would support countywide services and ensure that resources remain available in all jurisdictions. Commissioner Snyder reiterated that without the levy, cuts would be felt broadly, impacting every city in Washington County.

Councilor Reyes retu stated that residents will need clear information about how levy funds are spent to feel confident in supporting the measure.

Mayor Bubenik expressed concern with the county's overall budget and fiscal condition, noting the importance of ensuring long-term financial planning in addition to seeking voter approval for new revenues.

Washington County Library Services Manager Lisa Tattersall and Washington County Commissioner Pam Treece presented information on the upcoming local option levy for library services. Manager Tattersall explained that public library services are provided through a partnership between the County and nine cities, with 16 full-service locations operating across Washington County. She stated that approximately 40% of funding comes from the levy, with the remainder transferred from the County's general fund. Manager Tattersall stated that if passed, the levy would authorize a property tax rate of \$0.37 per \$1,000 of assessed value, beginning in 2026. She shared that the levy would fund reading and learning support for children and teens, central services that link libraries together, open hours and access to books and materials, and early literacy and reading events for children. She emphasized that if the levy fails, reductions to hours, staffing, and materials would be necessary across the County's libraries.

Commissioner Treece stated the levy is essential to maintaining equitable access to library services throughout Washington County. She noted that the measure reflects the community's priorities for education and literacy and urged the Council to support the levy.

Councilor Brooks asked how the levy supports community needs beyond traditional library services. Commissioner Treece stated the library system serves as a safety net for the community, providing essential services and resources. She shared that the library is an important part of the county's support system and a vital piece of the community.

Council President Pratt asked what the levy increase would be. Manager Tattersall responded that it would rise from \$0.22 to \$0.37 per \$1,000 of assessed value.

Council President Pratt asked why funds that were promised in past levy cycles had not been sustained. Commissioner Treece responded that escalating costs and broader community needs have outpaced prior projections, creating gaps that those levies were intended to address.

Council President Pratt asked about the potential for reduced service hours and the removal of autonomy in book selection, questioning how the levy could be advocated when residents may perceive fewer services. Commissioner Treece stated the levy would stabilize core services. Manager Tattersall added that staff are working with all library directors on the transition to more

centralized services. She stated that every library, including Tualatin's, would receive additional revenue if the measure passes.

Councilor Reyes asked what primary issues the libraries are facing. Commissioner Treece stated that increasing costs are the greatest challenge. Manager Tattersall noted that the complexity of community needs has also grown significantly.

Councilor Gonzalez asked what the average assessed value for a home in Tualatin is, expressing concern that the "average" presented did not reflect local realities. He also asked what safeguards exist to ensure levy funds are not diverted to other purposes. Commissioner Treece responded that the levy funds can only be spent as authorized by the ballot title.

Councilor Sacco expressed concern about equity in library access and asked for more information on how the levy would address disparities across the county system.

Councilor Brooks reiterated that library services provide essential community benefits, particularly for vulnerable populations.

Mayor Bubenik expressed concern about Washington County's broader fiscal condition and questioned whether the levy would provide a sustainable solution for long-term library funding.

Public Hearings - <u>Legislative or Other</u>

 Consideration of <u>Ordinance No. 1451-25</u> Adopting the 2045 Transportation System Plan and Related Amendments to the Tualatin Comprehensive Plan and Development Code. File Nos: PTA 25-0001 and PMA 25-0001

Mayor Bubenik opened the hearing.

Senior Planner Erin Engman and City Engineer Mike McCarthy presented the 2045 Transportation System Plan (TSP). Planner Engman shared the introductory statement from the plan, which describes Tualatin in 2045 as having a modern, inclusive transportation system designed to make life easier and more enjoyable for everyone. She stated the TSP is intended to create a walkable, healthy, and sustainable city, ensuring that as Tualatin grows, transportation options remain accessible, safe, and connected for all users. Planner Engman stated that the TSP is a long-range planning document required by the State of Oregon that brings people and partners together to plan for future needs. She noted the City's last TSP was adopted in 2012.

Mayor Bubenik recognized the Community Advisory Committee (CAC), which included 13 community members and two Councilors, and presented members with a certificate of appreciation.

Planner Engman stated the TSP serves as the local transportation framework for the Comprehensive Plan. She stated once adopted, capital projects can be considered for funding. Planner Engman shared the process for developing the project list, which involved community engagement, technical analysis, and prioritization based on criteria such as safety, equity, and cost-effectiveness. She noted that the constrained project list was developed by identifying projects most likely to be funded within the plan period. A total of 113 projects were identified. Planner Engman emphasized that inclusion on the list does not guarantee that a project will be built,

funded, constructed in a specific order, or built at all, but it provides a pathway for future consideration.

Planner Engman also outlined proposed supporting amendments in the Comprehensive Plan and the Tualatin Development Code. Engineer McCarthy added that staff notes and technical recommendations are included in the draft plan for Council review.

Mayor Bubenik asked for clarification on the differences between arterials, collectors, and local access streets. Engineer McCarthy explained that arterials are the highest-level classification of city streets, designed to connect major roads and carry high volumes of traffic with a focus on mobility. Collectors emphasize moving traffic but allow for more access to adjacent properties. Local access streets provide direct property access and carry lower volumes of traffic.

Engineer McCarthy also spoke about street standards, noting how roadway classifications affect design and development requirements. Planner Engman stated that the proposed TSP complies with state and regional requirements. She noted that detailed findings included in Exhibit 4 demonstrate compliance with applicable criteria.

Planner Engman addressed public comments received, highlighting concerns related to maintaining local vehicular access in the Basalt Creek area. Engineer McCarthy stated that the City had been asked to remove the Tualatin Road/115th Avenue intersection project from the constrained list. He confirmed that the project had been moved to the unconstrained list.

Engineer McCarthy stated that next steps include preparing a project implementation plan.

Planner Engman presented the Planning Commission's unanimous recommendation in support of adoption.

PUBLIC COMMENT

Nancy Kraushaar stated that the project list is well-rounded across all modes of transportation. She raised concerns about a proposed grade separation, explaining that while grade separation may smooth traffic flow, it could create a barrier within the local community. She expressed support for leaving the project in the plan for now.

Justin Lindley stated that he shared the same concerns.

COUNCIL QUESTIONS AND DISCUSSION

Councilor Brooks asked whether a proposed signal would be located in a residential or industrial area. Planner Engman clarified that the signal location is within an industrial zoned area.

Council President Pratt noted that signal improvements are critical to managing growth and asked about the proposed grade separation. Engineer McCarthy explained that the concept is preliminary, and future design would include evaluation of community impacts.

Council President Pratt also asked about Metro's role in the TSP process. Engineer McCarthy stated that Metro establishes the regional transportation framework, and TSPs must align with Metro's Regional Transportation Plan.

Mayor Bubenik closed the hearing.

Motion for first reading by title only made by Council President Pratt, Seconded by Councilor Brooks.

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

MOTION PASSED

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

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

MOTION PASSED

Motion to adopt Ordinance No. 1451-25 the 2045 Transportation System Plan and related amendments to the Tualatin Comprehensive Plan and Development Code. File Nos: PTA 25-0001 and PMA 25-0001 made by Council President Pratt, Seconded by Councilor Brooks. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

Items Removed from Consent Agenda

 Consideration of <u>Resolution No 5903-25</u> Amending the City of Tualatin Fee Schedule and Rescinding Resolution No 5871-25

Councilor Gonzalez requested to vote on this item separately.

Motion to adopt Resolution No 5903-25 amending the City of Tualatin Fee Schedule and rescinding Resolution No 5871-25 made by Council President Pratt, Seconded by Councilor Sacco. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Hillier, Councilor Sacco

Voting Nay: Councilor Gonzalez Voting Abstaining: Councilor Reyes

MOTION PASSED

Council Communications

Councilor Brooks stated she attended the National League of Cities Board and Leadership meeting, participated in a tour of a new forest acquisition near Scappoose, and attended the Pride Concert and Celebration.

Councilor Sacco stated she attended the Core Area Community Workshop, the Inclusion, Diversity, Equity, and Access (IDEA) Committee meeting, and the Council Committee on Advisory Appointments (CCCA) meeting.

Councilor Hillier stated she attended the Washington County Consolidated Communications Agency meeting.

Councilor Reyes stated she attended the CCCA meeting and the Latino business networking meeting.

Council President Pratt stated she attended the Clackamas County Coordinating Committee (C4) Metro meeting, the Region 1 Area Commission on Transportation (R1ACT) meeting, the C4 retreat, and the CCCA meeting.

Mayor Bubenik stated he attended a tour of the Abernethy Bridge, a Chair Roberts meeting with mayors, the Greater Portland Inc. (GPI) Small Cities Consortium meeting, Safety Town, National Night Out, the Pride Celebration, and a Chair Harrington meeting with mayors.

Adjournment

Mayor Bubenik adjourned the meeting at 10:19 p.m.	
Sherilyn Lombos, City Manager	
/ Nicole Morris, Recording Secretary	
/ Frank Bubenik, Mayor	



Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: August 25, 2025

SUBJECT:

Consideration of Approval of a New Liquor License Application for RECS

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for RECS

EXECUTIVE SUMMARY:

The RECS has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 8380 SW Nyberg Street. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- -Application
- -Vicinity Map



LIQUOR LICENSE APPLICATION

Return Completed form to: City of Tualatin Attn: Finance 18880 SW Martinazzi Ave Tualatin, OR 97062

Date

IMPORTANT: This is a three-page form. You are required to complete all sections of the form. If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.

Thank you for your assistance and cooperation.

SECTION 1: TYPE OF APPLICATION			
 ✓ Original (New) Application - \$100.00 Application ✓ Change in Previous Application - \$75.00 Application ✓ Renewal of Previous License - \$35.00 Applicationse. License # ✓ Temporary License - \$35.00 Application Feet SECTION 2: DESCRIPTION OF BUSINESS 	lication Fee. ation Fee. Applicant	must posse	ss current business
Name of business (dba): RECS			
Business address 8380 SW Nyberg Street	_City_Tualatin	_State_OR	_Zip Code_97062
Mailing address 8380 SW Nyberg Street	_City_Tualatin	_State_OR	_Zip Code_97062
Telephone # <u>503-830-7411</u>	Fax # <u>N/A</u>		
Email_recs.pdx@gmail.com			
Name(s) of business manager(s) First Kevin	Middle	Last_R	Richards
Type of business Indoor Pickleball Courts			
Type of food served Grab-and-go food and snacks			
Type of entertainment (dancing, live music, exotic dancers, etc.) pickleball			
Days and hours of operation 7 Days a Week; 7am-10pm			
Food service hours: Breakfast N/A	_Lunch_10am-4pm	Dinr	ner_4pm-10pm
Restaurant seating capacity 10-20	_Outside or patio sea	ating capacit	y N/A
How late will you have outside seating? N/A	How late will y	ou sell alcor	nol? 10pm

low many full-time employees do you have? <u>2-5</u>	Part-time employees?2-5
SECTION 3: DESCRIPTION OF LIQUOR LICE	ENSE
Name of Individual Partnership Composition I	1.0. on Other and linear
RECS NYBERG LLC	LC, or Other applicants
	ED ON DDEMICES CALES
Type of liquor license (refer to OLCC form) LIMIT	ED ON-PREMISES SALES
Form of entity holding license (check one and a	nswer all related applicable questions):
	vide full name, date of birth, and residence addressDate of birth
Residence address	
for each partner. If more than two partners of	provide full name, date of birth and residence address exist, use additional pages. If partners are not description of the partner's legal form and the
information required by the section correspo	
Full name	
Residence address	
	Date of birth
Residence address	
(a) Name and business address of registered Full name	
(b) Does any shareholder own more than 50 yes, provide the shareholder's full name,	% of the outstanding shares of the corporation? If date of birth, and residence address.
Full name	Date of birth
Residence address	MAN CANAL CONTRACTOR OF THE PROPERTY OF THE PR
	his corporation?YesNo. If 35 or fewer esident, treasurer, and secretary by full name, date of
Full name of president:	Date of birth:
Residence address:	
Full name of treasurer:	Date of birth:
Residence address:	Date of birth:
Full name of secretary:	Date of birth:
Residence address:	
	box is checked, provide full name, date of birth, and
	are more than two members, use additional pages to
complete this question. If members are not i	
	he information required by the section corresponding
to the member's form.	
Full name:	Date of birth:
Residence address:	

Docusign Envelope ID: 79C18C6D-0932-4096-AED7-8F3F726B30	CF7
Full name:	Date of birth:
Residence address:	
✓ OTHER: If this box is checked, use a reasonable particularity every entity with	separate page to describe the entity, and identify with an interest in the liquor license.
SECTION 4: APPLICANT SIGNATURE	
A false answer or omission of any request unfavorable recommendation.	sted information on any page of this form shall result in an
	7/22/2025
Signature of Applicant	Date
	For City Use Only
Sources Checked:	For City Ose Only
Sources Checked: DMV by Public Records by	TuPD Records by
Public Records by	
Number of alcohol-related incident	
Number of Tualatin arrest/suspect	contacts for
It is recommended that this application	n be:
Granted	
☐ Denied Cause of unfavorable recommend	ation:
	8/1/25 Date
Signature	Date
Greg Pickering Chief of Police	
Tualatin Police Department	

Page 3 of 3 (Please Complete ALL Pages) RECS NYBERG LLC, an Oregon limited liability company, is wholly owned by its sole member RECS HOLDINGS INC., a Delaware corporation.

RECS HOLDINGS INC., a Delaware corporation has four (4) shareholders, as follows:

- KEVIN RICHARDS—60%
- SAM HOLLOWAY—15%
- RUSSELL ROTONDI—15%
- MATTHEW BLAINE—15%







Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: August 25, 2025

SUBJECT:

Consideration of Approval of a New Liquor License Application for Glow Gifts LLC aka Glow Gifts + Candle Studio)

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Glow Gifts LLC

EXECUTIVE SUMMARY:

The Glow Gifts LLC has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 7363 SW Bridgeport Road. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- -Application
- -Vicinity Map



LIQUOR LICENSE APPLICATION

Keturn Completed form to: City of Tualatin Attn: Finance 18880 SW Martinazzi Ave Tualatin, OR 97062

Date 8 7 35

IMPORTANT: This is a three-page form. You are required to complete all sections of the form. If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.

Thank you for your assistance and cooperation.

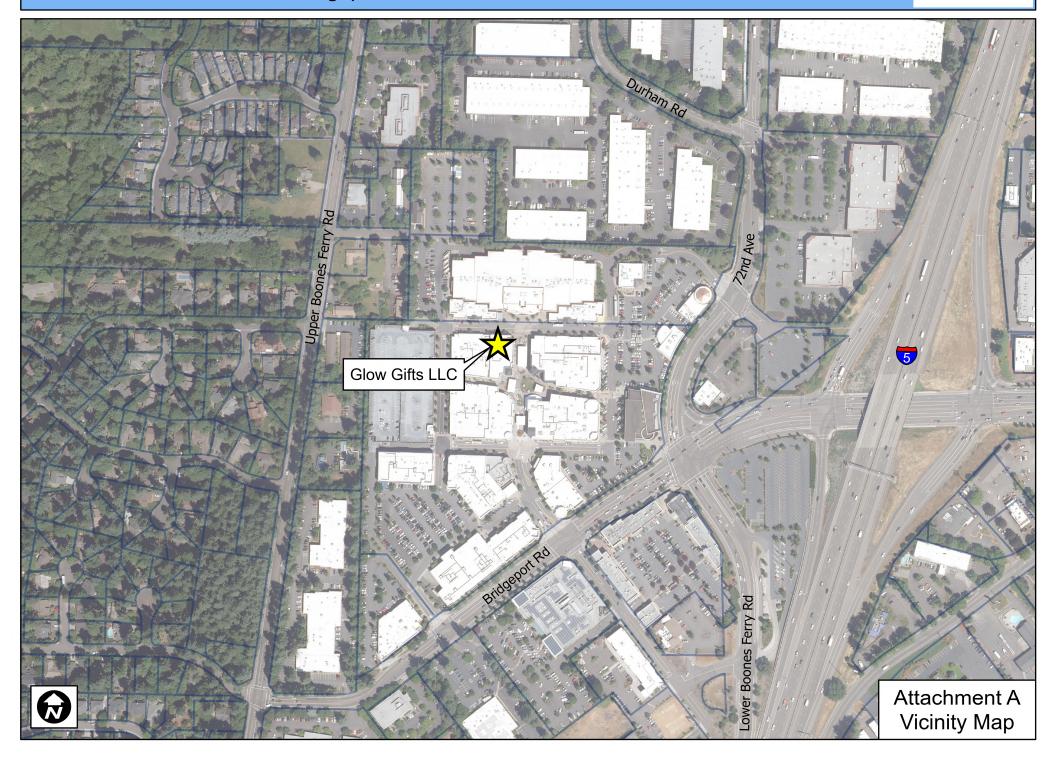
SECTION 1: TYPE OF APPLICATION
Original (New) Application - \$100.00 Application Fee. Change in Previous Application - \$75.00 Application Fee. Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License #
Temporary License - \$35.00 Application Fee.
Name of business (dba): GLOW GIFTS LLC (GLOW GIFTS + CANDLE STUPIO)
Business address 7363 SW Bridgeont Rd City Traywal State OR Zip Code The City Traywal
Telephone # 503 · 898 · 2757 Fax # N/A
Email Courtners glowgith com
Name(s) of business manager(s) First Warmy Middle Brummu Last Kennedy
(attach additional pages if necessary)
Type of business (etail mits and confle-making Studio (druses)
Type of food served (Characteric for private days)
Type of entertainment (dancing, live music, exotic dancers, etc.)
Days and hours of operation M-Sa: 10am-8pm; Sunday 11am-lapan
Food service hours: BreakfastLunchDinner
Restaurant seating capacityOutside or patio seating capacity
How late will you have outside seating?How late will you sell alcohol?

How many full-time employees do you have?Part-time employees?
SECTION 3: DESCRIPTION OF LIQUOR LICENSE
Name of Individual, Partnership, Corporation, LLC, or Other applicants 6LOW GIFTS 11C
Type of liquor license (refer to OLCC form) Limited Un-premises
Form of entity holding license (check one and answer all related applicable questions):
INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address. Full nameDate of birth
Residence address
PARTNERSHIP: If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form. Full name Date of birth
Residence address
Full nameDate of birth Residence address
CORPORATION: If this box is checked, complete (a) through (c). (a) Name and business address of registered agent. Full name Business address (b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If
yes, provide the shareholder's full name, date of birth, and residence address.
Full nameDate of birth
Residence address
(c) Are there more than 35 shareholders of this corporation? Yes No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president:Date of birth:
Residence address:
Full name of treasurer:Date of birth: Residence address:
Full name of secretary:Date of birth:
Residence address:
residence address of each member. If this box is checked, provide full name, date of birth, and complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.
Full name: Compress amus das

Full name:	Date of birth:
Residence address:	
OTHER: If this box is checked, use a separ reasonable particularity every entity with an inte	rate page to describe the entity, and identify with erest in the liquor license.
SECTION 4: APPLICANT SIGNATURE	
A false answer or omission of any requested in unfavorable recommendation.	formation on any page of this form shall result in an
	8/7/2025
Signature of Applicant	Date
	City Use Only
Sources Criecked.	FIJO Beards ha
DMV by DLEDS by	
Sources Checked: DMV by Public Records by	
Number of alcohol-related incidents during Number of Tualatin arrest/suspect contact	
A 141-44this smallestion bo:	
It is recommended that this application be:	
Granted	
Denied Cause of unfavorable recommendation:	
Signature	8/11/25 Date
Greg Pickering	
Chief of Police Tualatin Police Department	

Glow Gifts LLC - 7363 SW Bridgeport Road







Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Bryce Donovan, Engineering Associate

Mike McCarthy, City Engineer

DATE: August 25, 2025

SUBJECT:

Consideration of Resolution No. 5902-25 Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for the Design Phase of the Martinazzi Sewer Trunk Upsizing (Priorities 3 & 4) - Project.

RECOMMENDATION:

Staff recommends that Council approve the resolution allowing the City Manager to sign the Intergovernmental Agreement.

EXECUTIVE SUMMARY:

- The City intends to install new 15-inch sanitary sewer main along SW Martinazzi Ave. from SW Dakota Dr to SW Blake St and from SW Makah Ct to SW Chelan St.
- The project is endorsed by the Capital Improvement Program Prioritization Committee (representatives from CWS and partner cities) to be primarily funded with System Development Charge funding disbursed by CWS.
- This Design Phase Intergovernmental Agreement (IGA) outlines the terms of this project partnership, with the City managing the project and CWS paying 100 percent of project costs.

OUTCOMES OF DECISION:

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

FINANCIAL IMPLICATIONS:

Clean Water Services will reimburse the City for 100% of the total project costs.

ATTACHMENTS:

- Resolution No. 5902-25 Authorizing Agreement
- Intergovernmental Agreement with Clean Water Services

RESOLUTION NO. 5902-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR THE DESIGN PHASE OF THE MARTINAZZI SEWER TRUNK UPSIZING (PRIORITIES 3 & 4) PROJECT

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

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

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

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

WHEREAS, the City intends to construct the project and Clean Water Services intends to finance the project; and

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

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement with Clean Water Services for the Martinazzi Sewer Trunk Upsizing (Priorities 3 & 4) Project, which is attached as Exhibit 1, and incorporated by reference.

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

Section 3. This resolution is effective upon adoption. Adopted by the City Council this 25th day of August, 2025.

ATTEST:	CITY OF TUALATIN, OREGON
BY	BY
City Recorder	Mayor

Resolution #5902-25 Page 1 of 1

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF TUALATIN AND CLEAN WATER SERVICES TO PROVIDE PROJECT EVALUATION AND PRELIMINARY DESIGN FOR THE MARTINAZZI SEWER TRUNK UPSIZING (PRIORITIES 3 & 4): SOUTH TRUNK – DAKOTA GREENWAY TO BLAKE ST AND MAKAH CT TO CHELAN ST (CITY CIP# SS-11, CWS PROJECT 7172)

This Agreement, dated	, is between Clean Water
Services (District) a county service district organized under O	RS Chapter 451 and the City of
Tualatin (City) an Oregon Municipality.	

A. RECITALS

- 1. ORS 190.003 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.
- 2. District established a collaborative Districtwide Capital Improvement Program using a joint committee of District and member cities: Beaverton; Cornelius; Forest Grove; Hillsboro; Tigard; Tualatin; and Sherwood representatives, known as the Capital Improvement Program Prioritization Committee. City is represented on the Capital Improvement Program Prioritization Committee.
- 3. City of Tualatin intends to undertake Phase 1 (Design) of the Martinazzi Sewer Trunk Upsizing (Priorities 3 & 4): South Trunk Dakota Greenway to Blake St and Makah Ct to Chelan St (Project) to provide additional hydraulic capacity for future development. A portion of this project was identified in the 2021 East Basin Master Plan as DU21C-18, South Martinazzi Trunk. This Project has been endorsed by the Capital Improvement Program Prioritization Committee.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

Phase 1 of the Project consists of evaluation, easement acquisition, and providing preliminary design for the Project. The Project will upsize approximately 3,336 linear feet (LF) of existing 12-inch sanitary sewer main to 15-inch, which includes the following improvements (Exhibit A):

- Dakota Greenway to SW Blake St (Priority 3):
 - Upsize approximately 138 LF of existing 10-inch concrete, 225 LF of existing 8-inch concrete, and install 703 LF of new sanitary sewer main from District Maintenance Hole (MH) 22129 to Tualatin Manhole SSF-2854.
 - o Repair, replacement, and/or installation of seven (7) manholes as needed.

- \circ Average pipe depth ranges from 9-18 feet.
- SW Makah Ct to SW Martinazzi Ave (Priority 3):
 - Upsize approximately 904 LF of existing 12-inch concrete sanitary sewer main from District MH 22121 to District MH 22116.
 - o Repair or replacement of six (6) manholes as needed.
 - \circ Average pipe depth ranges from 10 22 feet.
- SW Martinazzi Ave to SW Chelan St (Priority 4):
 - Upsize approximately 1,366 LF of existing 12-inch concrete sanitary sewer main from District MH 22116 to District MH 22111.
 - o Repair or replacement of five (5) manholes as needed.
 - \circ Average pipe depth ranges from 10 22 feet.

C. DEFINITIONS

- 1. Financial Partner –District will assume this role, primarily for the purpose of funding a portion of the Project. The term 'Financial Partner' refers to the entity responsible for the duties outlined in Exhibit B.
- 2. Managing Partner City will assume this role, primarily for the purpose of administering the Project. The term 'Managing Partner' refers to the entity responsible for the duties outlined in Exhibit B.

D. DISTRICT OBLIGATIONS

District is the Financial Partner and will perform all Tasks identified and checked in the "List of Standard Obligations" attached as Exhibit B for the Financial Partner. District assigns Sheila Sahu as District's Project Manager.

E. CITY OBLIGATIONS

City is the Managing Partner and will perform all Tasks identified and checked in the "List of Standard Obligations" attached as Exhibit B for the Managing Partner. City assigns Bryce Donovan as City's Project Manager.

F. GENERAL TERMS

- 1. <u>Laws and Regulations</u>. City and District agree to abide by all applicable laws and regulations.
- 2. <u>Term of this Agreement</u>. This Agreement is effective from the date on page one and will remain in effect until the Project is complete and the parties' obligations have been fully performed or this Agreement is terminated as provided herein.
- 3. <u>Amendment of Agreement.</u> City and District may amend this Agreement from time to time, by mutual written agreement. Proposed changes of scope during Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be

- approved by the Managing Partner without further approval.
- 4. <u>Termination.</u> This Agreement may be terminated immediately by mutual written agreement of the parties, or prior to award of a construction contract, by either of the parties notifying the other in writing, with the termination being effective in 30 days.
- 5. <u>Integration</u>. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 6. <u>Indemnification</u>. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties will indemnify and defend the other and their officers, employees, agents, volunteers, elected official, contractors, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its officers, employees, agents, contractors, volunteers, elected officials, contractors, or representatives.
- 7. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. If the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator will be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. For clarity's sake, the parties waive their right to any trial by jury.

8. Interpretation of Agreement.

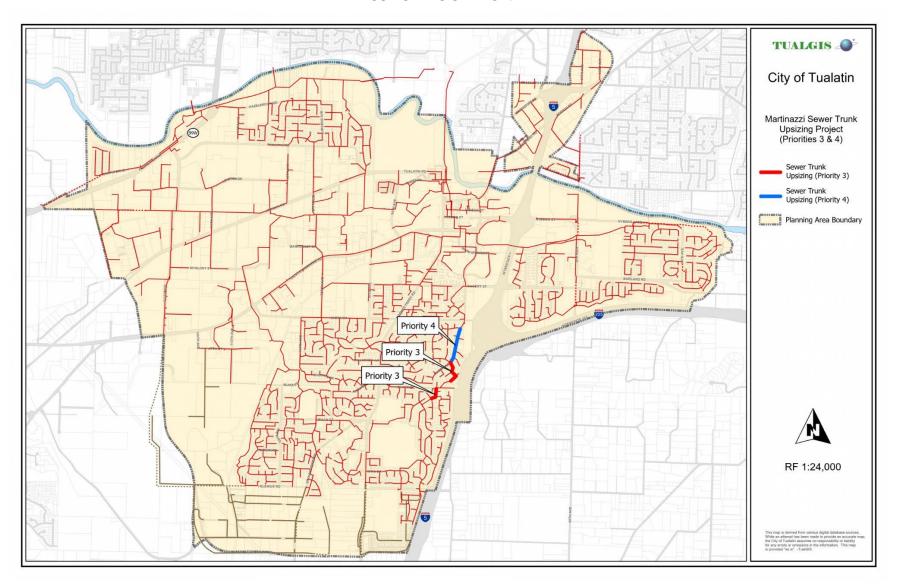
- A. This Agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
- B. The paragraph headings in this Agreement are for ease of reference only and will not be used in construing or interpreting this Agreement.
- 9. <u>Severability/Survival</u>. If any of the provisions in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Agreement for any cause.

- 10. <u>Approval Required</u>. This Agreement and all amendments, modifications or waivers of any portion thereof will not be effective until approved by 1) District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules, District's Board of Directors and 2) City and signature of their designee. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.
- 11. <u>Choice of Law/Venue</u>. This Agreement and all rights, obligations and disputes arising out of the Agreement will be governed by Oregon law. All disputes and litigation arising out of this Agreement will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.
- 12. <u>Easements</u>. District and City grant each other the right to perform work on their respective easements to the extent necessary to complete work on the Project.
- 13. <u>Condemnation</u>. Costs incurred by the Managing Partner to condemn an easement for the Project will be reimbursed as a Project cost if the Managing Partner has obtained previous approval from the Financial Partner. The Managing Partner will provide the Financial Partner with all pertinent information to evaluate its request including a written justification for pursuing condemnation, a summary of the property owner's position, a copy of the appraisal report and any other information requested by the Financial Partner. The Financial Partner will respond to the Managing Partner's request within ten business days of receiving all required information.
- 14. <u>Electronic Signature</u>. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the City and District respectively.
- 15. <u>Third Party Beneficiaries</u>. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party.

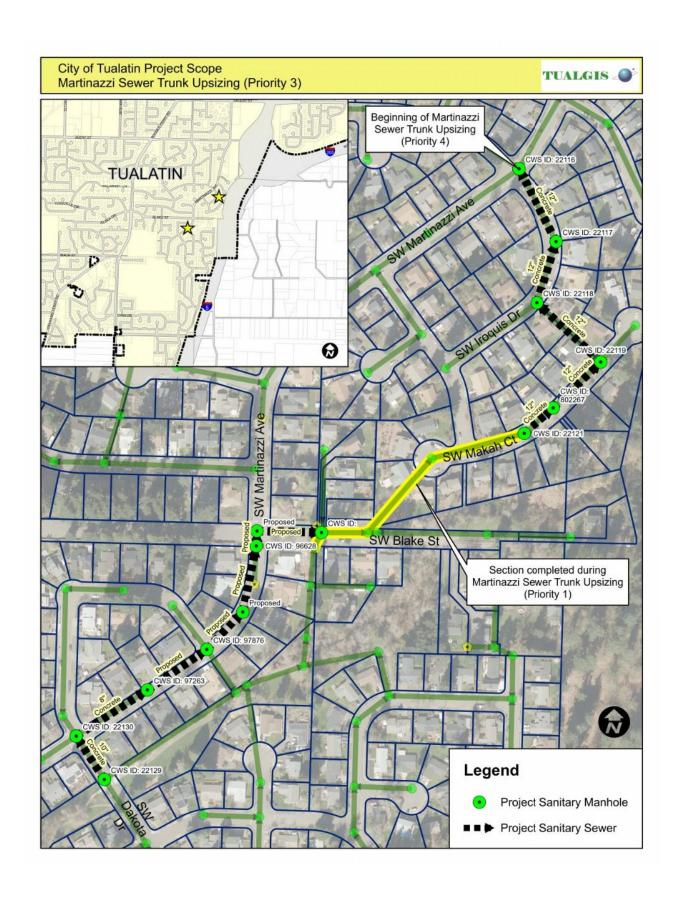
City Attorney

District Counsel

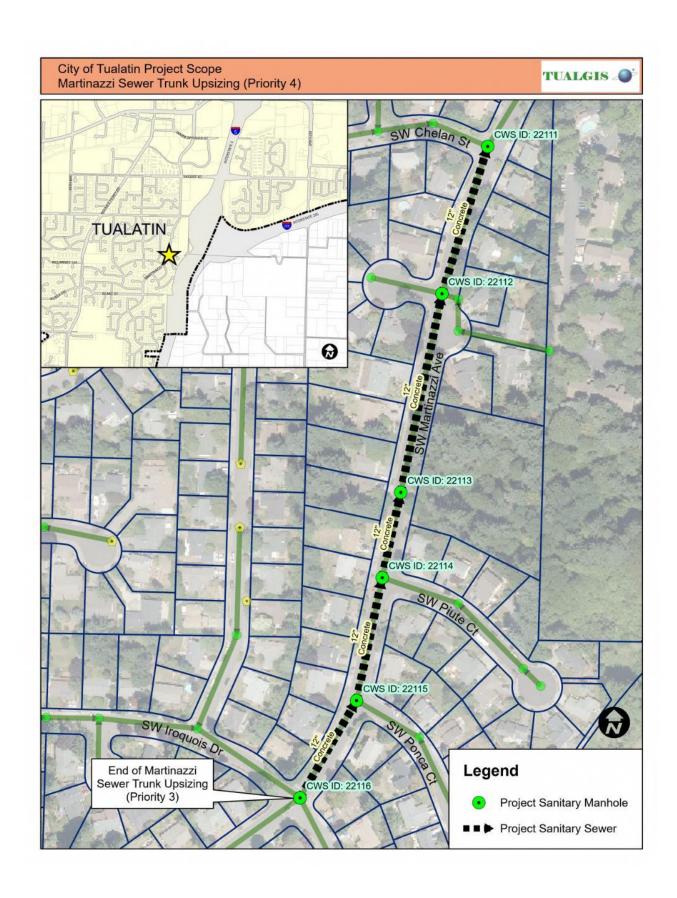
EXHIBIT A PROJECT LOCATION MAP



Page 6 – Exhibit A - Project Location Map Intergovernmental Agreement



Page 7 – Exhibit A - Project Location Map Intergovernmental Agreement



Page 8 – Exhibit A - Project Location Map Intergovernmental Agreement

EXHIBIT B LIST OF STANDARD OBLIGATIONS

Tasks	Check If Applicable
Managing Partner will:	
Provide Financial Partner at least 10 business days to review the scope of work and fee schedule to evaluate the Project and preliminary design.	
Provide Financial Partner at least 25 business days to review a copy of the evaluation report and preliminary design for the Project. Respond to Financial Partner's comments on the documents.	
Make all required payments to all vendors, contractors and consultants per agreed timelines.	
Prepare and submit invoices of the Project costs to Financial Partner annually.	
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice. The invoice must include District Project Name, District Project number, Not to Exceed (NTE) amount, and remaining NTE amount.	
If requested, hold progress meetings with Financial Partner during the evaluation and preliminary design phase of the Project. Financial Partner may review options and provide input on the Project.	
Pay 0 percent of the costs for the Phase 1 (Design) project as described in Section B.	
Take the lead in coordinating public involvement related to the Project.	
Waive any land use or permit fees for the Project (except plumbing inspection fees) that City staff has the authority to waive without getting approval from the City Council.	
Other: (please describe)	
Infiltration and Inflow Abatement Projects:	
Obtain written permission in the form of a Permit of Entry (POE) from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	

Tasks	Check If Applicable
Financial Partner may reduce its percentage of the Phase 2 Project costs if fewer than 90 percent of the POEs are obtained from property owners within the Project boundary based on the following formula:	
X = % of POE's obtained.Y = % Financial Partner Cost Share	
If X greater than or equal to 90%, Y=50	
If X less than 70%, Y=0	
If X is between 70% and 90%, Y=50-1.25(90-X)	
Other: (please describe)	
Financial Partner will:	
Review the scope of work and fee schedule to evaluate the Project and preliminary design. Provide Managing Partner with written comments and/or approval within 10 business days of receiving the documents.	
Have the right to comment on and approve the proposed design alternative and approach for the Project within 25 business days of receiving the documents.	
Pay Managing Partner 100 percent of the Phase 1 costs not to exceed \$500,000.	
Pay reimbursement invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice.	
Assist Managing Partner in communicating with the property owners and Project stakeholders.	
Other: (please describe)	



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer

Abby McFetridge, Engineering Associate

DATE: August 25, 2025

SUBJECT:

Consideration of Resolution No. 5904-25 Authorizing Amendment 1 to the Contract with Otak for Design of the 65th / Borland / Sagert Improvements Project.

EXECUTIVE SUMMARY:

In 2024, the City issued a Request for Proposals (RFP) for engineering the 65th / Borland / Sagert project to make traffic flow, safety, and walking and biking improvements to 65th Avenue at its intersections with Borland Road and Sagert Street. Of the proposals submitted, Otak scored the highest. On August 26, 2024, Council awarded Contract #2425-016 to Otak, Inc. for the first preliminary design phase.

Otak has completed preliminary design for this project to add a northbound right turn lane on 65th Ave at Borland Road, improve walking and cycling facilities, and other traffic flow and safety improvements. This contract amendment is for the next phase of this project - final design - to develop plans and bid documents, coordinate with utilities to move as needed, work with the neighbors to minimize impact, and support public outreach telling the community about the project.

The work covered by this Amendment 1 would add \$505,919.04 to the original preliminary design contract of \$217,984.04 for a total not-to-exceed contract value of \$723,903.08, with construction planned in 2027.

OUTCOME OF DECISION:

Approval allows Otak to continue with design, keeping the project eligible for potential federal earmark funding, and holds the 2027 construction timeline.

FINANCIAL IMPLICATIONS:

The Final Design phase is budgeted in the Transportation Development Tax (TDT) Fund. If the City secures federal funds, TDT funds would be used for the required local match, with possible funding assistance from Clackamas County.

ATTACHMENTS:

- Resolution No. 5904-25 Authorizing Amendment 1 to the Contract with Otak.

RESOLUTION NO. 5904-25

A RESOLUTION AUTHORIZING AMENDMENT 1 TO THE CONTRACT WITH OTAK FOR FINAL DESIGN OF THE 65TH / BORLAND / SAGERT IMPROVEMENTS PROJECT

WHEREAS, the City issued a Request for Proposals in 2024 for engineering services for the 65th / Borland / Sagert Improvements Project, which called for Conceptual/Preliminary Design followed by Final Design as a second phase under the same contract:

WHEREAS, on August 26, 2024, the Council adopted Resolution 5803-24, awarding Contract #2425-016 to Otak, Inc. in the amount of \$217,984.04 for the initial design phase;

WHEREAS, Otak has now completed the 30 percent design that was the scope of the original contract;

WHEREAS, Amendment 1 provides for Final Design services, which will be performed on a time-and-materials basis with a not-to-exceed fee of \$505,919.04;

WHEREAS, approval of Amendment 1 will bring the total contract value to \$723,903.08; and

WHEREAS, there are funds budgeted for this project in the Transportation Development Tax (TDT) Fund.

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

Section 1. The City Manager is authorized to execute Amendment 1 to Contract #2425-016 with Otak, Inc. in an amount not to exceed \$505,919.04, for Final Design of the 65th / Borland / Sagert Improvements Project.

Section 2. The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 10% of the total \$723,903.08 contract amount.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 25th day of August, 2025.

ATTEST:	CITY OF TUALATIN, OREGON
BY	BY
City Recorder	Mayor

Resolution #5904-25 Page 1 of 1



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Rachel Sykes, Public Works Director

Bryce McKenna, Maintenance Services Manager

DATE: August 25, 2025

SUBJECT:

Consideration of Resolution No. 5905-25 Awarding and Authorizing a Contract with McDonald & Wetle for Construction of the Tualatin Police Department Roof Replacement.

EXECUTIVE SUMMARY:

The Police Department roof is at the end of its service life. The City retained a design consultant to prepare construction plans for a modified bituminous roof replacement. The project scope includes replacing approximately 11,000 square feet of roof, repairing gutters, upgrading roof insulation to meet current code, and installing new guardrails to meet OSHA requirements. The project will also address any damaged decking and adjust existing rooftop equipment to ensure proper flashing and weatherproofing.

The construction contract was advertised in the Daily Journal of Commerce on July 14, 2025. Five bids were received before the bid period closed on August 7, 2025. McDonald & Wetle submitted the lowest responsible bid for the project in the amount of \$595,700.

OUTCOME OF DECISION:

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

FINANCIAL IMPLICATIONS:

Funds for this project are available in the General Fund.

ATTACHMENTS:

- Resolution No. 5905-25 Awarding and Authorizing a Contract with McDonald & Wetle.

RESOLUTION NO. 5905-25

A RESOLUTION AWARDING AND AUTHORIZING A CONTRACT WITH MCDONALD & WETLE FOR CONSTRUCTION OF THE TUALATIN POLICE DEPARTMENT ROOF REPLACEMENT

WHEREAS, the above-referenced project was posted on July 14, 2025, in the *Daily Journal of Commerce* and the City requested competitive sealed bids as part of its capital improvement program;

WHEREAS, 5 bids were received prior to the close of the bid period on August 7, 2025;

WHEREAS, McDonald & Wetle submitted the lowest responsible bid for the project in the amount of \$595,700; and

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

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

Section 1. McDonald & Wetle is hereby awarded a contract for the Tualatin Police Department Roof Replacement.

Section 2. The City Manager is authorized to execute a contract with McDonald & Wetle in the amount of \$595,700.

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

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 25th day of August, 2025.

ATTEST:	CITY OF TUALATIN, OREGON
BY	ВҮ
City Recorder	Mayor

Resolution No. 5905-25 Page 1 of 1



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Aguilla Hurd-Ravich, Community Development Director

DATE: August 25, 2025

SUBJECT:

Consideration of Resolution 5906-25, which authorizes staff to submit an application to the Oregon Department of Land Conservation and Development (DLCD) for the 2025 Housing Planning Assistance Grant, which will provide the City with consultant assistance for the City's next Housing Capacity Analysis (HCA).

RECOMMENDATION:

Approval of Resolution 5906-25

EXECUTIVE SUMMARY:

A resolution from the governing body demonstrating support for the project is a requirement for submission. The City is not proposing to include any matching funds for this work. The Housing Capacity Analysis provides the technical data needed for the city to adopt a Housing Production Strategy in 2028. The City will apply for a separate grant application for this work during the next grant cycle. The City's current housing analysis (previously referred to as the Housing Need Analysis) was adopted in 2019 and must be updated every seven years by state law. The goal of the document is to establish a baseline housing dataset to inform city decisions.

BACKGROUND:

In 2019, the Oregon Legislature passed House Bill 2003, which aims to help communities meet the housing needs of Oregonians. The law requires Oregon's cities over 10,000 population to study the current and future housing needs of their community every six years in the Portland Metro Boundary. An HCA helps the City determine if it has enough land to meet projected housing needs for the next two decades. If there is a shortfall in housing capacity, the City must amend its urban growth boundary (UGB), allow more housing development within the existing UGB, or combine both approaches. Cities with a population larger than 2,500 have a broader responsibility to plan for a variety of housing types beyond single-family detached housing. They must include multi-unit housing, manufactured homes, renter occupied units, government assisted units, and other forms of housing in their planning. Collectively, this range of housing types, characteristics, and locations is known as "needed housing," and it must be affordable to community members' income levels. Housing designated as "needed housing" receives certain protection under state law, reducing costs, delays, or other barriers to its development.

OUTCOMES OF DECISION:

Approval of Resolution 5906-25 will support the submission of a Housing Planning Assistance Grant application to the Oregon Department of Land Conversation and Development. If approved, DLCD will pay consultant fees for the City's next Housing Capacity Analysis (Exhibit A).

ALTERNATIVES TO RECOMMENDATION:

Denial and/or deferred approval of Resolution 5906-25 would delay commencement of the project, which could adversely impact on the City's compliance with applicable state rules.

FINANCIAL IMPLICATIONS:

No direct financial expenditure will be incurred; however, the City's planning staff will contribute staff time, expertise, and management of the legislative adoption process.

ATTACHMENTS:

Resolution 5906-25

-Exhibit A - Tualatin 2025-2027 Housing Planning Assistance Application

RESOLUTION NO. 5906-25

A RESOLUTION SUPPORTING THE SUBMISSION FOR A HOUSING PLANNING GRANT TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) TO PROVIDE CONSULTANT ASSISTANCE FOR THE CITY'S NEXT HOUSING CAPACITY ANALYSIS

WHEREAS, the Department of Land Conservation and Development is soliciting projects for the 2025 Housing Planning Assistance Grant; and

WHEREAS, the Department of Land Conservation and Development (DLCD) provides resources on a biennial basis to help Oregon communities prepare and update local land use plans and implement ordinances in response to growth management and resource protection issues, as well as changes in state agency programs and requirements; and

WHEREAS, Tualatin is required to submit a Housing Capacity Analysis by the end of 2027, which is eligible for funding through the 2025-2027 grant cycle; and

WHEREAS, the Housing Capacity Analysis provides the technical data needed for the City to adopt a Housing Production Strategy in 2028; and

WHEREAS, the City relies on these funds to complete the analysis and meet the statemandated deadline, and

WHEREAS, the grant approach enables the Housing Capacity Analysis to be guided by City staff and the community through the support of a housing consultant, ensuring that the community's knowledge is integrated in the creation of the final document

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

Section 1. Staff is authorized to submit to the Department of Land Conservation and Development an application for the 2025 Housing Planning Assistance Grant.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 25th day of August, 2025.

CITY OF TUALATIN, OREGON
BY
Mayor

APPROVED AS TO FORM	ATTEST:
BY	BY
City Attorney	City Recorder



Department of Land Conservation and Development 2025-2027 HOUSING PLANNING ASSISTANCE APPLICATION

Please complete each section in the form below. Fill out the requested information in the spaces provided. For applicants requesting multiple services, submit a separate form for each. Submit completed applications by midnight on August 4, 2025.

Date of Application: 8/15/2025

Applicant (Jurisdictional Entity): City of Tualatin

If applying on behalf of a jurisdiction or pursuing a joint project, please also include the recipient jurisdiction name(s)

Contact Name and Title: Erin Engman, Senior Planner

Contact e-mail address: eengman@tualatin.gov

Contact phone number: (503) 691-3024

Requested Service:

	Direct Grant (& budget estimate)	DLCD-Provided Consultant
Housing Planning Assistance Projects		
Development Code Amendment	□ \$	
Housing Capacity Analysis (HCA) ¹	□ \$	
Housing Production Strategy (HPS)	□ \$	
Housing Implementation Plan (Housing planning	□ \$	
activities other than an HCA or HPS)	·	
Urbanization Planning Assistance Projects		
Urban Growth Boundary Land Exchange	□ \$	
Urban Growth Boundary Amendment ²	□ \$	
One-Time Urban Growth Boundary Amendment ³	□ \$	
Urban Reserves	□ \$	
Public Facilities Area Plan	□ \$	

^{1.} Housing Capacity Analyses initiated under this Housing Planning Assistance Program are expected to be conducted under the Oregon Administrative Rules implementing the Oregon Housing Needs Analysis that the Land Conservation and Development will adopt in December 2025.

^{2.} A UGB amendment requires a land deficiency identified in a Housing Capacity Analysis.

^{3.} As provided in <u>SB 1537 (2024) Section 48-60.</u>

Project Title: Tualatin Housing Capacity Analysis

Project Summary: (Summarize the project and products in 50 words or fewer)

The purpose of this Project is to prepare a Housing Capacity Analysis for the City of Tualatin, including hearings-ready draft comprehensive plan amendments, as described in ORS 197A.350 or 197A.335 with DLCD-provided consultant assistance. The results will inform the development of a subsequent Housing Production Strategy for which the city will seek a separate DLCD grant. City staff will seek a resolution of support for the grant at a council hearing on August 25, 2025.

Project Description & Work Program

Please carefully review the attached Sample Work Program applicable to your jurisdiction's proposed project. The work programs included represent typical tasks and work products associated with common project types. If you expect the project to be substantially similar (i.e. there may be minor variations, but major project deliverables align with applicant expectations) to the project included in the Sample Work Program, the applicant does not need to submit a work plan.

However, if the applicant anticipates a proposal for a project that is substantially different from the projects included in the Sample Work Program, please include an attachment detailing the proposed project, addressing each of the following in an attachment. *Applicants applying for distinct or unique projects are expected to submit detailed applications that specify the work tasks, products, and timelines unique to their project. Priority will be given to applications that provide well-defined tasks, products, and timelines.*

Is the jurisdiction planning to utili	e the applicable Sample Work Program as the project statement
of work? Yes I No I	

If "yes", please skip to the "Tasks, Timelines, and Budget" section below. If "no", please attach a detailed work program including the following.

- **A. Goals and Objectives.** The purpose of housing planning assistance projects is outlined in the attached Sample Work Program for reference. Please state the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.
- **B. Products and Outcomes.** Please describe the product(s) and outcome(s) expected from the proposed project in detail, including a brief description of any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with state/federal requirements, equitable socioeconomic benefits, or other relevant factors.

C. Work Program, Timeline & Payment. Please include a comprehensive work program describing the specific tasks, timelines, expected budget, and deliverables. Public engagement is a necessary component of any planning process but may be tailored to fit the project context. Some projects, such as code amendment or technical projects, may not require extensive engagement in comparison to major projects with substantial local policy impacts. If other changes are necessary, please consult with your Regional Representative. * Budget estimates are only required for Direct Grant requests. Applicants requesting DLCD-provided consultants can leave this field blank.

Tasks, Timelines, and Budget

List and describe the major tasks, including:

- The title of the task;
- Anticipated timeline for each task, including the tentative start date after the grant agreement or consultant contract is executed, task completion dates, and project completion date. Note that all tasks must be completed before the end of the biennium. We request that project timelines conclude no later than June 15, 2027;
- For direct grant projects, anticipated budget for all tasks; and
- Expected local contribution, including budget, staff time, and resources.

Task	Title	Timeline (Month, Year)	Estimated Budget*	Local Contribution
1	Project Kick-Off and Management	June 2026 to July 2026	\$	Staff Match
2	Housing Need Allocation Review	July 2026 to Aug 2026	\$	\$
3	Buildable Lands Inventory (BLI)	Aug 2026 to Dec 2026	\$	\$
4	Development Ready Lands Inventory (DRLI)	Sept 2026 to Dec 2026	\$ \$	\$
5	Residential Land Need Analysis	Oct 2026 to Dec 2026	\$ \$	\$
6	Needed Housing Accommodation Measures	January 2027 to March 2027	\$ \$	\$
7	Adoption	March 2027 to June 2027	\$ \$	\$
8		to	\$:	\$
TOTAL		to	\$:	\$
				_

If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed. If the following spaces are not sufficient for your responses, you may attach a separate document with additional information. Please clearly indicate the question number and/or prompt with each response to ensure it aligns with the application form.

We anticipate that the project will be completed within a year as indicated in the time line above. This is of course dependent on having an executed contract in place with DLCD that meets the needs of the consultant and city. Our last Housing Needs Analysis was completed in 2019 by ECONorthwest.

Project Criteria and Additional Information

- **1. Evaluation Criteria.** Include a statement that addresses the program priorities and evaluation criteria presented in the application instructions ("Eligible Projects and Evaluation Criteria").
- 1. The Tualatin Housing Capacity Analysis fulfills a housing-related statutory obligation per ORS.
- 2. This project is the first step to facilitating housing production, affordability, and choice where it is needed most by reviewing housing need allocation, a buildable land inventory, evaluation of development ready lands, a residential land needs analysis, and identifying measures to accommodate needed housing within the existing city limits and Urban Growth Boundary. This will be the precursor to developing a Housing Production Strategy.
- 3. The project will emphasize fair and equitable housing outcomes through a robust public engagement process and the analysis of demographic, market, and household data. The project will also evaluate recent housing permit information from the city, including middle housing types, mixed-use, and multi-family products.

2. Project Partners. List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.). If the project includes multiple jurisdictions, briefly describe the capacity and support of those jurisdictions to support and participate in the project.

The following boards and committees may provide input / be informed about the project through regular staff communications:

Tualatin Planning Commission Tualatin City Commission Tualatin Urban Renewal Agency

Staff from the following government entities may provide ad-hoc technical input and support: Clackamas County Planning and Zoning Washington County Planning and Zoning Washington County Housing Authority Metro
Clean Water Services

Staff from the following entities and non-profits may be asked to provide input on the HCA: Northwest Housing Alternatives
Community Alliance of Tenants

Advisory Committees. List any advisory committee or other committees that will participate in the project.
Tualatin Citizen Involvement Organizations (CIO) Tualatin City Youth Advisory Council (YAC) Tualatin Inclusion Diversity Equity and Access Advisory Committee (IDEA)
Tualatin Parks Advisory Committee (TPARK)
 Cost-Sharing and Local Contribution. DLCD funds may comprise a portion of overall project costs;
if so, please identify sources and amounts of other funds, staff time, or services that will contribute to the project's success. Cost-sharing (match) is not required, but recommended.
Tualatin planning staff will contribute staff time and expertise, while assisting with project outreach and coordination, project management, printing and publishing of meeting materials as applicable, seeking input and coordination with the various boards and committees, and management of the legislative adoption process.
While we anticipate that the bulk of the HCA work will be completed by the consultant, there will be a minimum of one staff member assigned to work with the consultant throughout the duration of the project. Mostly likely this will be assigned to Senior Planner Erin Engman. The legislative adoption process would typically comprise a greater proportion of staff time than the development of the HCA itself.
A specific estimate of staff time (hours) to be dedicated to this project will be determined as the scope of work is finalized.
Will a consultant be retained to assist in completing grant products? Yes ■ No □ Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes □ No ■

Local Official Support

The application *must include a resolution or letter from the governing body* of the city or county demonstrating support for the project. If the applicant is a regional entity proposing a joint project including multiple local governments, a letter from the local government governing body or administrator with authorization to execute intergovernmental agreements supporting the application may be included in lieu of a resolution. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before planning assistance is awarded.

Submit your application electronically with all required information to:

E-mail: housing.dlcd@dlcd.oregon.gov

Please note that <u>we will not be accepting applications</u> by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

DLCD Housing Team: housing.dlcd@dlcd.oregon.gov

DLCD HAPO Team: dlcd.oregon.gov

For all correspondence, please include the appropriate Regional Representative.

Mid-Willamette Valley	Melissa Ahrens	melissa.ahrens@dlcd.oregon.gov
Central Oregon	Angie Brewer	angie.brewer@dlcd.oregon.gov
North Coast & Lower Columbia	Brett Estes	brett.estes@dlcd.oregon.gov
Eastern Oregon	Dawn Hert	dawn.hert@dlcd.oregon.gov
Portland Metro (West)	Laura Kelly	laura.kelly@dlcd.oregon.gov
Southern Oregon	Josh LeBombard	josh.lebombard@dlcd.oregon.gov
Portland Metro (East)	Kelly Reid	kelly.reid@dlcd.oregon.gov
South Coast	Hui Rodomsky	hui.rodomsky@dlcd.oregon.gov
South Willamette Valley	Patrick Wingard	patrick.wingard@dlcd.oregon.gov

Important Housing Planning Assistance Dates

Date	Housing Planning Assistance Milestone	
June 2, 2025 1:30 – 3p	Open Forum for follow-up question & answer	
	Zoom link Meeting ID: 821 4886 4505 Passcode: 598033	
June 3, 2025	Application period opens; materials distributed	
August 4, 2025	Application period closes; materials submittal deadline	
Early September	Anticipated funding decision; award notices sent	
October – November 2025	Direct grant agreements anticipated execution	
November – December 2025	Consultant contract anticipated execution	
June 15, 2027	Project completion deadline	

APPLICATION DEADLINE: August 4, 2025



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Greg Pickering, Chief of Police

DATE: August 25, 2025

SUBJECT:

Authorizing the City Manager to sign an Intergovernmental Agreement with the Tigard-Tualatin School District for the School Resource Officer Program.

EXECUTIVE SUMMARY:

The Tualatin Police Department's School Resource Officer Program will strive to enhance public safety through community policing within the schools, including crime prevention, enforcement of laws on school grounds, education and role modeling.

The goals of this cooperative effort are:

- Creating an atmosphere of safety and security on school grounds;
- Enforcing the law and making arrests when necessary;
- Educating students on health, safety, drugs and violence issues;
- Providing resources for School District, staff, and students;
- Providing a positive image of law enforcement and law enforcement officers for school age children

The School District has agreed to increase the amount of funding for the program to cover 75% of the costs for the highest paid officer serving in the role as a School Resource Officer.

ATTACHMENTS:

- Resolution 5907-25 authorizing the City Manager to sign the Intergovernmental agreement.
- Intergovernmental Agreement between City of Tualatin and Tigard-Tualatin School District
- 2025 Tualatin Police School Resource Officer presentation

BUILDING BRIGHTER FUTURES TOGETHER....



AS TUALATIN SROS, WE ARE DEDICATED TO MAKING A DIFFERENCE IN THE LIVES OF EVERY STUDENT BY:



Ensuring

 Ensuring each child feels safe in the classroom environment

Promoting

 Promoting an open-door policy for all students

Interacting

Interacting with students in a positive way everyday

Supporting

Supporting the staff and community



LET'S EXPLORE HOW TUALATIN STUDENT RESOURCE OFFICERS WORKED TOWARD THOSE GOALS FOR THE 2024-2025 SCHOOL YEAR.

WE ARE ACTIVE PARTICIPANTS IN MANY EVENTS THROUGHOUT THE SCHOOL YEAR IN ADDITION TO OUR PRESENCE IN THE SCHOOLS.....

FALL EVENTS

- · FOOTBALL GAMES
- BACK TO SCHOOL NIGHT
- FRESHMAN FOCUS CLASSES
- HOMECOMING PARADE &
- COACHED FRESHMAN
- STUDENT & STAFF
 CONNECTIONS MEETINGS

WINTER EVENTS

- BASKETBALL GAMES
- DC TRIP WITH LEAP
- PIONEER DAYS
- SHOPWITH A COP
- SCHOOL FAIRS
- READ WITH A COP

SPRING EVENTS

- . TTSD MEETINGS
- . UNITY WEEK
- GRADUATION CEREMONIES
- PROM
- GIRL'S GOLF COACH



TO MAINTAIN THIS
POSITIVE AND SAFE
ENVIRONMENT FOR
THE STUDENTS MEANS
ADDRESSING SOME
DISCIPLINARY ISSUES

LET'S TAKE A DEEPER LOOK INTO JUVENILE REPORTS FOR THE 2024-2025 SCHOOL YEAR.



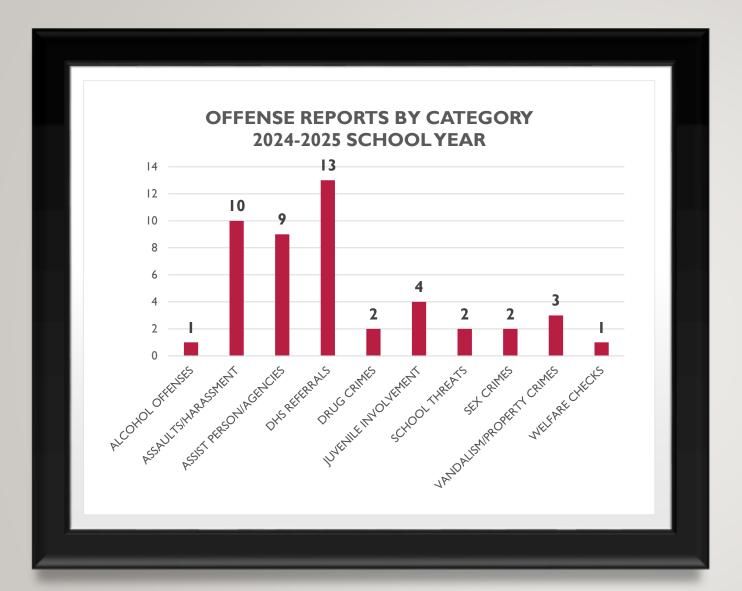






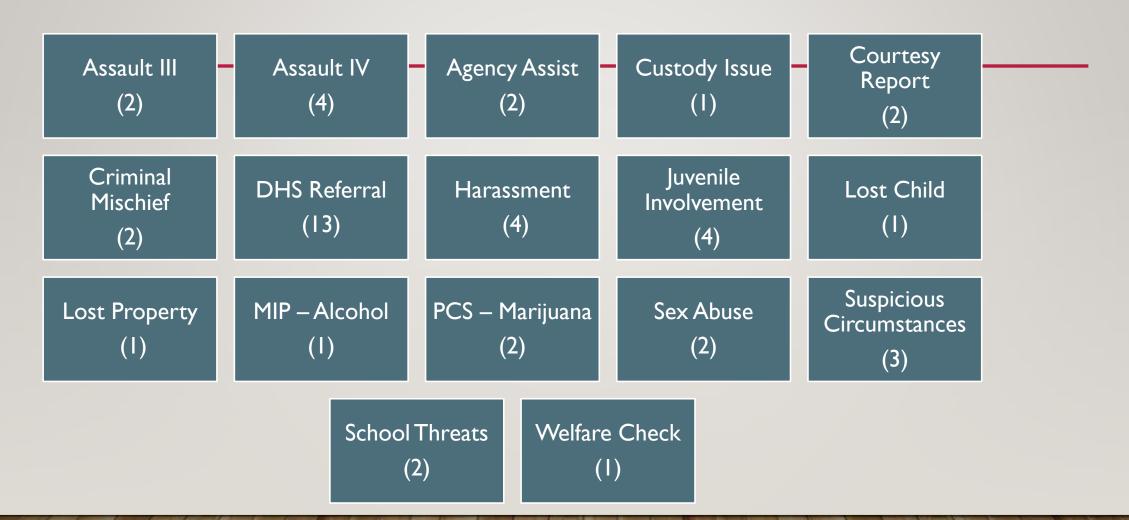
TUALATIN SRO COMBINED REPORT TOTALS

- OFFENSE / INCIDENT REPORTS = 47
- ARREST REPORTS = 10
- MISSING PERSON REPORTS = 0
- SUPPLEMENTAL REPORTS = 33
- JUVENILE REFERRALS = 2



A QUICK GLANCE AT THE TYPES OF REPORTS...

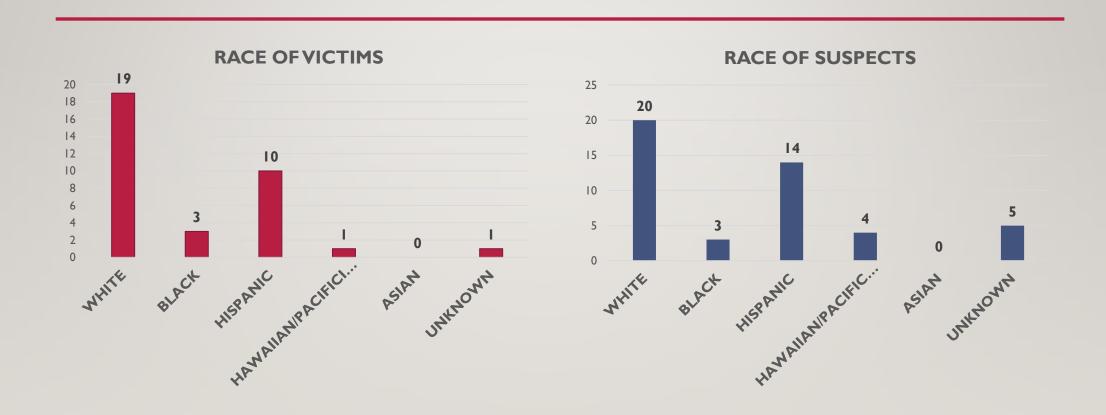
AN IN DEPTH LOOK AT THESE OFFENSES



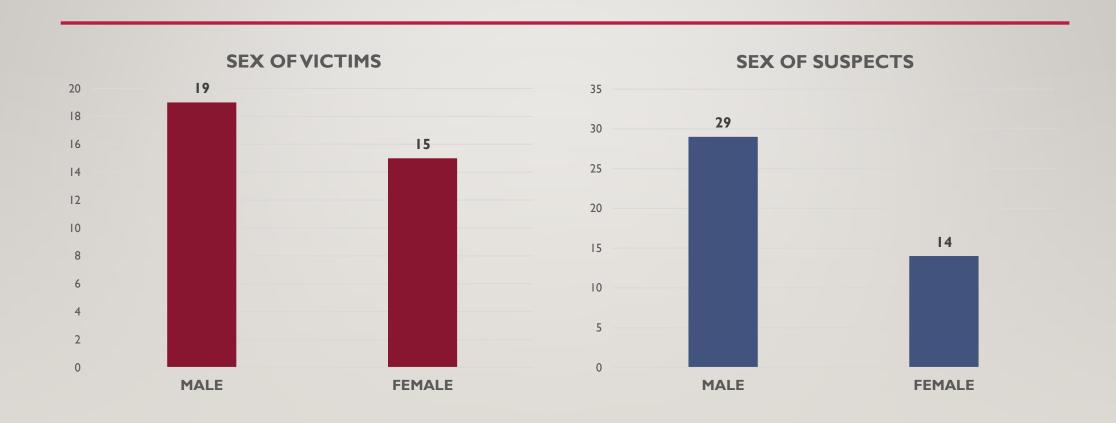
OFFENSE REPORTS WITH VICTIM AND SUSPECT RACE AND SEX

Offense	Suspect 1 Sex	Suspect 1 Race	Suspect 1 Ethnicity	Suspect 2 Sex	Suspect 2 Race	Suspect 2 Ethnicity	Victim 1 Sex	Victim 1 Race	Victim 1 Ethnicity
ASSAULT III 163.165-1	Female	White	Hispanic Or Latino	Female	Native Hawaiian	Not Hispanic Or Latino	Female	Black or African American	Not Hispanic Or Latino
ASSAULT III 163.165-1	Female	White	Hispanic Or Latino	Female	White	Hispanic Or Latino	Female	White	Hispanic Or Latino
ASSAULTIV (FELONY) 163.160-2	Female	BLACK/AFRICAN AMERICAN	Not Hispanic Or Latino				Male	Black or African American	Not Hispanic Or Latino
ASSAULT IV (MISD) 163.160-1	Male	White	Hispanic Or Latino				Male	White	Hispanic Or Latino
ASSAULT IV (MISD) 163.160-1	Female	White	Not Hispanic Or Latino				Female	Native Hawaiian/Pl	Not Hispanic Or Latino
ASSAULT IV (MISD) 163.160-1	Female	Black or African American	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
Assist Outside Agency (Law Enforcement)	Male	Unknown	Unknown				Female	White	Not Hispanic Or Latino
Assist Outside Agency (Law Enforcement)	Male	Native Hawaiian/Pl	Not Hispanic Or Latino				n/a		
CHILD CUSTODY ISSUE-CIVIL T785	n/a						Male	White	Not Hispanic Or Latino
COURTESY REPORT T91	Male	White	Not Hispanic Or Latino				Female	White	Hispanic Or Latino
COURTESY REPORT T91	Male	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
CRIMINALMISCHIEFI 164.365	Unknown	Unknown	Unknown				n/a		
CRIMINALMISCHIEFII 164.354	Male	White	Hispanic Or Latino				Female	Black or African American	Not Hispanic Or Latino
DHSREFERRAL T9904	Female	White	Hispanic Or Latino				Male	White	Hispanic Or Latino
DHSREFERRAL T9904	Unknown	Unknown	Unknown				Female	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Female	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Male	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Unknown	Unknown	Unknown				Male	White	Not Hispanic Or Latino
DHSREFERRAL T9904	n/a						Female	White	Hispanic Or Latino
DHSREFERRAL T9904	Male	White	Not Hispanic Or Latino				Female	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Male	White	Not Hispanic Or Latino				Female	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Female	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
DHSREFERRALI T9904	Male		Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Female	White	Hispanic Or Latino				Male	White	Hispanic Or Latino
DHSREFERRAL T9904	Male	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
DHSREFERRAL T9904	Male	White	Not Hispanic Or Latino				Female	White	Not Hispanic Or Latino
HARASSMENT (PHYSICAL CONTACT) 166.065-3	Male	White	Not Hispanic Or Latino				Male	White	Hispanic Or Latino
HARASSMENT (PHYSICAL CONTACT) 166.065-3	Male	White	Not Hispanic Or Latino				Male	White	Not Hispanic Or Latino
HARASSMENT (SEXUAL CONTACT) 166.065-5	Male	White	Not Hispanic Or Latino				Female	White	Not Hispanic Or Latino
HARASSMENT-CRIMINAL THREATS 166.065 TH	Male	White	Hispanic Or Latino				Male	White	Hispanic Or Latino
JUVENILE INVOLVEMENT .	n/a		· ·				Male	White	Not Hispanic Or Latino
JUVENILE INVOLVEMENT	Male	White	Hispanic Or Latino				Male	White	Not Hispanic Or Latino
JUVENILE INVOLVEMENT	Male	White	Hispanic Or Latino				Female	Unknown	Unknown
JUVENILEINVOLVEMENT	Male	Hawaiian/Pl	Not Hispanic Or Latino				n/a		
LOST CHILD-10 OR UNDER T563	Male		Not Hispanic Or Latino				n/a		
LOST/FOUND PROPERTY	n/a		· ·				n/a		
MINOR IN POSSESSION-ALCOHOL 471.430	Female	White	Hispanic Or Latino				n/a		
POSSESS OR ATTEMPT TO PURCHASE MARIJUANA ITEM	Male	White	Not Hispanic Or Latino				n/a		
RAPEIII 163.355	Male	White	Hispanic Or Latino				Female	White	Not Hispanic Or Latino
SEX ABUSE II-FORCIBLE SODOMY 163.425	Male	White	Not Hispanic Or Latino				Female	White	Hispanic Or Latino
SUSPICIOUS ACTIVITY T703	Male		Not Hispanic Or Latino				n/a		· ·
SUSPICIOUS ACTIVITY T703	Male	White	Hispanic Or Latino				n/a		
SUSPICIOUS PERSONS T701	Male	Unknown	Unknown				Male	White	Hispanic Or Latino
THREATS-GENERAL T364	Male	White	Hispanic Or Latino				n/a		
THREATS-SCHOOL T364	Male		Not Hispanic Or Latino				n/a		
UNLAWFUL POSSESSION OF MARIJUANA	Female	Black or African American	•	Female	White	Not Hispanic Or Latino			
WELFARE CHECK T600	Male	White	Not Hispanic Or Latino				n/a		

A BREAKDOWN OF VICTIMS AND SUSPECTS BY RACE....



A BREAKDOWN OF VICTIMS AND SUSPECTS BY SEX.....

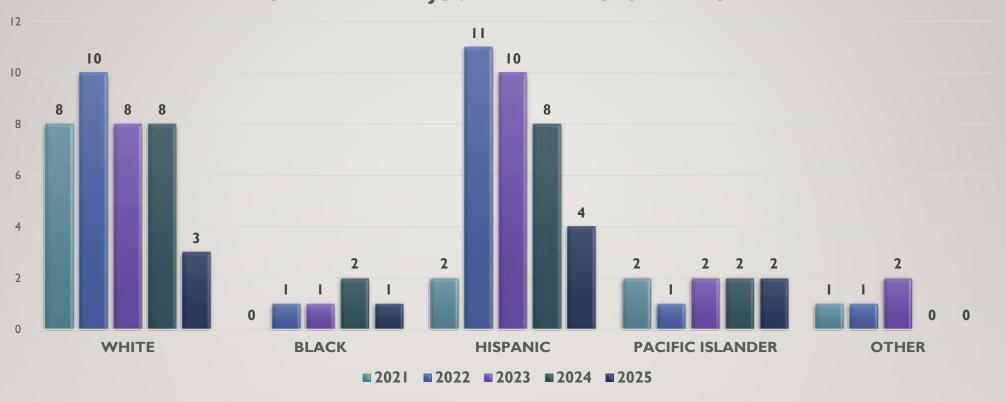


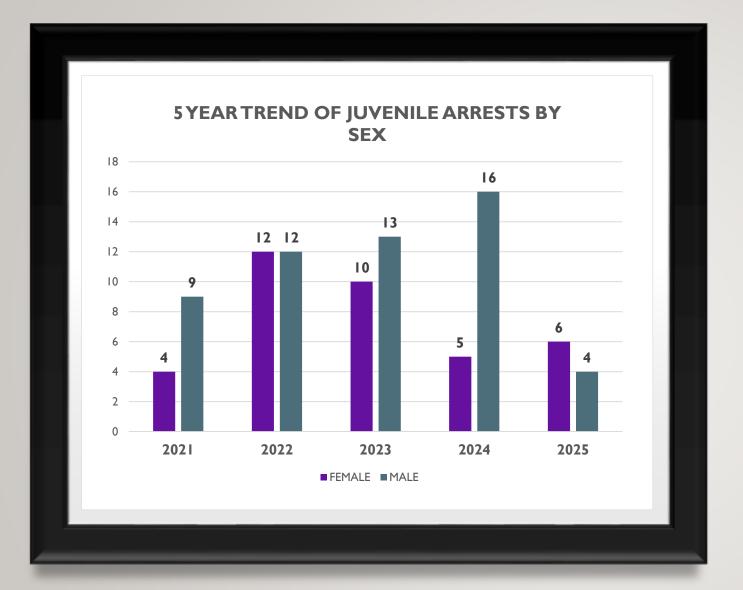


A BREAKDOWN OF ARREST REPORTS BY SEX AND RACE



5YEARTREND JUVENILE ARRESTS BY RACE





JUVENILE ARRESTS BY SEX



OUR STUDENTS ARE THRIVING IN THE ENVIRONMENT WE HAVE BUILT TOGETHER. THAT IS WHY ONLY 12 OUT OF THOUSANDS OF OUR STUDENT CONTACTS RESULTED IN A JUVENILE REFERRAL OR ARREST.



AS TUALATIN SCHOOL RESOURCE OFFICERS, WE ARE COMMITTED TO BUILDING A BRIGHT FUTURE FOR EVERY STUDENT.

RESOLUTION NO. 5907-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J AND THE CITY OF TUALATIN SETTING FORTH THE REQUIREMENTS FOR PARTICIPATION IN THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, Oregon Revised Statutes ("ORS") 190.010 confers authority upon local governments to enter into agreements for the performance of any functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, The District has requested, and the City has agreed, that the City provide police officers ("Officer") who will act as school resource officers ("SRO"); and

WHEREAS, SROs fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process;

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement between the Tigard-Tualatin School District 23J and the City of Tualatin.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 25th day of August, 2025.

	CITY OF TUALATIN, OREGON	
	BY Mayor	
APPROVED AS TO FORM	ATTEST:	
BY City Attorney	BY City Recorder	

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF TUALATIN AND TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J

THIS AGREEMENT (this "Agreement") is entered into and between the City of Tualatin ("City"), an Oregon municipal corporation, and Tigard – Tualatin School District No. 23J ("District"), a public school district in the State of Oregon, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes ("ORS") 190.010 confers authority upon local governments to enter into agreements for the performance of any functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The District has requested, and the City has agreed, that the City provide police officers ("Officer") who will act as school resource officers ("SRO"). SROs fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

- 1. <u>Term</u>. This Agreement shall be effective upon execution by both parties, and shall expire on June 30, 2026 unless terminated earlier as provided in this Agreement.
- **Scope of Work**. The City agrees to provide the services ("Work") further identified in the Scope of Work and Additional Terms and Conditions, attached hereto as Exhibit A and incorporated herein. Parties will meet prior to the start of each school year to discuss anticipated needs, within the Scope of Work, in the upcoming school year.
- **Consideration**. The District agrees to pay City, from available and authorized funds, the amount set forth on the schedule attached hereto as Exhibit B for accomplishing the Work required by this Agreement.
- **Payment**. Unless otherwise specified, the City shall submit monthly invoices for Work performed. The District shall pay the City following the District's review and approval of the invoice. City shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth in Exhibit B.

5. Representations and Warranties.

A. <u>District Representations and Warranties</u>. District represents and warrants to City that District has the power and authority to enter into and perform this Agreement, and this

Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.

- B. <u>City Representations and Warranties</u>. City represents and warrants to the District that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Termination.

- A. Either the City or the District may terminate this Agreement at any time upon 90 days' written notice to the other Party.
- B. Either the City or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If, in the non-breaching Party's sole discretion, the breaching Party has not entirely cured the breach within 15 days of delivery of the notice to the breaching Party, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- C. The City or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event it fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work to be performed under this Agreement is prohibited or the Party is prohibited from paying for such Work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7. <u>Indemnification</u>. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property arising out of or resulting from the performance of the Work by the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District controls.

However, neither District nor any attorney engaged by District shall defend the claim in the name of City or any department of City, nor purport to act as legal representative of City or any of its departments, without first receiving from the Tualatin City Attorney's Office authority to act as legal counsel for City, nor shall District settle any claim on behalf of City without the approval of the Tualatin City Attorney's Office. City may, at its election and expense, assume its own defense and settlement.

Similarly, neither City nor any attorney engaged by City shall defend the claim in the name of Distract or any department of the District, nor purport to act as legal representative of District or any of its departments, without first receiving from the District's legal counsel authority to act as legal counsel for District, nor shall City settle any claim on behalf of District without the approval of the District's legal counsel. District may, at its election and expense, assume its own defense and settlement.

- **8. Insurance.** City shall maintain the following insurance coverage(s) (or equivalent self-insurance coverage), as applicable, for the term of the Agreement:
- A. <u>Workers' Compensation</u>. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. City and all subcontractors of City with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
- B. <u>General Liability</u>. City shall maintain general liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$3,000,000 annual aggregate coverage.
- C. <u>Motor Vehicle Liability</u>. If City is providing services that require City to transport District personnel, students, or property, then in addition to any legally required insurance coverage, City shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- D. <u>Additional Requirements</u>. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- that is licensed to do business in Oregon. City alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. City's coverage shall be primary in the event of loss.
- E. <u>Certificate of Insurance</u>. Upon District request, City shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District

request. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days prior written notice from City or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to City's services provided under this Contract. If requested by District, City shall also provide complete copies of insurance policies to District.

- F. <u>Self-Insured Agencies</u>. If City is self-insured in full or in part, City shall submit proof of self-insurance coverage equal to or better than the insurance coverages required in this section.
- 9. <u>Notices; Contacts</u>. Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received two hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

The City:
City of Tualatin
Attn: Chief of Police
8650 SW Tualatin Rd.
Tualatin, OR 97062
The District:
Tigard-Tualatin School District
Attn: Superintendent
6960 SW Sandburg St.
Tigard, OR 97062

10. <u>Control of Personnel</u>. The City is the SRO's sole employer. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City. Allegations of misconduct shall be investigated in accordance with City's Policy and Procedures. The City will be responsible for liabilities for salaries, wages, any other compensation or benefits, injury, or sickness arising from performance of the law enforcement services provided by the SRO.

11. General Provisions.

A. <u>Oregon Law and Forum</u>. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of

Oregon and the ordinances of the City without giving effect to the conflict of law provisions thereof. Any claim between City and District 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 shall this section be construed as a waiver by the City or the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- B. <u>Compliance with Applicable Law</u>. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. <u>Non-Exclusive Rights and Remedies</u>. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records. District and City shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. District and City shall maintain all financial records in accordance with generally accepted accounting principles. The District and the city shall maintain other Records to the extent necessary to reflect actions taken and consistent with the applicable public records retention requirement. Subject to any requirements or limitations as described in Section 11.P of this Agreement, during this record retention period, District shall permit the City's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying. During this record retention period, City shall permit the District's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. <u>Debt Limitation</u>. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. <u>Severability</u>. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. <u>Integration, Amendment and Waiver</u>. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. 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 shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. <u>Interpretation</u>. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. <u>Independent Contractor</u>. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, joint employer or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. <u>No Third-Party Beneficiary</u>. District and City 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. <u>Counterparts</u>. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. <u>Survival</u>. All provisions in Sections 5, 7, and 11 (A), (C), (D), (E), (F), (G), (I), (J), (L), (Q), and (R) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. <u>Necessary Acts</u>. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. <u>Time Is of the Essence</u>. District agrees that time is of the essence in the performance this Agreement.
- O. <u>Force Majeure</u>. Neither District nor City shall be held responsible for delay or default caused by events outside of the District or City's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- P. <u>FERPA</u>. As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, City shall not disclose any information or records regarding students or their families that City may learn or obtain in the course and scope of its

performance of this Agreement. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement.

Q. <u>No Attorney Fees</u>. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorney fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by as of the dates set forth below.

City of Tualatin	Tigard – Tualatin School District No. 23J	
By:	By:	
Name:	Name: Jessica Seay	
Its:	Its: Chief Financial Officer	
Date:	Date: 8/15/25	

EXHIBIT A SCOPE OF SERVICES

The purpose of this exhibit is to identify services provided by the City to the District and the responsibilities of each party related to School Resource Officers.

1. The Parties agree as follows:

- a. The Tualatin Police Department's School Resource Officer Program will strive to enhance public safety through community policing within the schools, including crime prevention, enforcement of laws on school grounds, education and role modeling.
- b. The City shall provide a minimum of two (2) School Resource Officers (SRO) to be assigned to service District schools within the city limits of Tualatin. All SROs shall be sworn employees of the Tualatin Police Department.
- c. The Tualatin SRO's primary assignments will be Tualatin High School, Hazelbrook Middle School, Byrom Elementary School, Bridgeport Elementary School, Tualatin Elementary School, and any future District school site that falls within the Tualatin Police Department jurisdiction.
- d. The SRO's schedule will be developed by a Tualatin Police Department supervisor to address the needs of the SRO unit and the schools they serve.
- e. The SRO will work in cooperation with all school personnel students, parents, and community members to accomplish the Tualatin Police Department's mission.
- f. The school principals and the Police supervisor of the. SRO unit shall coordinate activities and meetings related to the SROs in the schools. The following priorities will guide the activities of the SRO:
 - Police presence, crime prevention and enforcement of laws. To create and maintain a feeling of safety and security for the benefit of all students and staff and to deter crime and violence on all school grounds through police presence and enforcement of the law.
 - ii. Education and positive contact. To create and maintain educational opportunities for all students and staff which in turn creates a positive image of law enforcement.
 - iii. Student and staff assistance. To become and remain a resource for all students and staff. To that end the SRO will be available for special event security as necessary.
- g. The District shall make every effort to provide the SROs with a private work area containing a desk, computer, and telephone within the High School and Middle School
- h. As part of the ongoing partnership between the City and District, each agrees to allow the other the use of any facilities as available for meetings, training, community events or other use as agreed upon by the parties, subject to each entity's facilities use policies and procedures.
- i. The cost of specialized training shall be shared by mutual agreement between the City and the District on a case-by-case basis.
- j. All equipment supplied by the District shall remain the property of the District; all equipment supplied by the City shall remain the property of the City.
- k. At the direction of District, City will immediately remove any SRO from all District premises where District determines, in its sole discretion that removal of such employee would be in the best interests of District.

City will assign School Resource Officer to attend scheduled Student Threat Assessment
and Sexual Assault Incident Response meetings and emergency meetings if deemed
necessary. In some circumstances, the School Resource Officer will attend meetings on
an "as needed" basis. The meetings are to provide guidance and resources concerning
student behavior that may jeopardize the health and safety of school personnel, students,
and the community.

New Responsibilities of Each Party Identified during the Community Process

2. District responsibilities.

- a. Include SROs in building level and district level trainings for equity, trauma informed practices, culturally responsive leadership, and restorative practices
- b. Include school resource officers in collaboration efforts around psychological, social emotional well-being and physical health and safety for TTSD students, staff, and families
- c. Participate in cross organizational training to better partner for school safety
- d. Include SROs in meetings around multi-systems of support and provide data about student outcomes and needs.
- e. Work with Tualatin Police Departments to introduce School Resource Officers (SRO) and help inform their role and the new structure and framework of partnership to staff, students, families, and community members.
 - i. This can be co-constructed with work group members throughout the year.
 - ii. Include community events quarterly at the district level that focus on listening sessions, information sessions, and questions and answering sessions with broader Tigard-Tualatin Community.
 - iii. Create space for families locally to meet School Resource Officers.
 - iv. Administrators will have a plan to include SROs in certain staff meetings, community events, and conferences and beginning of the year introductions and onboarding events chosen by the district.
 - v. Work to help facilitate opportunities for relationship development across historically underserved communities including staff, students, and families.
 - vi. Facilitate spaces for critical conversations around historical and sociopolitical context locally and nationally.
 - vii. Include School Resource Officers in Broad Communication to the community.

3. City responsibilities.

- a. Provide information regarding Drug and Alcohol prevention.
- b. Provide information about evolution and reasoning for uniform, gear, and weapons.
- c. Provide information about rights of students and families when faced with legal situations.

- d. Provide summarized data about referrals and arrests and other pertinent information for the community to know and understand annually.
- e. Provide information about how SROs keep school communities and local communities safe centered on culturally and community responsiveness stance
- f. Provide services in creating positive relationships with historically underserved communities including but not limited to students of color, students in foster care, and students with varying abilities.
- g. Provide data about prevention efforts including but not limited to data about community relationship development and builders, consultation time for incidence responses, partnership with administrators, special education departments, student services department, and equity and inclusion department.
- h. Participate in 1-2 community events monthly directly related to serving, informing, and building relationships with historically underserved communities (i.e. affinity and alliance groups, students navigating housing insecurities, and leadership groups that work to prevent and educate about impacts of drug and alcohol).

4. Joint responsibilities.

- a. The SRO program shall be evaluated annually. As part of the continuous improvement plan as reviewed by an SRO Task Force (representative of stakeholders that will include city partners, students, families, and community partners).
- b. Including staff and student representatives shall be a part of the SRO selection process.
- c. Ongoing training in conjunction with school staff. This would be on relevant subjects such as the anti-racist policy, DEI initiatives.
- d. Work to create a framework for Restorative Justice and Incidence Response to ensure the concerted effort to effectively keep students out of the criminal justice system and foster positive relationships with students with intentional focus on those historically underserved.
- e. Create, develop, and monitor continuous improvement plans centered around District Priorities with an equity lens.
- f. Preserve safe spaces for students and families.

EXHIBIT B COMPENSATION

- 1. The City shall pay the costs of selection, salary, benefits, vehicle, and equipment for a minimum of two (2) SROs. The District shall provide funding to offset approximately 75% of the costs of the most senior SRO including benefits and overtime for nine months of the year. The District's funding shall not exceed \$135,000 for the period July 1, 2025 through June 30, 2026 unless otherwise agreed upon by both Parties.
- 2. The District shall reimburse the City for 100% of compensation and related payroll costs attributed to overtime paid to uniformed personnel attending District events such as board meetings on an on-call basis, in order to enhance public safety. The City shall itemize the overtime under this Agreement separately on the monthly invoice addressed in Section "4" of the Agreement. Fulfillment of overtime requests from the District are subject to officer availability at the City's discretion.



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: August 25, 2025

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:

In accordance with Council Rule 7E(1), the CCAA met and interviewed community members interested in participating on City advisory committees. The Committee recommends appointments of the following individuals:

Individuals	Board	Term
Skip Stanaway	Architectural Review Board	Term Expiring 6/30/27
Justin Lindley	Planning Commission	Term Expiring 8/31/28
Allan Parachini	Planning Commission	Term Expiring 8/31/28
Emy Loanzon	Library Advisory Committee	Term Expiring 10/31/26