



TUALATIN CITY COUNCIL MEETING

MONDAY, JANUARY 25, 2021

JUANITA POHL CENTER
8513 SW TUALATIN ROAD
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, January 11. 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. 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

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

Council will review the agenda for the January 25th City Council meeting and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Moment of silence for those who have lost their lives to COVID-19

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 City Council Work Session and Regular Meeting Minutes of January 11, 2020
2. Consideration of **Resolution No. 5337-21** Authorizing the City Manager to Execute an Amendment to a Professional Services Agreement with Murraysmith, Inc for the Tualatin Moving Forward Bond Program
3. Consideration of **Resolution No. 5339-21** Authorizing the City Manager to Execute a Cellular Communications Site Lease with Spectrasite Communications, LLC.

Special Reports

1. Community Conversations on Police Use of Force Policies Report
2. Consideration of **Resolution No. 5338-21** Awarding the Contract for Construction of the Tualatin Public Library Makerspace Project, and Authorizing the City Manager to Execute a Contract

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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

Resolution No:

Submitted By:

COVID-19 Victims and Survivors Memorial Day Resolution

WHEREAS, the first Monday in March, has been designated as COVID-19 Victims and Survivors Memorial Day; and

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person and has spread across the world, creating a global pandemic that is having catastrophic effects on human life, our community, and our economy; and

WHEREAS, To mitigate the spread of COVID-19, observance of public health orders to social distance and stay at home have created challenges for small businesses, workers, and schools which are working to comply with limited resources; and

WHEREAS, School districts, teachers, students, and parents are grappling with the challenges of distance learning and working to prevent any potential learning loss due to not being in-person; and

WHEREAS, In the absence of adequate federal guidance, local and state governments, health departments, and public servants have taken bold actions to protect residents, support struggling local economies, and find innovative ways to provide services; and

WHEREAS, In response to rapid spread of COVID-19 and stay-at-home orders, essential workers have stepped up to provide critical services to help protect our communities and save lives, sacrificing their own health and safety; and

WHEREAS, COVID-19 has had a disproportionate impact on low-income communities and communities of color, exacerbating inequities already prevalent in our systems that we must address as a nation; and

WHEREAS, The symptoms and severity of COVID-19 can vary dramatically by individual and the long-term health implications for survivors is largely unknown, as many survivors suffer with lingering side-effects of the disease long after they no longer test positive; and

WHEREAS, More than number at time of adoption people worldwide and number at time of adoption in the United States have lost their lives due to COVID-19, and, in jurisdiction/city/state alone, more than number at time of adoption lives have been lost to this deadly virus; and

WHEREAS, Each life lost to COVID-19 mattered and leaves a hole in the hearts of loved ones, family members, and surrounding community; and

WHEREAS, Public health guidance and policies targeted at prevention, such as social distancing, wearing masks in public, and staying home help mitigate the spread of COVID-19, prevent illness, and lessen the burden on individuals and society,

NOW, THEREFORE, BE IT RESOLVED the United States Conference of Mayors supports the designation of the first Monday in March as “COVID-19 Memorial Day”, in remembrance of those who have lost their lives and in honor of those who continue to suffer from the impact of this virus,

BE IT FURTHER RESOLVED the United States Conference of Mayors urges cities to individually designate the first Monday in March as “COVID-19 Memorial Day”, in remembrance of those who have lost their lives and in honor of those who continue to suffer from the impact of this virus and to commemorate them in an appropriate manner each year on that day.

BE IT FURTHER RESOLVED the United States Conference of Mayors urges cities to continue taking preventative measures such as social distancing and following public health orders to mitigate spread of this virus, in tribute to essential workers and those who rose in service to protect the public.

Projected Cost: None

Honorable Governor Kate Brown,

As COVID-19 continues to wreak havoc on the public and economic health of our communities, we are writing to express hope and request your urgent help. We appreciate your administration's efforts in battling COVID-19, and we also respectfully request that you do more. On behalf of the 1,800 small businesses, 30,000 residents, and nearly 51,000 workers that we are privileged to represent, we want to highlight the urgent and complex issue of economic re-entry for those businesses primarily affected by the current health regulations. The City agrees that public health is of utmost importance, but economic health is vital for our community to thrive. While all businesses are currently struggling, the hospitality and entertainment industries have been heavily impacted, having to adjust to changes in public health requirements and changes in public behavior. This has been a tremendous burden, especially for small businesses without the resources to continuously adjust operations from week-to-week or month-to-month. These businesses need to have the ability to plan for the long-term for the benefit of their employees and ensure the recovery of their businesses.

The City asks you to work with Oregon OSHA and the Oregon Health Authority to look for ways to ease the burden on businesses, particularly "Indoor Drinking Establishments," "Indoor Recreation and Fitness Centers," and "Indoor Entertainment Establishments" by allowing these businesses to operate in a safe, but predictable manner.

To that end, the City asks for your support and advocacy for the following:

- 1.) Collaborating with public health officials to develop a protocol for the safe re-opening of all small business establishments during periods of "Extreme Risk," as defined by the Oregon Health Authority, similar to efforts in the State of Washington; and
- 2.) Introduce or support legislation in the 2021 session that establishes the rules promulgated by Oregon OSHA and other agencies as the standard of care in lawsuits alleging damages against business owners for COVID-related injuries and providing complete protection from liability for those businesses that adhere to the standard of care; and
- 3.) Introduce or support legislation providing additional financial relief, both short and long-term, for those small businesses whose operations have been most severely impacted (*e.g.*, Eating and Drinking Establishments, Indoor Recreation and Fitness Establishments, and Indoor Entertainment Establishments).

If given the chance, the City of Tualatin believes that our small businesses, which embody the Oregonian Way, will show the same vigor in mitigation as they did in March and November. These businesses can safely and adequately follow required guidelines to protect public health and should be given the opportunity to succeed. We urge you to support efforts to provide all businesses the opportunity to protect public health and create economic vitality.

We want to thank your administration for our hearing our concerns and requests.



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: January 25, 2021

SUBJECT:

Consideration of Approval of the City Council Work Session and Regular Meeting Minutes of January 11, 2020

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of January 11, 2020
- City Council Regular Meeting Minutes of January 11, 2020



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION FOR JANUARY 11, 2021

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

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

1. Public Meetings – a Briefing.

City Attorney Sean Brady presented an informational briefing on public meetings. He covered topics including public meeting types, requirements of public meeting laws, serial meetings, information gatherings, and tips to avoid violations.

2. Sewer and Stormwater Rates.

Finance Director Don Hudson presented on sewer and stormwater rates. He stated Clean Water Services decided to not raise rates in July 2020 so the city followed suite and paused rate increases at that time and decided to re-evaluate in January 2021. He stated the Clean Water Services Board met again and decided to not raise rates. When Council last discussed in December they requested a presentation on potential impacts moving forward. Director Hudson stated staff evaluated rates based off the city's master plans. He stated the sewer fund beginning balances were higher than estimated and the capital projects in that fund have been adapted and modified. Director Hudson stated with the balances to date he is comfortable waiting until July 1 to do a rate increase as there won't be a need to propose a higher rate than originally projected in the master plan.

Councilor consensus was reached to postpone rate increase discussions until July.

3. City Council Committee Assignments.

The Council discussed committee assignments and assigned members.

4. Council Meeting Agenda Review, Communications & Roundtable.

Councilor Hillier invited everyone to take the Tualatin Together survey available on their website.

Councilor Pratt stated she attended the CIO President's meeting, the West Linn and Wilsonville hearing about potential construction of a storage unit behind the school, met with West Linn and Lake Oswego regarding the third party IGA, the Council Committee on Advisory Appointments meeting, and the swearing in ceremony.

Councilor Brooks stated the Local Implementation Planning Committee for the Metro Housing Bond just finished the first draft proposal. She stated application review is beginning for the Policy Advisory Board.

Councilor Reyes stated she attended the Council Committee on Advisory Appointments meeting and the Washington County Consolidated Coordinating Committee meeting.

Mayor Bubenik stated he presented "The Year That Was" to the Tualatin Rotary.

Mayor Bubenik adjourned the meeting at 6:41 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JANUARY 11, 2021

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

Call to Order

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

Moment of silence for those who have lost their lives to COVID-19

Announcements

1. Council President Selection

Motion to nominate Councilor Grimes as Council President made by Councilor Pratt, Seconded by Councilor Brooks.

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

MOTION PASSED

2. Introduction of Metro Councilor Gerritt Rosenthal

Metro Councilor Gerrit Rosenthal introduced himself to the Council.

3. Tualatin Youth Advisory Council Update and Recap of 2020 Activities

Youth Advisory Council (YAC) Members presented their 2020 Year in Review. Members recapped their attendance at the National League of Cities Conference in March. After the conference the committee went on hiatus due to the coronavirus until this last month. Upon return the YAC created a Black Lives Member Solidarity statement that they shared. The committee is currently reviewing 10 new member applications, brainstorming ideas for new projects, and plan to attend the virtual Oregon Youth Summit next month.

Public Comment

Tualatin Chamber of Commerce Director Linda Moholt presented a letter from their Business Advocacy Council urging the council to help save Tualatin's locally owned small businesses.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the City Council Work Session and Regular Meeting Minutes of December 14, 2020
2. Consideration of **Resolution No. 5332-21** Accepting 2019 Urban Areas Securities Initiative Grant Funds to Support the Tualatin Community Emergency Response Team
3. Consideration of **Resolution No. 5333-21** Authorizing Network Equipment, Design, Materials, and Installation Purchase through an Interstate Cooperative Procurement
4. Consideration of **Resolution No. 5334-21** Authorizing the City Manager to Execute a Grant Agreement for a Metro Area Communications Commission Grant; and Appropriating Special Purpose Revenues in the City's General Fund During the FY 2020-21 Budget
5. Consideration of **Resolution No. 5335-21** Awarding the Contract for Construction of the Tualatin Commons Fountain Renovation Project, and Authorizing the City Manager to Execute a Contract
6. Consideration of **Resolution No. 5336-21** Authorizing the City of Tualatin to Enter into a Memorandum of Understanding with National Parks and Recreation Association (NRPA)

General Business

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

Councilor Brooks presented the recommended appointments for the Core Area Parking District Board and the Budget Advisory Committee. She thanked all applicants for applying.

Motion to approve committee recommendations made by Councilor Brooks, Seconded by Councilor Reyes.

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

MOTION PASSED

2. Consideration of Stoneridge Park Redesign Report

Parks and Recreation Director Ross Hoover and Rich Mueller presented the Stoneridge Park redesign. Director Hoover presented background on the park. Manager Mueller stated a site assessment was done to look at opportunities for the park. He stated a bilingual public engagement process was important for this project and included park open houses, online surveys, and virtual focus group meetings. Director Hoover shared desired park amenities for the area including a water feature, basketball court, walking paths, picnic tables, play structures, and public art. He presented two design options. Manager Mueller stated Option A goes partly into the adjacent property and would require an easement from the apartment complex. He noted the property owners are amenable to the easement. Director Hoover stated from the survey Option A is the preferred community design. Manager Mueller stated next steps include securing funding opportunities, design refinement, and construction. He stated no timeline is in place as of now until funding is secured.

Councilor Pratt asked what the security concerns were from the community in regards to the park. Director Hoover stated those concerns can be addressed by illuminating the space with additional lighting.

Councilor Brooks was excited to see the creative use of an easement for this park.

Councilor Brooks asked about density in the area compared to other parks. Director Hoover stated this is the highest density of Spanish speakers in Tualatin.

Councilor Sacco stated she appreciated staff including all of the comments from the community in the packet so she could get a sense of what they feel the space is now and what it can be.

Councilor Reyes asked if there was something in Option A that made it the preferred option. Manager Mueller stated through the public process features were refined and that is how Option A was established.

Councilor Reyes asked how this will be financed. Director Hoover stated park grants are typically funded through the Oregon Lottery, noting the pandemic has had an effect on that funding. He stated he believes this project is a highly competitive project for the Metro Bond.

Councilor Reyes asked how staff plans to maintain the relationships that were built during this research while awaiting funding. Manager Mueller stated staff will keep engaging the neighborhood in different aspects such as park renaming.

Mayor Bubenik recommended staff look to leverage the Community Development Block Grant. Manager Mueller stated staff attended the grant workshop to position the city to apply.

Councilor Reyes asked what the cost will be to build the proposed option. Manager Mueller stated it is estimated at \$2.75 million.

Motion to accept the Stoneridge Park Redesign report made by Councilor Pratt, Seconded by Councilor Reyes.

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

MOTION PASSED

Council Communications

Councilor Brooks encouraged community members to sign up for the Regional Water Consortium newsletter.

Mayor Bubenik read the statement put out by the Metro Mayor's Consortium regarding the incident at the US Capital.

Adjournment

Mayor Bubenik adjourned the meeting at 8:48 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kelsey Lewis, Deputy Program Manager/ Management Analyst II
Jeff Fuchs, Public Works Director

DATE: 1/25/2021

SUBJECT:

Consideration of Resolution 5337-21 authorizing amendment to a personal services agreement with Murraysmith, Inc. for the Tualatin Moving Forward bond program and authorizing the City Manager to execute the amendment.

RECOMMENDATION:

Staff recommends that Council approve the resolution to allow the City Manager to execute a contract amendment with Murraysmith, Inc. to continue delivering services for the Tualatin Moving Forward Transportation Bond Program.

EXECUTIVE SUMMARY:

In May 2018, Tualatin voters approved a bond-financed transportation improvement program called Tualatin Moving Forward to deliver approximately \$20 million in transportation improvements that address congestion relief, neighborhood safety, and safe access to schools in five years. The contract with Murraysmith funds planning, engineering, design, and construction support services for these bond-funded transportation projects.

This contract amendment is an extension of the original contract to fund engineering services for the second half of bond projects that voters approved in 2018.

The original Master Services Agreement was awarded in December 2018 to account for all engineering services that would likely be needed to deliver the program. We initially authorized budget to cover roughly the first half of the bond program.

As of today, fourteen projects have been completed and eight more are underway. Now that we are roughly half way through the program, we have more information about costs for public engagement, engineering, and construction support services need to complete the bond program.

FINANCIAL IMPLICATIONS:

Funds for this contract in the amount of \$3,000,000 are available in the Transportation Project Fund (Tualatin Moving Forward Bond).

ATTACHMENTS:

- Resolution 5337-21

RESOLUTION NO. 5337-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC FOR THE TUALATIN MOVING FORWARD BOND PROGRAM

WHEREAS, in 2018, the City conducted a competitive procurement process for program delivery services for the Tualatin Moving Forward Bond Program and selected Murraysmith, Inc. as the provider;

WHEREAS, the City is half-way through the five-year program and needs to amend the contract to complete program delivery services for the remaining bond projects; and

WHEREAS, funds are available for this program in the Transportation Project 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 an amendment to the contract with Murraysmith, Inc. for Program Delivery Services for the Tualatin Moving Forward Bond Program to increase the contract price by an additional \$3,000,000.00.

Section 2. 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 3. This resolution is effective upon adoption.

Adopted by the City Council this 25th day of January, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Bates Russell, Information and Maintenance Services Director
Sean Brady, City Attorney

DATE: January 25th, 2021

SUBJECT:

Consideration of **Resolution No. 5339-21** authorizing the city manager to execute a cellular communications site lease with Spectrasite Communications, LLC.

RECOMMENDATION:

Staff recommends approval of Resolution 5339-21.

EXECUTIVE SUMMARY:

The city leases a portion of land on the Operations Center property used as a cellular tower. This has existed in place since March 13th, 2000. The current contract has expired and a new 20-year contract. The land continues to not be needed for any alternative public purpose.

OUTCOMES OF DECISION:

Approval of Resolution No. 5339-21 authorizes the city manager to execute the attached Cellular Communications Site Lease with Spectrasite Communications, LLC, which is attached as Attachment A.

FINANCIAL IMPLICATIONS:

This leased site will provide financial benefit to the City's general fund with built in annual increases to the leased amount.

ATTACHMENTS:

Resolution No. 5339-21

RESOLUTION NO. 5339-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CELLULAR COMMUNICATIONS SITE LEASE WITH SPECTRASITE COMMUNICATIONS, LLC.

WHEREAS, the City has leased a portion of the City Operation Center property to Spectrasite Communications, LLC, or its predecessor in interest, since March 13, 2000, for use as a cell tower site.

WHEREAS, the previous Lease had expired and the parties negotiated a successor Lease;

WHEREAS, pursuant to ORS 271.310 and its Home Rule authority, the City may lease its property for a period not to exceed 99 years; and

WHEREAS, under ORS 271.310, the City finds property subject to the Lease is currently not needed for a public purpose and the public interest is furthered by executing a new Lease.

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 the attached Cellular Communications Site Lease with Spectrasite Communications, LLC, which is attached as Attachment A.

Section 2. This City Manager is authorized to make administrative amendments to the Lease Agreement when in the City's best interest.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this ____ day of _____, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

CELLULAR COMMUNICATIONS SITE LEASE

THIS LEASE (this "Lease") is by and between the City of Tualatin ("Landlord") as lessor, and SpectraSite Communications, LLC, a Delaware limited liability company, ("Tenant") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

WHEREAS, Landlord owns the property located at 10699 SW Herman Road, Tualatin, Oregon, 97062 (the "Property"); and

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) previously entered into a Communication Site Lease Agreement, dated March 13, 2000, which is to expire on March 31, 2020 (the "Expiring Lease"); and

WHEREAS, Landlord and Tenant wish to enter into a new lease to allow Tenant to continue to use a portion of the Property for a wireless communications facility, including the placement of antennas, lines and cables on the Property, with the accompanying electronic equipment cabinets to be placed on the ground nearby; and

WHEREAS, as a result Tenant wishes to lease from Landlord approximately 3,600 square feet of the Property for the continued placement of Tenant's wireless facility, electronic equipment cabinets and the right to so place its antennas, lines and cables, together with a non-exclusive right of access for utilities and ingress and egress for access (the "Premises"), described, along with the Property, in Exhibit A which is attached;

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. **Term.** The initial term of this Lease is five (5) years commencing on April 1, 2020 (the "Commencement Date") and terminating at midnight on the last day of the term (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).
2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Tenant must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

3. Rent and One-Time Payment

(a) Rent. Tenant must pay Landlord, as rent, Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month for the first year of the Initial Term of this Lease (the "Rent"). Beginning on the first annual anniversary of the Commencement Date, and on each annual anniversary thereafter (including during "Renewal Terms", as defined below), the Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current Rent. Any Rent not paid within 10 days of the due date is assessed a 5% late fee and interest at 2% per month or (if less) at the highest rate allowed by law. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below Rent is prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent is immediately refunded to Tenant.

(b) One-Time Payment. Tenant must pay Landlord a one-time payment of Twenty Thousand Dollars (\$20,000) payable within thirty (30) days of the Effective date. Tenant and Landlord will execute and sign an original recordable memorandum of lease within thirty (30) days of the Effective Date.

4. Revenue Share. Tenant must pay Landlord fifteen percent (15%) of any rents received by Tenant under any sublease, license, or other collocation agreement for the use of any portion of the Premises entered between Tenant and a third-party ("Collocation Fee"), as allowed under Section 7A. The Collocation Fee shall not apply to the two existing subleases that were executed before the Effective Date (as defined in Section 22(a)), or any amendments, modifications, extensions, renewals, and/or restatements to and/or of such existing agreements, and shall not apply in connection with any sublease, license or collocation agreement between Tenant and a third party if Landlord has entered into a separate agreement with such third party for ground space within the Property for which Landlord receives any consideration from such third party. The payment of the Collocation Fee is due within thirty (30) days of actual receipt by Tenant. In the event the agreement terminates between Tenant and a third-party, the obligation of Tenant to pay the Collocation Fee to Landlord shall also terminate. Landlord acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses, or collocation agreements for occupancy of the Premises, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to Landlord under this Section.

5. Renewal. Tenant may extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term is on the same terms and conditions as set forth herein, with Rent continuing to increase and compound by three percent (3%) per year. Each Renewal Term will commence automatically, unless (i) Tenant sends written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term of Tenant's intent not to renew the Lease for the next Renewal Term, or (ii) Landlord sends written notice to Tenant at least one hundred eighty (180) days prior to the expiration of the first Renewal Term on April 30, 2030 of Landlord's intent not to renew the Leased for the next Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, is construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent under Section 4 and/or Section 5 will be at

two hundred percent (200%) the amount set forth therein, prorated and paid monthly in advance.

6. Interference, Testing and Reservation.

(a) Except as allowed by this Lease, Tenant must not use the Premises or Antennas (as defined below) in any way which interferes with the use of any portion of the Property by Landlord. Similarly, Landlord must not use, nor may Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Tenant, except as provided in this Lease. Such interference shall be deemed a material breach by the interfering Party, who must, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party has the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

(b) The Property is in use and will be during the Term for municipal purposes. Tenant understands that the municipal use of the Property is primary to Tenant's use of the Premises. If required for the operation, use, maintenance, repair or replacement of any municipal use, Tenant must, upon prior written notice, temporarily cease or modify its operations on the Premises as directed by Landlord, in order to protect the health, safety and welfare of workers or other persons on the Premises, or to facilitate a needed municipal use. In particular, upon prior written notice Tenant must temporarily cease or modify its operation of the Electronic Equipment (as defined below) and the Antennas (as defined below) to the extent necessary to prevent exposure exceeding Federal Exposure Limits (as defined below) whenever Landlord or its contractors, employees or agents engaged in such municipal use will be working on or near where Tenant's antennas are mounted. Landlord will diligently work with Tenant to reduce any impacts to Tenant's use, including seeking other temporary locations for Tenant's use on the Premises, if needed.

(c) Tenant shall operate its facilities in a manner that will not cause interference to municipal use by Landlord or the Tualatin Valley Fire and Rescue, and Tenant shall not cause interference to Landlord's or Tualatin Valley Fire and Rescue's installations which predate that of Tenant, including such Tenant installations that occurred under the Expiring Lease. Both Landlord and Tenant are allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Premises, Electronic Equipment and/or Antennas (as defined below) will interfere with Landlord's or Tualatin Valley Fire and Rescue's current or proposed municipal use of the Property. In the event that such a study indicates that Tenant's use will or potentially will interfere with Landlord's or Tualatin Valley Fire and Rescue's current or proposed municipal use of the Property, Tenant has ninety (90) days after receipt of written notice from Landlord to remedy the interference to Landlord's satisfaction, and Landlord will work in good faith with Tenant to resolve the interference. If the problem is not so remedied in ninety (90) days, then Landlord may require Tenant, at Tenant's full expense, to power down Tenant's Electronic Equipment and/or Antennas (as defined below) so as to remove or minimize the interference, to the extent Landlord deems necessary. Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during such period.

(d) Landlord may, at its expense, perform tests as necessary to determine compliance of the Electronic Equipment and/or Antennas (as defined below) located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect ("Federal Exposure Limits").

(e) Tenant must install and maintain signs, in appropriate number, placement, language, color, form and substance and acceptable to Landlord (except as otherwise required by law), warning workers or other persons that for safety reasons they should not be there unless the Electronic Equipment and Antennas (as defined below) have been shut down. Among other places, such signs must be placed at places allowing access to roofs adjacent to the Antennas where radio frequency exposure may exceed Federal Exposure Limits.

(f) Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

7. Tenant Improvements; Utilities; Access.

(a) On the Premises, Tenant has the right, at its expense, to erect and maintain "Electronic Equipment" meaning improvements, personal property and facilities to operate its communications system (i) including a tower, radio receivers, transmitters, related facilities, equipment shelters and/or cabinets, related cables and utility lines and a location based system in accordance with and in compliance with Exhibit B. Tenant also has the right, at its expense, to erect and maintain antennas, cables (connecting the antennas to the Electronic Equipment) and cable trays (such antennas, cables and cable trays collectively referred to as "Antennas") on the Premises in accordance with Exhibit B.

Exhibit A contains a legal description of the Premises (including Rights of Access); Exhibit B contains a site plan which sets forth all improvements in place on the Premises and which are hereby approved by Landlord, including Antennas, any ice bridge, equipment cabinets, utility boxes, fences, walls, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets and parking and, if applicable within the site plan, any fence and wall detail.

(b) Prior to commencing construction of additional improvements beyond those identified in Exhibit B, Tenant must submit plans and specifications for all such improvements to Landlord for Landlord's written approval, not to be unreasonably withheld (this standard means approval is deemed to have occurred if there is no response within 20 business days of submittal). Improvements, construction, installations, or alterations must not be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued. Notwithstanding anything to the contrary contained herein Section 7, in the event of an emergency that requires immediate assistance, Tenant shall be able to conduct repairs, replacements and installations without Landlord's consent provided Tenant provides prior notice to Landlord of such.

(c) Tenant has the right to alter, replace, enhance or upgrade the Electronic Equipment and/or Antennas at any time during the term of this Lease to the extent that such changes do not differ from Exhibit B. Any changes from Exhibit B requires Landlord's written approval, and such approval must not be unreasonably withheld.

(d) Tenant must cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant must discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.

(e) Landlord acknowledges that except for Tenant's non-compliance with this Lease it must not interfere with Tenant's construction on the Premises including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antennas and/or Electronic Equipment.

(f) Tenant, at its expense, must use any and all appropriate means of restricting access to the Electronic Equipment, including the construction of a permanent fence or wall if and as set forth on Exhibit B, and if necessary, a temporary fence during construction.

(g) Tenant must, at Tenant's expense, keep and maintain the Antennas and Electronic Equipment now or hereafter located on the Premises in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Within ninety (90) days after the termination or expiration of this Lease ("Removal Period"), Tenant at its expense must remove the Antennas and Electronic Equipment and then must restore and return the Premises to Landlord in the same condition as they were prior to this Lease, reasonable wear and tear excepted, including Tenant removing footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade. During the Removal Period, Tenant must pay Landlord the Rent under Section 4 and/or Section 5 at two hundred percent (200%) the amount set forth therein, prorated and paid monthly in advance.

Any personal property, equipment or other improvements which are not removed prior to the expiration of the Removal Period following termination of this Lease shall be deemed abandoned and shall become the property of Landlord, at Landlord's option. Within thirty (30) days after receipt of a written request from Landlord following the expiration of the Lease, Tenant must execute a quitclaim deed to Landlord quitclaiming any and all interest in the Premises. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder must continue until Tenant has complied with this subsection (g).

(h) Tenant has the right to install utility lines serving the Premises and to improve the present utilities on the Premises, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant must install separate meters for utilities on the Premises used by Tenant. Tenant must pay when due all charges for utilities serving the Premises during the Term of the Lease.

(i) Landlord hereby grants Tenant a right in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the

Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and the Antennas at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Right of Access"). The Right of Access and their legal description are shown on Exhibit A attached hereto. The Right of Access is non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Right of Access and any roads or roadways located thereon. The Right of Access has the same term as this Lease.

(j) Tenant has 24-hours-a-day, 7-days-a-week access to the Premises and Antennas ("Access") at all times during the Initial Term of this Lease and any Renewal Term. Landlord and its agents has the right to examine the Antennas and to enter the Premises at reasonable times upon at least forty-eight (48) hours prior written notice to Tenant to examine and inspect the Electronic Equipment and the Premises; however, Tenant shall have the right to have a representative present and Landlord, its employees or agents must not unreasonably impede or deny Access to Tenant, its employees or agents. In the event that Landlord must limit or prohibit Access, or otherwise require the shutting down of Tenant's services in accordance with this Lease, Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs. Notwithstanding anything in this Lease to the contrary, Landlord has the right to exclude Tenant during any locally declared emergency which requires such measures.

(k) Except for emergency repairs, prior to Tenant commencing construction on the Premises, Tenant must provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld, delayed or conditioned upon additional consideration.

(l) Tenant must, prior to commencing any construction on the Premises, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond will expire after the completion of the lien filing period. Notwithstanding the foregoing, this Section (l) shall not be applicable for routine maintenance of the Premises and/or Antennas. Tenant must, following completion of construction, post a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Electronic Equipment and Antennas.

(m) Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by Section 6(f), law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant must reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

(n) Tenant must, at its own expense, maintain the Premises and Antennas and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant must keep the Premises and Antennas free of debris and anything of

a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(o) Notwithstanding any provision in this Lease to the contrary, Landlord has the right, at any time (and from time to time) during the Term of this Lease, to require Tenant to relocate the Electronic Equipment and/or Antennas, or any portion of them, at Landlord's expense, to another location suitable for Tenant's use, provided such relocation does not interrupt Tenant's daily operation of its equipment and provides for use of and access to such new location in the same or similar manner as Tenant enjoys at the current location. Tenant shall be given at least 360 days' prior written notice of such relocation along with a survey and legal description depicting such new location and must fully cooperate in such relocation provided it is performed in accordance with the requirements of this Section, and Landlord must reimburse all Tenant's costs associated therewith. In addition, if requested by Tenant, Landlord shall conduct a Phase 1 environmental survey, at Tenant's expense, of the proposed relocation area(s). Tenant however shall have the right to deny approval of the relocation where a Phase 1 environmental survey indicates a violation of any local, state or federal environmental law or regulation unless such violation is cured by Landlord prior to the relocation. Landlord must permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such relocation is complete. There is a fifty (50%) percent reduction in the then current Rent until the relocation of the Electronic Equipment and Antennas is complete.

(p) Tenant is allowed to place a permanent generator on the Premises. Tenant is allowed to place a battery powered backup power supply on the Premises. Tenant is allowed to place a temporary generator on the Premises during the duration of power outages.

7A. Use by Other Providers.

(a) The Antennas and Premises may only be used by one entity (Tenant) except as set forth in subsections (b) and (c) below.

(b) Tenant may sublease or otherwise allow use of the Premises by other providers of licensed or unlicensed telecommunications services ("Other Providers"), provided (i) no such sublease shall relieve or release Tenant from its obligations under this Lease, (ii) the Other Providers are subject to the terms of this Lease and (iii) such use or subleases must only be for uses permitted under Section 3 or for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term).

(c) Tenant and any Other Provider are responsible both for the cost of placing its antennas on the Premises and for any liabilities that arise from the Other Provider's use of the Premises.

(d) This Lease does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their antennas or communications facilities.

8. Termination. (a) Except as otherwise provided herein, this Lease may be terminated,

without any penalty or further liability as follows:

- (1) upon written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default within the cure period set forth in Section 9 below;
- (2) upon twelve (12) months written notice by Tenant if despite diligent effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any governmental approval necessary for the installation and/or operation of the Antennas and Electronic Equipment;
- (3) upon ninety (90) days' written notice by Tenant if destruction or damage to the Antennas or Electronic Equipment substantially and adversely affects their effective use; or
- (4) upon written notice by Tenant or Landlord at the time title, or the right to control or to occupy the Premises or Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Tenant's use. Landlord and Tenant must each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power is treated as a taking by condemnation.

(b) Within sixty (60) days after receipt of a written request from Landlord following the expiration of this Lease, Tenant must execute a quitclaim deed quitclaiming to Landlord any and all interest Tenant, its successors and assigns, may have in the Premises, including this Lease and all Rights of Access. If Tenant fails to deliver a quitclaim deed to Landlord as required above, Tenant must thereafter continue to pay Landlord rent at a rate of two hundred percent (200%) the rate specified in Section 4, per month prorated daily, until such time as the quitclaim deed is delivered to Landlord.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party has the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of sixty (60) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party.

(b) Tenant is in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within twenty (20) days after receipt of written notice from Landlord of such failure; (ii) abandons the Electronic Equipment or Antennas or vacates the Premises (abandonment shall be broadly construed to mean that neither Tenant nor its

sublessees has used the Leased Premises in any manner for one (1) year and thereafter fails to respond within thirty (30) days after receiving written notice from Landlord asserting such abandonment); (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.

(c) In the event of a default, Landlord has the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to declare this Lease at an end by written notice to Tenant and thereafter to re-enter the Premises and eject all persons there from, and Tenant must remove the Electronic Equipment and Antennas as required in Section 7(g) (and proceed as set forth in Section 8(b)) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination; (ii) the amount by which the unpaid Rent reserved for the balance of the Term exceeds the amount of such rental loss to Landlord that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease

(d) If suit is brought by Landlord for recovery of possession of the Premises, removal of the Antennas, removal of the Electronic Equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant must pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

(e). In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages is deemed to be Rent otherwise due and is added to the Rent and is due from the Tenant to Landlord on the first day of the month following Tenant's receipt of an invoice for the respective expenses.

10. Taxes.

Tenant must pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly attributable to the leasehold estate, presence or installation of the Tenant's Electronic Equipment or Antennas, or those of an Other Provider, or Tenant's (or an Other Provider's) presence or operations on the Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly or indirectly attributable to Tenant's installation, Landlord must provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 12 below.

11. Insurance, Subrogation and Indemnification.

(a) Tenant must provide commercial general liability insurance and pollution liability insurance in an aggregate amount of Five Million and no/100 Dollars (\$5,000,000) with a minimum combined single limit for each occurrence of Two Million Dollars (\$2,000,000); and statutory Worker's Compensation Insurance as required by law at a minimum of One Million and no/100 dollars (\$1,000,000); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. Landlord is listed as an additional insured on the commercial general liability and automobile liability policies and is provided with a certificate of insurance at the Effective Date of this Lease and subsequently within thirty (30) days after Tenant's receipt of a written request from Landlord, not more than once annually. Upon receipt of notice from its insurer(s), Lessee shall provide Lessor with thirty (30) days' prior written notice of cancellation of any required coverage. All insurance policies may be written with commercially reasonable deductibles but not with retainages.

(b) Tenant's contractors and subcontractors must provide at the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Electronic Equipment and Antennas. Upon completion of the installation of the Electronic Equipment and Antennas, Tenant must substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times is representative of the insurable values installed or constructed.

(c) Tenant must require that each and every one of its contractors and their subcontractors who perform work on the Premises or Property to carry, in full force and effect, workers' compensation, commercial general liability, and automobile liability insurance coverages of the type, with the restrictions, and in the amounts which Tenant is required to obtain under the terms of this Lease.

(d) The commercial general liability insurance and automobile liability policies required under this agreement must name Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, and agents as additional insureds (herein referred to as the "Additional Insureds").

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section is filed and maintained with Landlord annually during the Term of the Lease. Tenant must ensure that Landlord is notified at least thirty (30) days prior to any material reduction in available limits of coverage under the insurance policies described above.

(f) All insurance is effected under valid and enforceable policies, insured by insurers licensed and qualified to do business by the State of Oregon. All insurance carriers and surplus line carriers is rated A ("A") or better by A.M. Best Company.

(g) Landlord (if and to the extent allowed by law) and Tenant each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the indemnifying Party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying Party; (ii) a breach of any obligation of the indemnifying Party under this Lease; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the indemnified Party by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises by the indemnifying Party or the indemnifying Party's failure to comply with any federal, state or local statute, ordinance or regulation, except if and to the extent caused by the negligence, gross negligence or willful misconduct of the Party seeking such indemnification. Notwithstanding the preceding, Landlord must not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever to the extent arising directly out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Electronic Equipment, Antennas or Premises, and Tenant hereby agrees to indemnify and hold harmless the Landlord against and from any claim asserted or liability imposed upon the Landlord for such injury or damage.

(h) Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Premises except those created by the gross negligence or willful misconduct of Landlord or its employees or agents.

(i) Notwithstanding the foregoing, indemnification under this Section 11 and Section 14 must not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11(h) through (k) must survive the expiration or termination of this Lease.

(j) In the event any action or proceeding is brought against a Party by reason of any matter for which the Party is indemnified under Sections 11 or 14, the indemnifying Party must, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party must not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party must not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

12 Notices.

(a) All notices, requests, demands and other communications is in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Land Management
10 Presidential Way
Woburn, MA 01801

With a copy to:

Legal Dept.
116 Huntington Avenue
Boston, MA 02116

If to Landlord, to:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

With a copy to:

City of Tualatin
Maintenance Services
10699 SW Herman Rd.
Tualatin, Oregon 97062

(b) Notice for all operational and emergency contacts must initially be as follows. Landlord and Tenant must each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Land Management
Attn: Landlord Relations
10 Presidential Way
Woburn, MA 01801

Tenant Emergency Services contact:

Network Operations Center – 1-877-518-6937
Landlord Relations Department – 1-866-586-9377

If to Landlord, for general operational matters:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

Landlord Emergency Services contact:

City Main Line 503-692-2000
Maintenance Services 503-691-3099

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage,

lease, or other agreement binding on Landlord. Landlord covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof must not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, must not introduce or use any Hazardous Substance on the Property, Premises or Right of Access in violation of any applicable law. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it is interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Landlord may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Tenant's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees, except to the extent arising as a result of the negligence, gross negligence or willful misconduct of Landlord or its employees or agents. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 must survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant has the right to assign or otherwise transfer this Lease without the consent of Landlord to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services complying with IEEE 802.16, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Tenant at the time of the assignment. Upon notice to Landlord of such assignment, Tenant is relieved of all liabilities and obligations hereunder and Landlord must look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults.

(b) Any other assignment not undertaken under Section 15(a) requires the prior written consent of Landlord, not to be unreasonably withheld, delayed or conditioned. Tenant must provide the name and contact information of the entity to which the assignment was made. Upon written consent by Landlord to the assignment, Tenant is relieved of all liabilities and obligations

hereunder and Landlord must look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. Landlord may still hold Tenant liable under this Lease if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Tenant at the time of assignment.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Electronic Equipment and Antennas, and may assign this Lease and the Electronic Equipment and Antennas, to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord must execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees must not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice must not diminish Landlord's rights against Tenant, but must preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

(d) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., is deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee must upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment is paid to Landlord, is the exclusive property of Landlord, and must not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord is held in trust for the benefit of Landlord and be promptly paid to Landlord.

(e) Landlord may assign or transfer this lease, and, upon written notice to Tenant of such assignment, is relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in said Lease Agreement, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

16. Successors and Assigns. This Lease and the rights granted herein must run with the land, and is binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Electronic Equipment and Antennas or any portion thereof,

which is deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Electronic Equipment and Antennas as required by this Lease, then the waiver of lien rights is void.

18. Dispute Resolution.

(a) Except as otherwise provided in this Lease, any controversy between the Parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

(b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case of a Landlord which is a public body, the authority to recommend decisions to Landlord's Board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Landlord's Board or legislative body), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third Party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation is nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

(c) The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, is born equally by the Parties. Each Party's costs and expenses will be born by the Party incurring them.

19. Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant becomes a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and is treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, is subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

20. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act must then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Electronic Equipment, Antennas or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary Electronic Equipment on the Premises and such temporary Antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the

Property or ability to repair or restore the Premises or Property. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Premises and Property, upon completion of such repair or restoration, Tenant is obligated to repair or restore the Electronic Equipment and Antennas in accordance with the terms of this document.

21. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder must not waive such rights, but Landlord has the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease must not be deemed a waiver of such breach unless expressly set forth in writing.

22. Miscellaneous.

(a) The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

(b) Each Party agrees to furnish to the other, within twenty (20) days after receipt of a written request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease is in writing and executed by both Parties.

(d) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises or Property. The Memorandum of Lease may be recorded in place of this Lease by either Party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to use reasonable efforts to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith.

(e) This Lease is construed in accordance with the laws of the State of Oregon.

(f) If any term of this Lease is found to be void or invalid, such finding must not affect the remaining terms of this Lease, which must continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they is deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation must not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver is implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease is deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which is deemed an original, but all of which together must constitute a single instrument.

(i) All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(k) Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."

[Signature Pages To Follow.]

LANDLORD:

City of Tualatin

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT:

SpectraSite Communications, LLC
A Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit A – Legal Description of Premises

Exhibit B – Drawings of Wireless Facilities

Exhibit C – Memorandum of Lease

EXHIBIT A

LEASED PREMISES

EXHIBIT B

Drawings of Wireless Facilities

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between City of Tualatin, ("**Landlord**") as lessor, and SpectraSite Communications, LLC, a Delaware limited liability company ("**Tenant**") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"). Landlord and Tenant entered into that certain Cellular Communications Site Lease dated on or about the date of this Memorandum (the "**Lease**"). Under the Lease, Tenant is leasing approximately 3,600 square feet of the Property for the placement of Tenant's wireless facility, together with a non-exclusive right of access for utilities and ingress and egress for access (the "**Premises**"), described, along with the Property, in Exhibit A which is attached.
2. **Expiration Date.** The Lease is a 5-year lease, with three additional 5-year renewing terms. Unless terminated sooner as provided in the Lease, the final renewing term expires on **March 31, 2040.**
3. **Effect/Miscellaneous.** This Memorandum is for information purpose only and not a complete summary of the terms, provisions and conditions contained in the Lease. The Memorandum has no legal effect with respect to the terms and conditions of the Lease between the parties. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.
4. **Notices.** All notices, requests, demands and other communications is in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Land Management
10 Presidential Way
Woburn, MA 01801

With a copy to:

Legal Dept.
116 Huntington Avenue
Boston, MA 02116

If to Landlord, to:

City of Tualatin
Maintenance Services
18880 SW Martinazzi Ave.
Tualatin, Oregon 97062

With a copy to:

City of Tualatin
Maintenance Services
10699 SW Herman Rd.
Tualatin, Oregon 97062

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Tualatin

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SpectraSite Communications, LLC, a
Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me,
_____ the undersigned Notary Public, personally appeared
_____, who proved to me on the basis of
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or
the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

PROPERTY

PREMISES



City of 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
Bill Steele, Chief of Police

DATE: January 25, 2021

SUBJECT:
Community Conversations on Police Use of Force Policies Report

EXECUTIVE SUMMARY:

Mayor Frank Bubenik signed the Obama Foundation's "Reimagining Policing Pledge" to address police use of force policies in Tualatin on June 10, 2020. As described in the pledge, the City committed to:

1. REVIEW the use of force policies.
2. ENGAGE the community by including a diverse range of input, experience, and stories in the review.
3. REPORT the findings of the review to the community and seek feedback.
4. REFORM the community's use of force policies.

Over this fall and winter, we tackled step two of the process by reaching out to the community. Engagement was conducted virtually due to the COVID-19 pandemic restrictions and included four facilitated meetings, including one with the Diversity Task Force, as well as online engagement through email, social media, and a virtual comment box.

Through this process, it was made clear that the community is supportive of the Police Department and generally agrees that the use of force policies are appropriate. The report includes a summary of the process and feedback received, including six recommendations related to training, reporting on data, changes to the use of force policies, and mental health response.

Staff and Mayor Bubenik will provide a presentation summarizing the process and key takeaways.

FINANCIAL IMPLICATIONS:

None at this time.

ATTACHMENTS:

- Final Report
- Presentation

Community Conversations on Police Use of Force Policies

Final Report

January 25, 2021

Introduction and Purpose

Mayor Frank Bubenik, with the support of the Tualatin City Council, Tualatin Police Department, and the entire City organization, signed the Obama Foundation's "Reimagining Policing Pledge" to address police use of force policies in Tualatin on June 10, 2020 following the killing of George Floyd and others. As described in the pledge, we committed to:

1. REVIEW the use of force policies.
2. ENGAGE the community by including a diverse range of input, experiences, and stories in our review.
3. REPORT the findings of our review to our community and seek feedback.
4. REFORM our community's police use of force policies.

Over the fall and winter of 2020, we tackled step two of this process by reaching out to the community. Engagement was conducted virtually due to the coronavirus pandemic restrictions and included four facilitated meetings, including one with the Diversity Task Force, as well as online engagement through email, social media, and a virtual comment box.

This report includes a summary of the process, marketing and engagement efforts, and key takeaways identified.

Process

The Tualatin Police Department Policy Manual is 619 pages long and the section that details the department's use of force policies (Section 300) is eight pages. Much of the language is highly technical and officers undergo months of training before performing their duties independently. They are also required to undergo additional training on an annual basis.

Knowing this, we decided to prioritize education and transparency about the use of force policies and the department's operations. Three meetings open to the entire community – coined Community Conversations – were scheduled between October and December 2020. Each meeting had a different agenda and community members were encouraged to attend all three. For those unable to attend, a recording of each meeting was published on the City's YouTube Channel and advertised via our social media platforms.

Emphasis was also placed on having a safe and accessible process. While all meetings were held virtually due to the coronavirus pandemic, an in-person option was made available for those otherwise unable to participate. Materials were available in English and Spanish and English to Spanish simultaneous translation was provided at each meeting.

In addition to the three Community Conversations, staff also reached out to two community groups to answer questions and receive feedback in their spaces: the Diversity Task Force and the Grupo de Mujeres. Unfortunately, the Grupo de Mujeres was unable to meet due to lack of space.

Session 1

Thirty-three individuals attended the first session on October 14. In this session, Police Chief Bill Steele, Captain Greg Pickering, and Patrol Sergeant Chris Turner presented on the department's current operations and the use of force policies. Topics for the presentation included:

- Tualatin Police Department's mission and organizational chart;
- Law enforcement authority;
- Legal aspects of use of force;
- Use of force policies and procedures;
- Tualatin Police Department training; and
- Use of force data.

Attendees were asked to review the use of force policies and other documents on the website prior to attending the meeting. Attendees submitted questions throughout the presentation and there was a short amount of time for questions at the end.

Diversity Task Force Meeting

Eleven individuals attended the monthly Diversity Task Force meeting on November 4 where Chief Bill Steel was invited to present on the process, answer questions, and receive feedback directly from the membership. As the meetings are conducted in Spanish, Library Outreach Specialist Immer Honorato both facilitated the agenda and interpreted for Chief Steele.

Questions for Chief Steele included:

- How can you ensure use of force is only used when necessary?
- How do you approach policing of predominantly white communities versus more racially diverse communities?
- Is there anything local police (Tualatin) can do in case of an ICE raid?

In addition, attendees expressed concern over an uptick in robberies and small crimes in Tualatin. The facilitator shared that the group felt this was a good opportunity to build trust between the community and the police department.

Session 2

Twenty-eight individuals attended the second session on November 18. In this session, Police Chief Bill Steele, Captain Greg Pickering, and Captain Brian Struckmeier answered all questions that had been submitted following the first meeting. In total 53 questions were submitted via email or asked during one of the three Community Conversations.

All questions were documented and are included in the attachments. In addition, select questions are provided later in this report.

Session 3

Twenty-four individuals attended the third and final session on December 9. In this session, Deputy City Manager Megan George facilitated a discussion about the Police Department's operations and use of force policies specifically. To start, each attendee was asked to introduce themselves and share what had brought them to this process. From there, attendees were able to provide open-ended feedback or respond to one of the following prompts.

- Police response to people experiencing homelessness or mental health crisis has been a prevalent topic with programs like the City of Eugene's CAHOOTS gaining national recognition. What thoughts do you have on this topic?
- We received many questions about Police Department data, including questions about threshold events, use of force, types of calls, and stops. What data is important to share with the community? How often? In what ways?
- As Chief Steele explained in previous meetings, the use of force policies are one component of the larger Tualatin Police Policy Manual. Do you have any concerns or reservations about the policies included in this section?

Attendees had many questions that Chief Bill Steele, Captain Greg Pickering, and Captain Brian Struckmeier addressed throughout the meeting.

In addition to the comments provided in this and prior sessions, 38 written comments were received from 27 different people via email and posts on the City's various social media platforms. All written comments were documented and are included in the attachments. In addition, select comments are provided later in this report.

Virtual Comment Box

Following the third meeting, a virtual comment box was made available on the City's website for people to submit additional thoughts and concerns through December 31. The comment box was advertised via the City's social media accounts and a rotating banner on the homepage of the website. One comment was received.

"My family has lived in Tualatin since 1988. I have told friends and work colleagues over the years that Tualatin has one of the best, if not the best, police departments in the state. They are very professional, polite, competent, responsive, and dependable. I understand issues of some kind need to be addressed, but be sure it is done with the highest professional and respectful manner possible for such a very fine police force."

Barry H.

Marketing and Engagement

As stated in the "Reimagining Policing Pledge", we endeavored to include a diverse range of input, experiences, and stories in our review. To that end, we developed a robust marketing plan to ensure

information about the process reached the community. As an additional result of these efforts, we saw engagement through our social media platforms as people posted questions and comments.

We used a combination of general and individualized methods to share information about the process and encourage participation. Messages were developed in both English and Spanish.

General Outreach

General outreach included developing a webpage, a rotating banner on the homepage of our website, social media posts on the City's platforms (Facebook, Twitter, Instagram, Nextdoor) and the Police Department's platforms (Facebook, Twitter, Instagram, Nextdoor, Neighbors App), an article in Tualatin Today, and paid advertisements in Tualatin Life and the Tigard-Tualatin Times. Outreach was high-level and was successful in reaching a large number of people.

For example, we posted information about the process seven times on Nextdoor between October and December. The least popular post received 397 impressions (number of residents who viewed a post) with the most popular post receiving 2,059 impressions. We posted information on Facebook 12 times in the same timeframe. The average reach (number of residents who viewed a post) was 450, with the highest post reaching 942 individuals.

These measures only account for how many people saw the post, not whether or not they clicked on the post to read more or followed the link provided. To understand the level of interest, we also reviewed the analytics provided on our webpage. Since it was created, there have been 612 unique visitors (different people). About 26% of those visitors were referred from social media posts.

Individualized Outreach

We supplemented the general outreach with individualized invitations to participate. In some cases, these went out to individuals while in other cases, we reached out to a group. When able, the staff person who had cultivated the relationship carried the message. For example, Volunteer Program Manager Jackie Konen emailed the entire database of volunteers inviting them to participate. Throughout this process, we maintained an interested parties list comprised of people who had reached out with interest, submitted a comment, or attended one of the meetings.

Key Takeaways

Through statements made at each of the meetings, and comments submitted during this process it is clear that the community is supportive of the Tualatin Police Department and generally agrees that the use of force policies are appropriate. The following subsections detail six recommendations made by community members and select questions and comments received during the process.

Recommendations

Through this process, six recommendations were identified.

- Collaborate with regional partners to improve response to individuals experiencing mental health crises.
- Ensure use of force policies include a focus on using the least amount of force reasonable.
- Ensure use of force policies include a focus on using de-escalation techniques when reasonable.
- Increase training on recognizing when someone is in distress.
- Increase training on cultural awareness and racial bias.
- Provide regular updates to the City Council and the community – particularly on stop data, use of force data, and officer misconduct.

Select Questions

All questions either asked during a Community Conversation or submitted via email were documented. Select questions are provided below. See the attachments for a complete list.

“Our police officers are great, but I see racial profiling occasionally. What can we do as a community to stop this?”

Africa Ramirez Lopez, Session 1

“Are there hiring practices for our officers that specifically seek to identify applicants with racist attitudes or inappropriate authoritarian leanings?”

Emma Gray, Email

“Does our police department police differently for residential, commercial, and manufacturing/industrial areas? Are demands different? It seems the hours of police activity might overlap?”

Marissa Houlberg, Email

“What is the availability of specialists with substance abuse issues or behavior issues to assist officers?”

Gerritt Rosenthal, Session 2

“What’s the benefit of having someone from the Mental Health Response Team (MHRT) respond [instead of a police officer]?”

Monica Robertson, Session 3

Select Comments

All written comments provided via social media, email, the virtual comment box, and Zoom chat were captured during this process. Select public comments are provided below. See the attachments for a complete list.

“I think everyone needs to step back and join together to see what we all can do to make everyone feel safe while still needing and helping are LA to do there job by adding resources and community involvement. When people are afraid and feel there no ware to go no one to listen the become quite and can alone mental health and isolation can be a trigger For some resources can and community out reach can stop someone before it gets to hard”

Neighbor 6, Neighbors App

“I’m against the Obama Foundation “Mayor’s Pledge”. Our police force has a tough job, and I’m not one to tell them how to handle life and death situations. In today’s disgusting antifa climate, we need to support our officers, not tell them how to do their jobs.

Lisa Maria Braun, Email

“I can personally attest the department and Chief will take your call and sort things out. Excellent service.”

Justus Post, Zoom Chat

“Provide training in nonviolent communication and de-escalation of tense situations.”

Gordon Kelley, Facebook

Attachments

1. Comments Received
2. Questions Received
3. Tualatin Police Department Use of Force Policies – last updated 09/25/2020

Community Conversations

Comments Received

SEPTEMBER 30, 2020 | Facebook



E.S. Lamb
Back the blue. Let the police do what's necessary to both uphold the law and protect themselves. Do not allow Tualatin PD to become an ineffective neutered and impotent agency like what's been created in Portland with the PPB.

...

Like · Reply · Message · 12w



OCTOBER 5, 2020 | Nextdoor



Danny O. • Byrom CIO District



What does Obama have to do with our local police.

5 Oct Like Reply



Deputy City Manager Megan George • City of Tualatin



The Obama Foundation called for mayors and local officials to lead processes to review police department's use of force policies. Here's a link to more info on their website:

<https://www.obama.org/mayor-pledge/>

5 Oct Like Reply



Barbara M. • CIO2 - East Tualatin



Please don't tie the Police Departments hands like Wheeler & Hardesty did in Portland.

If the Police feel they need to use tear gas, for example, to break up a riot or unruly crowd ... they will know when it is "necessary".

Let them do their job!!!! ♥

5 Oct Like Reply



Danny O. • Byrom CIO District



That's exactly my concern. We're not Portland and don't need to make the same mistakes by wrapping our law enforcement agencies in a bunch of things that take away their ability's to protect themselves and citizens. It all sounds good to look at using force issues, but usually ends up in nothing more than finger pointing and a blame game. Best thing is for those committing the crimes is to know that they will not be allowed to provoke violence on citizens or police officers without consequences. Best advice is to don't do the crime.

5 Oct Like Reply





Aric S. • Ibach CIO



I disagree with this pledge.

Copied right off their web site is their statement.

"The Reimagining Policing Pledge is a call for mayors and local officials to review and reform use of force policies, redefine public safety, and combat systemic racism within law enforcement."

Does our city have a large number of excessive force issues? What exactly does redefine public safety mean?

please identify for me what systematic racism our City of Tualatin has engaged in that would require our Mayor, City council to spend time on this?

5 Oct

[Like](#)

[Reply](#)

+1 2



Danny O. • Byrom CIO District



I read it and saw it as a catch all for the big cities that have experienced violence and riots. Another way to let the misbehaved and criminal element go on with no restraints. They are then the victims instead of the perpetrators. Bad policy that lets them continue to make everyone else fear for their personal safety in their own community.

5 Oct

[Like](#)

[Reply](#)

+1 1



Deputy City Manager Megan George • City of Tualatin



We are reviewing our Police Department's use of force policies because of feedback from our community and national movements calling for reform - not because of specific incidents. This is an opportunity for our Police Department to provide information on how they operate. We are committed to being actively anti-racist and to working with our community to evaluate and make any necessary changes to our institutions. We will compile all feedback received during this process to present to the City Council. If you have any questions about our Police Department's operations, please contact Police Chief Bill Steele at (503) 691-4820.

6 Oct

[Like](#)

[Reply](#)

😊❤️ 2



Marissa H. • CIO3 – Midwest



Voice your opinion on the link furnished above.

5 Oct

[Like](#)

[Reply](#)

+1😊❤️ 3

OCTOBER 6, 2020 | Email

Stop this nonsense, Obama is a divisor

Itsel O'Dee

Neighbor 6 Oct 6, 2020 at 5:13pm PDT

I think everyone needs to step back and join together to see what we all can do to make everyone feel safe while still needing and helping are LA to do there job by adding resources and community involvement. When people are afraid and feel there no ware to go no one to listen the become quite and can alone mental health and isolation can be a trigger For some resources can and community out reach can stop someone before it gets to hard

 0  Reply

Neighbor 15 Oct 6, 2020 at 9:37am PDT

A strong commanding level of force makes everything safer for the officer and public!

 4  Reply

Neighbor 24 Oct 6, 2020 at 4:29pm PDT

@Neighbor15 nothing screams freedom like a "strong commanding level of force". God bless

 0  Reply

Neighbor 10 Oct 6, 2020 at 2:27pm PDT

@Neighbor15 lol

 1  Reply

Neighbor 11 Oct 6, 2020 at 9:36am PDT

Let the police do the job they have trained for! Perhaps the community "discussion" should focus on TRAINING, rather than performance!

 6  Reply

— Hide Replies

Neighbor 18 Oct 6, 2020 at 2:58pm PDT

@Neighbor11 trouble is they need more training & resourcesspecifically for mental health & race related issues

 1  Reply

Neighbor 27 Oct 6, 2020 at 12:36pm PDT

@Neighbor27 absolutely

 0  Reply

Neighbor 27 Oct 6, 2020 at 12:36pm PDT

@Neighbor11 Abdolutely!

 0  Reply

OCTOBER 6, 2020 | Facebook



E.S. Lamb

Anything related to the Obamas and law enforcement is pure garbage. The fact that our mayor signed anything in support of selling our law enforcement is an embarrassment.

Back the blue, allow them to enforce the law and do what is necessary to protect the community and themselves.

Do not neuter the police and turn them into a worthless organization as has been done in Portland to the PPB.

Tualatin should be better than that and hold itself to a much higher standard.

Like · Reply · Message · 11w

OCTOBER 7, 2020 | Email

I'm against the Obama Foundation "Mayor's Pledge". Our police force has a tough job, and I'm not one to tell them how to handle life and death situations. In today's disgusting antifa climate, we need to support our officers, not tell them how to do their jobs.

Lisa Maria Braun

OCTOBER 7, 2020 | Email

I really don't think there is any chance in hell I would make that. Why mention Obama? Support the police. Don't criticize. When did the Tualatin police use excessive force? Where is the controversy?

Dennis Christopher

OCTOBER 8, 2020 | Email

In your message, and on the website, you do not state an outcome for this set of discussions. What do you expect to get from bringing up a non-problem?

In the Obama Pledge it states: The killings of George Floyd, Breonna Taylor, Ahmaud Arbery, and the loss of far too many Black lives to list, have left our nation anguished and outraged.

The nation is not anguished and outraged. Only a select few. Is this a problem for Tualatin? The data put out by the DOJ and others states that there is no data to show that too many black lives are taken by police. Why is the city feeding into this frenzy that has destroyed Portland? Then again, I think plywood is a good look for the city.

What is the feedback from our community? How many people have come to the city about a problem? Has there been force used by the Tualatin Police that the public should know about?

It appears to me that this is a feel good program. Unless you can show a NEED to have this discussion and an expected outcome, I predict low attendance and/or problems in the city caused by a few.

Dennis Christopher

OCTOBER 10, 2020 | Email

Here's a story for you. About a year after I went through the Tualatin PD's citizen's academy (6 or 7 years ago) I happened to witness a DUII arrest. Of my nephew. He was staying with me to help me move. He was planning to go to Bushwhackers to meet some people he met at Blue Mountain Community College. I told him to call me if he had any problems.

He went to meet his new acquaintances. Evidently they did a bunch of Tequila shots and I got the phone call after he head hit someone near Carl's Junior. Turns out he can't see very well and especially when he blows a .21

He got lost and T-boned a dodge minivan (can't see well, probably shouldn't be driving at all). Driver called 911. I got there about 5 minutes before Tualatin PD got there. So I witnessed his arrest from a few feet away and was genuinely surprised by how gentle they were with him. It was like the officers were putting a baby into a car seat. I don't know about the Tualatin PDs use of force policies now but what I saw was under Chief Barker. Don't know of things have changed but what I saw really impressed me. I've never been arrested but if it did happen I'd hope it would be an experiences like that one.

Unless things have changed at Tualatin PD under the new chief, I don't think anything needs to change.

"review our Police Department's use of force policies in light of feedback from our community and national movements calling for reform"

Not every police officer (some do) kneels on necks and kills people. A review is great but a lot of it is department culture. Is the culture healthy? Does the department have support from the top? (unfortunately Portland PD does not) From what I've seen, Tualatin PD is exemplary in the way the citizens are treated, and I've been legitimately cited, and other times let go with a warning.

So review the use of force policies, but don't take away all the tools an officer needs to do their job. I'm pretty sure that nobody who lives in Tualatin wants it to become Portland.

I'm happy to be involved in the sessions but would have to do it by Zoom or other remote means. Not doing anything in person right now.

Del Blanchard

OCTOBER 11, 2020 | Facebook



Gordon Kelley
Provide training in nonviolent communication and de-escalation of tense situations.



Like · Reply · Message · 11w



E.S. Lamb
 Back the blue. Allow our officers to enforce the law, protect the community and themselves. Do not neuter them and turn them into an ineffective agency like PPB. Tualatin and its officers deserve better than that.

...

Like · Reply · Message · 11w



OCTOBER 14, 2020 | Zoom Chat

I can personally attest the department and Chief will take your call and sort things out. Excellent service.

Justus Post

OCTOBER 23, 2020 | Facebook



E.S. Lamb
 This is a waste of time and more befitting of a liberal cesspool like Portland where the police are defunded and neutered. Support our law enforcement officers and let them uphold the law and protect themselves while doing their thankless jobs.

...

Like · Reply · Message · 9w

NOVEMBER 1, 2020 | Facebook



Kristine Fagler
 Thank you. We need to have much more engagement with law enforcement, neighbor to neighbor, instead of viewing every one as a threat.

...

Like · Reply · Message · 7w



E.S. Lamb
 This is worthless and a complete waste of time. Support our law enforcement officers, let them uphold the law and protect themselves and the city while doing it. Do not allow our officers to be neutered and sold out as has been done in Portland.

...

Like · Reply · Message · 8w

NOVEMBER 13, 2020 | Facebook



Tina Brewster
Stop hunting us is my only request. if you truly want to prevent bad behavior, dangerous driving, or speeding through town then make yourself seen rather than sneaking around hiding to "catch" people. Prevention is what should matter most and that will only happen when you make yourself visible to the community. There is absolutely no excuse or reason to ever hide behind bushes, trees, in parking lots or anywhere else; if your goal is to keep the community and the roads safe. Hiding might increase revenue but it does not increase safety.

...

Like · Reply · Message · 5w



E.S. Lamb
Back the blue. Allow our officers to enforce the law and to protect themselves and others as they do it. Do not neuter them and put a target on their backs as cesspools like Portland have done. Tualatin is better than that.

...

Like · Reply · Message · 6w

NOVEMBER 16, 2020 Police Department Instagram



ladybsr3 ❤️🖤❤️



6w Reply

NOVEMBER 17, 2020 | Facebook












E.S. Lamb
Ridiculous and unnecessary. Back our officers. Allow them to enforce the law and to protect themselves and the public while doing so. Do not neuter them as liberals in Portland have done. Tualatin is better than that.

...


Like · Reply · Message · 5w

NOVEMBER 17, 2020 | Police Department Nextdoor

-  **Anh W.** • CIO2 - East Tualatin
I like our tualatin Police! Thank you for your service!
17 Nov [Like](#) [Reply](#) 
-  **Jan M.** • Ibach CIO
We have the very best police in Tualatin. I respect the great job that they do in keeps our community safe. I support them 100%! Thank you for your service!
17 Nov [Like](#) [Reply](#) 
-  **Marissa H.** • CIO3 – Midwest
I have participated in both Zoom meetings and plan on participating in the third, December 9 meeting. I have read the Police Manual's section on Use of Force and feel more educated about officer training and decision making. My reason for attending these Zoom meetings is to show support for our department and have the opportunity to listen and give to them. As a resident the only time I interact with an officer is at a community gathering or when I need them. It is nice to hear them talk about their policies and the reasoning behind them. Tualatin is split among residential, commercial and manufacturing/industrial in addition to being next to I-5 with each giving our department different policing challenges.
19 Nov [Like](#) [Reply](#) 
-  **Michael G.** • CIO District 4
We need to start really funding mental health care facilities again in this country .The police are not mental health care workers and nor should we ask for them to be .It's time we start committing people with mental health issues serious ones. it's a revolving door for some of these people they have a mental health break down they get arrested they get evaluated they get back on the streets and it just keeps happening over and over again. If you keep having emotional outburst and psychotic breakdowns in public over and over again and Have proven they can't manage in normal society you should be ll in a place you can get the help and not impact society. It seems like we're just using law enforcement to manage people with mental health issues and then we make them deal with the same people over and over again because we failed to take action..

Sorry for the grammar errors used voice to text to dictate
Edited 19 Nov [Like](#) [Reply](#) 
-  **Anh W.** • CIO2 - East Tualatin
They need to hide mental health dr to do that
19 Nov [Like](#) [Reply](#)

DECEMBER 3, 2020 | Facebook

 **E.S. Lamb**
This is ridiculous. Back the blue. Allow them to enforce the law and to protect themselves and others while doing it. ...
[Like](#) · [Reply](#) · Message · 3w

DECEMBER 9, 2020 | Email

As we conclude the three community sessions to discuss police use of force I want to share a few thoughts.

First, thank you to Mayor Bubenik (with support of the city council) for signing the Obama Mayor's pledge. We were right to do so and I appreciate that we have spent the city resources we have to follow through on that pledge.

Second, thanks to Chief Steele for the willingness to listen and to share and to fully engage in this process.

Third, after having had the chance to review and learn, overall I have been very pleased with the policies and practices of our police department. As I mentioned in the third session I feel any improvements in the policies are on the margins, particularly to emphasize avoiding use of force whenever possible (especially lethal use of force) through de-escalation tactics.

Fourth, the killing of George Floyd was not the last unjust killing in our country. While I now feel quite confident our Tualatin police force will respond well I can't say that about all the police elsewhere. I've come to the conclusion that real change will require good police officers to step up and speak up and take the lead in seeking more just policing in our country. This will require action within police unions to allow for greater accountability. I hope our Tualatin police force can be an influence for good beyond our own city.

I look forward to reviewing the final city report in this endeavor and appreciate in advance any changes that help to ensure the safety and security of all our citizens.

Again, thank you all.

Scott Mitton

DECEMBER 31, 2020 | Virtual Comment Box

My family has lived in Tualatin since 1988. I have told friends and work colleagues over the years that Tualatin has one of best, if not the best, police departments in the state. They are very professional, polite, competent, responsive, and dependable. I understand issues of some kind need to be addressed, but be sure it is done with the highest professional and respectful manner possible for such a very fine police force.

Barry H.

Community Conversations

Questions Received

October 14, 2020 Community Conversation #1

Can you provide data on the racial makeup of the 40 sworn peace officers? *Scott Mitton*

Do we have metrics on the frequency of use of force by our department? *Justus Post*

What is the definition of use of force used in the charts (slides 38 - 39)? *Aric Skjelstad*

The data on use of force indicates the rate of use of force in threshold events has declined significantly in 2020 (slide 39). This seems good, but can you explain why such a drop? *Scott Mitton*

Police Officers deal with a lot of anxiety to keep our city safe. Are they required to get regular mental health check-ups? *Africa Ramirez Lopez*

Do police officers get training about race sensitivity? *Africa Ramirez Lopez*

Are there any volunteer opportunities at the police department for kids? *Donna*

Our police officers are great, but I see racial profiling occasionally. What can we do as a community to stop this? *Africa Ramirez Lopez*

Is there training for racial profiling? *Africa Ramirez Lopez*

The tools our police use seem reasonable, are there any proposed changes to that list? *Ken*

Can you summarize the changes to the Tualatin policy resulting from the State special session earlier this year? *Scott Mitton*

Are there any figures available for use of deadly force over the last three years? That is regardless of whether any deaths resulted or not. *Josh Kulla*

Stops are listed by ethnicity. Do we compare this to Tualatin's demographics? Also, our manufacturing/industrial area has a higher number of commuters. Are many of our stops during business hours? Are these Tualatin residents being stopped or commuters? *Marissa*

November 4, 2020 Diversity Task Force Meeting

How can you ensure use of force is only used when necessary?

How do you approach policing of predominantly white communities versus more racially diverse communities?

Is there anything local police (Tualatin) can do in case of an ICE raid?

Emailed Between October 14, 2020 and November 18, 2020

Is the use of a firearm allowed for all officers from date of hire/completion of initial training or are there conditions to meet prior to the ability to carry a firearm? *Emma Gray*

Does our department have a threshold of issues/incidents that will result in firing? What is the process for firing an officer and how do inappropriate uses of force impact this decision? *Emma Gray*

Are there hiring practices for our officers that specifically seek to identify applicants with racist attitudes or inappropriate authoritarian leanings? *Emma Gray*

What are the oversight mechanisms that Tualatin has in place for the police department? *Emma Gray*

Does our police department police differently for residential, commercial, and manufacturing/industrial areas? Are demands different? It seems the hours of police activity might overlap? *Marissa Houlberg*

Regarding policy 300.2.2, why does an officer have up to 72-hours to report an incident to their supervisor? Why not within 24-hours or sooner? <i>Mayor Frank Bubenik</i>
Regarding policy 300.3, what does improvised use of force mean? Does improvised force include things that are not trained/authorized by the state or Tualatin Police Department such as a choke hold or martial arts moves? <i>Mayor Frank Bubenik</i>
Regarding policy 300.3.3, what are the department approved pain compliance techniques that officers have successfully completed training in? Is each officer certified in each one? Do all officers get trained in all pain compliance techniques? How often is training refreshed? <i>Mayor Frank Bubenik</i>
Regarding policy 300.3.4, is carotid control hold the same as a choke hold? <i>Mayor Frank Bubenik</i>
Regarding policy 300.4, how does an officer have objectively reasonable grounds to believe the person is aware of the fact that deadly force may be used and that the officer has identified themselves? <i>Mayor Frank Bubenik</i>
Regarding policy 300.5.1, notification to supervisor "as soon as practical" seems pretty loose. Why is a time limit not defined? <i>Mayor Frank Bubenik</i>
Regarding policy 300.6, What exactly is an extended period of time when an individual may be placed on their stomach? Who determines extended period of time? What makes officers experts on defining extended period of time? <i>Mayor Frank Bubenik</i>
Regarding policy 300.8, what is "periodic" training? Why not define the period? Why not have training schedules? Why is it "should" receive, not "will" receive? When do you not have resources to provide training? <i>Mayor Frank Bubenik</i>
Is the department able to report on use of force incidents annually to the City Council? <i>Mayor Frank Bubenik</i>
Is the department able to report on all stops quarterly to the City Council? <i>Mayor Frank Bubenik</i>
Is the department tracking officer misconduct/discipline? Is it available for public review? Council review? Is it shared with other agencies? <i>Mayor Frank Bubenik</i>
Regarding the Tualatin Police Officers Association (TPOA) contract, there should be a review/discussion of Article 9 (disciplinary action) so the community is aware of how officer discipline and use of force incidents are handled. This is a very sore subject for many in the Portland Police contract. <i>Mayor Frank Bubenik</i>
At the first meeting a bar chart was shown reflecting the number of "threshold events" and "use of force" occurrences over the past four years. It appeared that in 2020 we will have the highest number of "threshold events" for the years shown, but the smallest number of "use of force". At the meeting it was suggested that perhaps this unusual data had something to do with the pandemic, but I don't understand how the pandemic might have that effect of reducing significantly the ratio of use of force to threshold events. I wonder if this is worth further discussion and understanding because it seems it would be beneficial to have fewer instances of use of force and perhaps there is something happening in 2020 that we can deliberately continue into the future. <i>Scott Mitton</i>
I believe our policies around use of force are generally good. But what about adding policies around de-escalation, i.e., having policies and training that de-escalate potentially dangerous encounters for the safety of our officers as well as the community? <i>Scott Mitton</i>

What about adding policies around alternatives to deadly force always being preferred, e.g., if a Taser is sufficient force for the situation it is the policy of the department to use a Taser rather than a gun.

Scott Mitton

Following the current policies, what would be the expected response of an officer in the following scenario: A 911 call is received reporting a man selling drugs in the parking lot of Cabela's. When officers arrive on the scene a young man sees the officers and begins running away towards the Tualatin River greenway. The officers see him drop something which looks like it could be a gun. The young man stops to retrieve the item then resumes running away. What does Tualatin policy and training suggest the officers should do? *Scott Mitton*

Another scenario: A 911 call is received of a mother saying her son is acting "crazy" and has a knife. When officers arrive at the home they find a young man yelling and screaming, mostly incoherently. He is also waving a knife in a threatening fashion. A woman, perhaps his mother, is trying to calm him from a distance. Others from the home or neighborhood are also nearby but nobody is within 25 feet of the young man. What does Tualatin policy and training suggest the officers should do? What if the young man fails to follow the officers' commands to drop the knife? *Scott Mitton*

An officer's obligation to report the observation of use of force that is beyond objectively reasonable by another officer or member is obligated to report this to their supervisor. The Tualatin Police Department's Policy Manual states this should be reported as soon as feasible, but the state allows up to 72 hours for such observations to be reported. What is considered "as soon as feasible" in the typical situation and how is this determined? *Councilor Valerie Pratt*

Are there concerns that officers might not be willing to report such observations due to concerns of being seen in a bad light by other officers on the force? *Councilor Valerie Pratt*

November 18, 2020 Community Conversation #2

I assume it is also a factor if the officer recognizes the person and knows that the person has a particular criminal history such as a prior weapons conviction. *Deena Ryerson*

What is the availability of specialists with substance issues or behaviors issues to assist officers? *Gerritt Rosenthal*

Is there any kind of probationary period for officers? During that period, can you let them go for any reason? *Jay Wilcox*

Are you hiring for new officers? *Jay Wilcox*

What constitutes an incident? *Jay Wilcox*

For the officer currently serving in Afghanistan, what does return to the Tualatin PD look like? *Jay Wilcox*

December 9, 2020 Community Conversation #3

How big is the Mental Health Response Team (MHRT) at Washington County? *Allison*

Is there a specific rifle or type of weapon in Tualatin's patrol cars that carries less lethal ammunition? *Connie Haag*

What does the Mental Health Response Team (MHRT) do that is different from what Police Officer would do? *Monica Robertson*

What's the benefit of having someone from the Mental Health Response Team (MHRT) respond? *Monica Robertson*

What happens when someone becomes combative towards a mental health responder? *Monica Robertson*

What constitutes a use of force? *Connie Haag*

What do you see possible for demilitarization of our Police Department? *Anonymous*

How difficult is it to remove equipment from a police officer's uniform? *Connie Haag*

If a community member reads the Police Department's Use of Force policies, will they interpret it the same way as a Police Officer might? *Connie Haag*

What are things the community can do to support or aid the Police Department in their work? *Connie Haag*

Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner.

In addition to those methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy shall apply to all policies addressing the potential use of force, including but not limited to the Control Devices and Techniques and Conducted Energy Device policies.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Feasible - Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.

Force - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

Imminent - Ready to take place; impending. Note that imminent does not mean immediate or instantaneous.

Totality of the circumstances - All facts and circumstances known to the officer at the time, taken as a whole, including the conduct of the officer and the subject leading up to the use of force.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

Tualatin Police Department

Tualatin PD Policy Manual

Use of Force

300.2.1 DUTY TO INTERCEDE AND REPORT

Any officer present and observing another law enforcement officer or a member using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force (2020 Oregon Laws, c.5, § 2).

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances shall report these observations to a supervisor as soon as feasible (2020 Oregon Laws, c.5, § 2).

300.2.2 STATE REPORTING REQUIREMENTS

A report of another member using excessive force must be made to a supervisor no later than 72 hours after the misconduct was witnessed (2020 Oregon Laws, c.5, § 2).

300.2.3 PERSPECTIVE

When observing or reporting force used by a law enforcement officer, each officer should take into account the totality of the circumstances and the possibility that other law enforcement officers may have additional information regarding the threat posed by the subject.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons, or methods provided by this department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

Tualatin Police Department

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Use of Force

300.3.1 USE OF FORCE - JUSTIFICATION

An officer is justified in using force upon another person only when and to the extent that the officer reasonably believes it necessary (ORS 161.235):

- (a) To make an arrest or to prevent the escape from custody of an arrested person unless the officer knows that the arrest is unlawful; or
- (b) For self-defense or to defend a third person from what the officer reasonably believes to be the use or imminent use of force while making or attempting to make an arrest or while preventing or attempting to prevent an escape.

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of suspected drug or alcohol use.
- (e) The individual's mental state or capacity.
- (f) The individual's ability to understand and comply with officer commands.
- (g) Proximity of weapons or dangerous improvised devices.
- (h) The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.
- (i) The availability of other reasonable and feasible options and their possible effectiveness.
- (j) Seriousness of the suspected offense or reason for contact with the individual.
- (k) Training and experience of the officer.
- (l) Potential for injury to officers, suspects, and others.
- (m) Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.
- (n) The risk and reasonably foreseeable consequences of escape.
- (o) The apparent need for immediate control of the individual or a prompt resolution of the situation.
- (p) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (q) Prior contacts with the individual or awareness of any propensity for violence.
- (r) Any other exigent circumstances.

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Use of Force

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the individual can comply with the direction or orders of the officer.
- (c) Whether the individual has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD

Due to the significant risk of applying pressure to a person's neck, the Tualatin Police Department does not train, nor authorize the carotid control hold, lateral vascular neck restraint or other force application that constricts the circulation of blood or impairs a person's breathing, as an application of force; other than in a situation where the use of deadly force would otherwise be authorized.

300.3.5 ALTERNATIVE TACTICS - DE-ESCALATION

When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).

300.4 DEADLY FORCE APPLICATIONS

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify him/herself as a peace officer and to warn that deadly force may be used, unless the [officer_deputy] has objectively reasonable grounds to believe the person is aware of those facts.

Use of deadly force is justified in the following circumstances involving imminent threat or imminent risk:

- (a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.
- (b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the individual is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent

Tualatin Police Department

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danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may also exist if the individual is capable of causing serious bodily injury or death without a weapon, and the officer believes the individual intends to do so.

300.4.1 MOVING VEHICLES

Shots fired at or from a moving vehicle involve additional considerations and risks, and are rarely effective.

When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances.

To collect data for purposes of training, resource allocation, analysis, and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure, or law. See the Report Preparation Policy for additional circumstances that may require documentation.

300.5.1 NOTIFICATIONS TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of the or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
- (i) An individual alleges unreasonable force was used or that any of the above has occurred.

Use of Force

300.6 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury or continuing pain, or was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.

Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

300.7 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to a reported application of force resulting in visible injury, if reasonably available. When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) When possible, separately obtain a recorded interview with the individual upon whom force was applied. If this interview is conducted without the individual having voluntarily waived his/her *Miranda* rights, the following shall apply:

Tualatin Police Department

Tualatin PD Policy Manual

Use of Force

1. The content of the interview should not be summarized or included in any related criminal charges.
 2. The fact that a recorded interview was conducted should be documented in a property or other report.
 3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
- (d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas.
1. These photographs should be retained until all potential for civil litigation has expired.
- (e) Identify any witnesses not already included in related reports.
- (f) Review and approve all related reports.
- (g) Determine if there is any indication that the individual may pursue civil litigation.
1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy noncompliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 SHIFT SUPERVISOR RESPONSIBILITY

The Patrol Sergeant shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Officers will receive periodic training on this policy and demonstrate their knowledge and understanding.

Subject to available resources, officers should receive periodic training on:

- (a) Guidelines regarding vulnerable populations, including but not limited to children, elderly, pregnant persons, and individuals with physical, mental, or intellectual disabilities.
- (b) De-escalation tactics, including alternatives to force.

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Use of Force

300.9 USE OF FORCE ANALYSIS

At least annually, the Support Division Commander should prepare an analysis report on use of force incidents. The report should be submitted to the Chief of Police. The report should not contain the names of officers, suspects or case numbers, and should include:

- (a) The identification of any trends in the use of force by members.
- (b) Training needs recommendations.
- (c) Equipment needs recommendations.
- (d) Policy revision recommendations.

COMMUNITY CONVERSATIONS

ON POLICE USE OF FORCE POLICIES

Final Report | January 25, 2021

REPORT OUTLINE

POINTS FOR DISCUSSION

Introduction and Purpose

Process

Key Takeaways

WHERE WE STARTED

“The recent murder of George Floyd does not reflect the values of our Police Department, and we must ensure that excessive use of force against our communities of color ends. Together, we are committed to being actively anti-racist and to working with the community to evaluate and make changes to our institutions.”

Mayor Frank Bubenik, excerpted from e-blast on June 12, 2020



REIMAGINING POLICING PLEDGE

1. **REVIEW** the use of force policies
 2. **ENGAGE** the community by including a diverse range of input, experiences, and stories in our review
 3. **REPORT** the findings of our review to our community and seek feedback
 4. **REFORM** our community's police use of force policies
-

TIMELINE

OCTOBER 14
SESSION 1

Presentation
on current
operations and
use of force
policies

NOVEMBER 4
DIVERSITY TASK FORCE

Presentation
on process,
Q&A, and
listening
session

NOVEMBER 18
SESSION 2

Questions and
answers with
attendees

DECEMBER 9
SESSION 3

Listening
session and
questions and
answers with
attendees

JANUARY 25
CITY COUNCIL

Report the
findings of the
review to City
Council and
community

COMMUNITY CONVERSATIONS

SESSION 1: PRESENTATION

33 attendees

Presentation on current operations and use of force policies. Topics included:

- Department operations
- Law enforcement authority
- Legal aspects of use of force
- Training
- Use of force data

SESSION 2: Q & A

28 attendees

Answers provided for all questions received in advance, followed by Q & A. In total, 53 questions were submitted via email or asked during one of the three Community Conversations.

SESSION 3: LISTENING SESSION

24 attendees

Open ended feedback and responses to three prompts. In total, 38 written comments were received from 27 different people via email and posts on the City's various social media platforms.

DIVERSITY TASK FORCE

11 attendees

Questions from attendees:

- How can you ensure use of force is only used when necessary?
- How do you approach policing predominantly white communities versus more racially diverse communities?
- Is there anything local police (Tualatin) can do in case of an ICE raid?

VIRTUAL ENGAGEMENT

Facebook

11 Comments

Nextdoor

10 Comments

Zoom

Chat

1 Comment

**Virtual
Comment
Box**

Box

1 Comment

Email

6 Comments

Instagram

1 Comment

Neighbors

App

8 Comments

An aerial photograph of a city street, likely in a suburban or urban area, showing a multi-lane road with traffic, parking lots, and buildings. The image is framed by a thin yellow border. Overlaid on the center of the image is the text "KEY TAKEAWAYS" in a large, bold, yellow, sans-serif font. The background is slightly dimmed to make the text stand out.

KEY TAKEAWAYS

1

Collaborate with regional partners to improve response to individuals experiencing mental health crises.

2

Ensure use of force policies include a focus on using the least amount of force reasonable.

3

Ensure use of force policies include a focus on using de-escalation techniques when reasonable.

4

Increase training on recognizing when someone is in distress.

5

Increase training on cultural awareness and racial bias.

6

Provide regular updates to the City Council and the community – particularly on stop data, use of force data, and officer misconduct.

RECOMMENDATIONS

1

Collaborate with regional partners to improve response to individuals experiencing mental health crises.

2

Ensure use of force policies include a focus on using the least amount of force reasonable.

3

Ensure use of force policies include a focus on using de-escalation techniques when reasonable.

4

Increase training on recognizing when someone is in distress.

5

Increase training on cultural awareness and racial bias.

6

Provide regular updates to the City Council and the community – particularly on stop data, use of force data, and officer misconduct.

Questions and Discussion



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Jerianne Thompson, Library Director
DATE: January 25, 2021

SUBJECT:

Consideration of **Resolution No. 5338-21** Awarding the Contract for Construction of the Tualatin Public Library Makerspace Project, and Authorizing the City Manager to Execute a Contract.

RECOMMENDATION:

Staff recommends that Council approve the resolution awarding and allowing the City Manager to execute a contract with INLINE Commercial Construction, Inc. to construct the Tualatin Public Library Makerspace Project in the amount of \$254,969.00.

EXECUTIVE SUMMARY:

This contract is for construction of the Tualatin Public Library Makerspace project. Major items of work consist of: construction of the Makerspace, a large room within the Library containing casework, storage, sink, counters, electrical, mechanical, furnishings, etc., providing a technical lab and training area for the public.

This project was identified during the America's Best Communities competition in 2015-17 and was identified in the 2018 Parks and Recreation Master Plan, developed through extensive public engagement during 2017-18. Community engagement included consultation with several City advisory committees during the conceptual design process. The project construction is anticipated to begin in February with completion expected by May 2021.

The construction bid was advertised in the Daily Journal of Commerce on December 4, 2020. Fourteen (14) bids were received before the bid period closed on January 7, 2021. INLINE Commercial Construction, Inc. submitted the lowest responsible bid for the project in the amount of \$254,969.00.

OUTCOMES OF DECISION:

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

FINANCIAL IMPLICATIONS:

Funds for the project will be a combination of City funds and a contribution from the Tualatin Library Foundation.

Attachments:

Resolution No. 5338-21

RESOLUTION NO. 5338-21

A RESOLUTION AWARDING THE CONTRACT FOR CONSTRUCTION OF TUALATIN PUBLIC LIBRARY MAKERSPACE PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH INLINE COMMERCIAL CONSTRUCTION, INC.

WHEREAS, the City advertised the Tualatin Public Library Makerspace Project in the *Daily Journal of Commerce* on December 4, 2020;

WHEREAS, the City received fourteen bids prior to the close of the bid period on January 7, 2021;

WHEREAS, INLINE Commercial Construction, Inc. submitted the lowest responsible bid for the project in the amount of \$254,969.00; and

WHEREAS, there are funds budgeted for this project in the 2020/21 City of Tualatin Budget.

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

Section 1. The Tualatin Public Library Makerspace Project contract is awarded to INLINE Commercial Construction, Inc.

Section 2. The City Manager is authorized to execute a contract with INLINE Commercial Construction, Inc. for the Tualatin Public Library Makerspace Project in the amount of \$254,969.00.

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 25 day of January, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

Tualatin Library Makerspace



CITY OF

TUALATIN OREGON

STEAM @ Tualatin Library



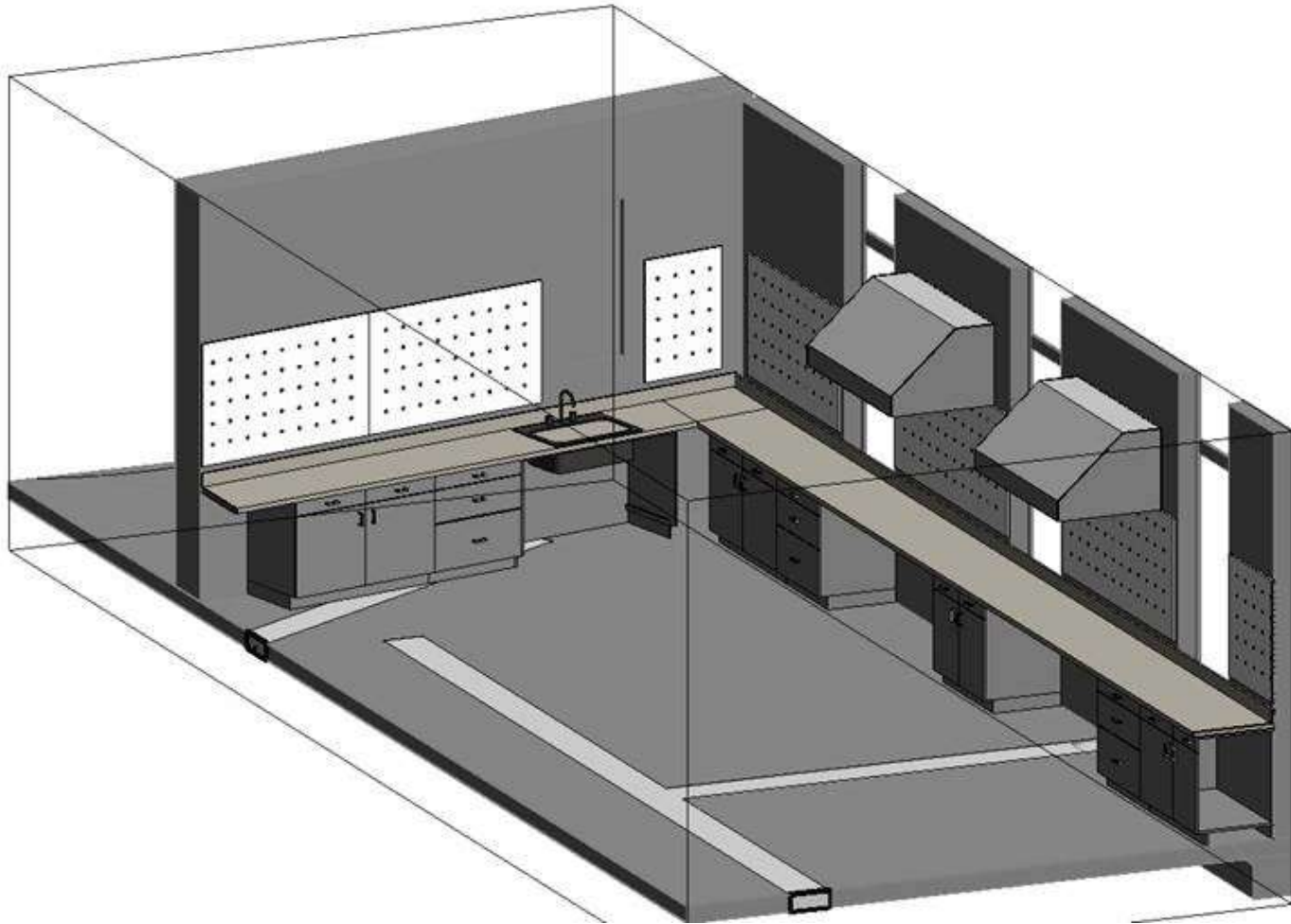
CITY OF
TUALATIN OREGON

Library Makerspace

- 735 square feet
- Movable furnishings
- Resilient tile flooring



Library Makerspace



Cost & Funding

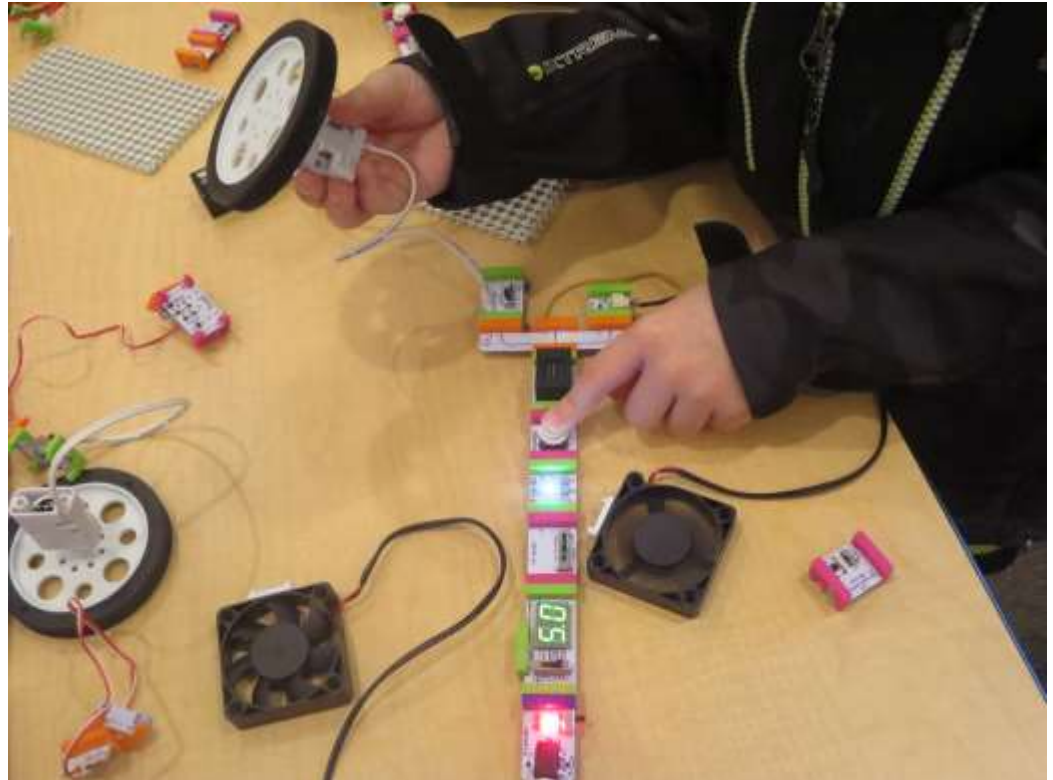


- Project Cost: \$425,000
- Funding sources
 - City Funds
 - Library Foundation



Project Timeline

- January: Award construction contract
- February: Construction begins
- May: Construction complete



Council Action

- Consider approval of resolution awarding contract

