



TUALATIN CITY COUNCIL MEETING

MONDAY, JULY 22, 2019

JUANITA POHL CENTER
8513 SW TUALATIN ROAD
TUALATIN, OR 97062

Mayor Frank Bubenik
Council President Nancy Grimes
Councilor Paul Morrison Councilor Robert Kellogg
Councilor Bridget Brooks Councilor Maria Reyes

5:00 PM WORK SESSION

- 1. 5:00 p.m. (30 min) – Bee City USA Certification.** At Council's direction, staff researched Bee City USA certification, including what it is, what other cities are doing, and what it requires. Staff would like feedback on whether or not to move forward with additional research and to work toward obtaining Bee City USA certification.
- 2. 5:30 p.m. (60 min) – Census 2020 Update.** A representative from the Census Bureau will present information to the City Council regarding the upcoming Census including goals and strategies for ensuring a complete count.
- 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the July 22nd City Council meeting and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

- 1.** Tualatin Crawfish Festival 2019 Announcement
- 2.** National Night Out Announcement
- 3.** Recognition of Deputy City Manager Tanya Williams

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 Minutes for the Work Session and Regular Meeting of June 24, 2019, Work Session and Regular Meeting of July 8, 2019, and Special Work Session of July 15, 2019
- [2.](#) Consideration of **Resolution No. 5458-19** Accepting Clackamas County's Order to Surrender Jurisdiction Over a Portion of Borland Road in Tualatin between 65th Avenue and Saum Creek Court
- [3.](#) Consideration of **Resolution No. 5459-19** Awarding the Contract for the Sagert St Pedestrian Connectivity and Enhancement Project to Brown Construction Inc. and Authorizing the City Manager to Execute a Contract
- [4.](#) Consideration of **Resolution No. 5461-19** Accepting 2018 Urban Areas Securities Initiative grant funds to support the Tualatin Community Emergency Response Team

Special Reports

- [1.](#) Tualatin Arts Advisory Committee Community Enhancement Award to TriMet and S&A Irish Entertainment

General Business

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

- [1.](#) Consideration of **Ordinance No. 1424-19** Approving the Second Restated Intergovernmental Cooperative Agreement creating the Willamette River Water Coalition
- [2.](#) Consideration of Recommendations from the Council Committee on Advisory Appointments
- [3.](#) Council Vacancy Appointment

Council Communications

Items Removed from Consent Agenda

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

Adjournment

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

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

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



City of Tualatin

**CITY OF TUALATIN
Staff Report**

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Ross Hoover, Parks and Recreation Director
DATE: July 22, 2019

SUBJECT:
Bee City USA

EXECUTIVE SUMMARY:

At Council's direction, staff researched Bee City USA certification, including what it is, what other cities are doing, and what it requires. Staff would like feedback on whether or not to move forward with additional research and to work toward obtaining Bee City USA certification.

ATTACHMENTS:

PowerPoint Presentation



Bee City USA

Xerces Society



Overview & Goals

- Bee City USA works to raise awareness
 - Role pollinators play
 - What cities can do to create healthy habitats
- Bee City USA program endorses a set of commitments
 - Defined in a resolution
 - Creating sustainable habitats for pollinators

Oregon Bee Cities

- West Linn
- Newport
- Phoenix
- Wilsonville
- Eugene
- Talent
- Hillsboro
- Gold Hill
- Ashland

Oregon Bee Campuses

- Portland State University
- Portland Community College
- Lane Community College

Process

1. Complete application & resolution template
2. Draft resolution & review with Bee City USA
3. Submit application
4. Local Government resolution approval
5. Finalize your designation by submitting
 - Final application
 - Adopted Resolution
 - Payment



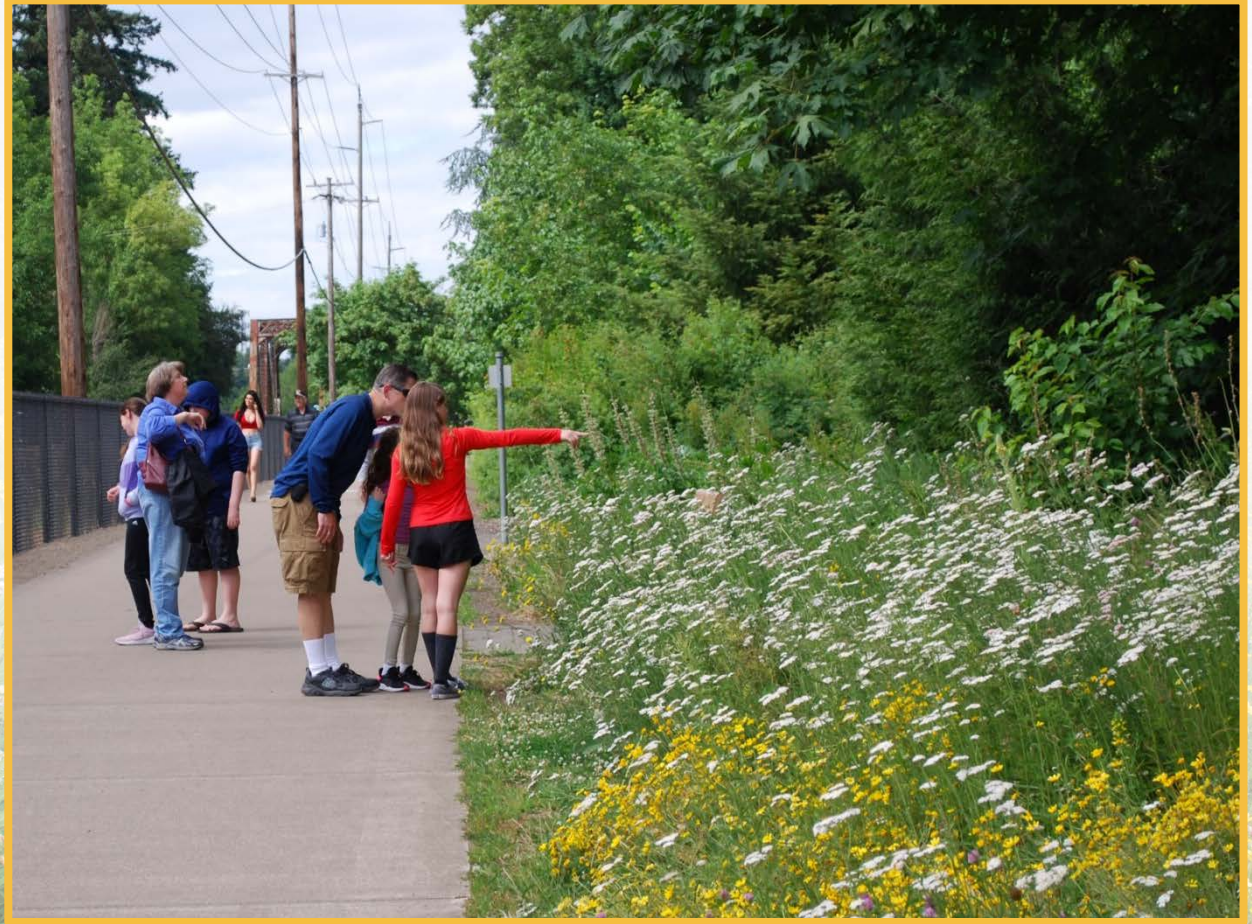
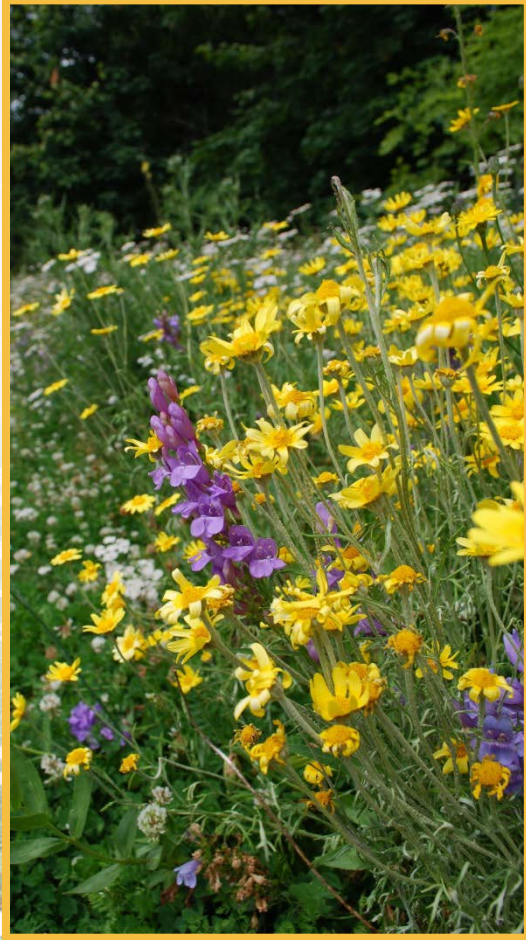
Requirements

- Celebration
 - National Pollinator Week with events showcasing commitments
- Publicity & Information
- Citizen Committee
- Habitat
- Pollinator-Friendly Pest Management (IPM) Policy
- Plan Review
 - Consider improvements related to pollinator conservation
- Annual Renewal



Current Practices

Pollinator Garden at Tualatin Community Park



Current Practices

Volunteer Native Planting Events



20,900 native trees, shrubs & pollinator friendly flowering plants since 2017



Current Practices

Ibach Park Mining Bees

- Practices consistent with an IPM based approach



What is Integrated Pest Management?

- Ecosystem-based strategy for long-term prevention of pests & pest damage
- Treatments designed to minimize risk to human health, non-target organisms & the environment
- Pesticides are only used if they are needed according to established guidelines.

Implications & Decision Items

- City Vision Alignment
- Financial implications
- Community Engagement
- Best Practices
- Staff Capacity

Next Steps:

- Bring to TPARK
- Gather information
- Research options and implications of integrated pest management

The Road to 2020 and the **City of Tualatin**

Sarah Bushore
Partnership Specialist
US Census Bureau
July 2019

Why We Do a Census

- Article 1, Section 2 of the US Constitution

The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

- Key Purpose is Apportioning the 435 seats belonging to the US House of Representatives.

2016 Funding

- Total funding to all 50 states - \$883 Billion
- **Oregon's Share - \$13.5 Billion**
- Oregon's per capita estimate - \$3,200

2020 Census Goal



Our Challenge:

- Throughout the U.S. by September 2020, we will count approximately 330 million people living in 140 million housing units in order to obtain a complete and accurate count.
- In Oregon, using July 2018 estimates, we expect there are 4.2 million people living in 1.8 million housing units that will need to be counted.
- In Tualatin, using July 2017 estimates, there are approximately 27,135 people living in 11,329 housing units.

New Ability to Self Respond Starting March 12, 2020

- Internet
- Phone
- Paper



Or traditional in-person interview

What Do We Ask?

1. Address
2. Phone Number
3. Count of Each Person At That Address
4. Name
5. Gender
6. Age and Date of Birth
7. Race
8. Hispanic, Latino or Spanish Origin
9. Whether Someone Lives Somewhere Else
10. Relationship



Languages

Internet Self-Response	Paper Form	Questionnaire Help	Enumerators, Mailed Items	Language Card and Guides
English Spanish Chinese (Simp.) Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	English Spanish	13 languages Plus TDD	English Spanish	59 languages Plus ASL Plus Braille Plus Large Print

Private and Confidential

- Only aggregate data reported
- Prohibited by law from releasing personal information to any person or organization
USC Title 13
- Life-time oath by all Census Bureau employees
- Penalties for wrongful disclosure: up to 5 years imprisonment and/or a fine of \$250,000



Hard-to-Count Populations

- Seniors
- Children younger than 5
- Renters
- Homeless
- Migrant workers
- Foreign-born/Immigrants
- Internet Concerns

Seniors

Those 62 or Older

3,582

13.2%

Issues:

- Physical Isolation
- Mental Health
- Feeling they don't matter
- Access or ability to use the internet

Children Under the Age of Five

1,610 5.9%

Issues:

- Split Custody
- Children living in age restricted housing
- Byproduct of parents not responding

Renters

Renters 45.1% Owners 54.9%

Issues:

- More Transient/Frequent Movers
- Less Community Involvement?
- Apathy?

The Homeless Count

Using Point in Time (PIT) statistics from 2017, of individuals living in sheltered and non-sheltered environments in Washington County.

2017 = 544 2015 = 591

Thirty percent of the state's homeless population live in Multnomah County.

Using 2010 Census data, there were 3,024 homeless living in Oregon, 89 living in Washington County.

Migrant Workers Washington County

Using OSU info from June 2018, they estimate there were **2,500 individuals** working in migrant jobs throughout Washington County in 2017.

This figure does not include family members who may accompany the worker.

Migrant Workers By County

■ Wasco	7,483
■ Marion	4,472
■ Hood River	3,273
■ Washington	2,500
■ Yamhill	2,074
■ Clackamas	2,062

All Oregon Counties **28,940***

* OSU Study from 2018, excludes family members

Foreign Born Residents

<i>Naturalized</i> Citizen	1,301	
<i>Not</i> a US Citizen	1,837	
Total Foreign Born	3,138	12%

Issues:

- Language
- Fear
- Unaware of Constitutional Requirement

Internet Concerns

2020 marks the first time internet and phone options are available for self-reporting.

Issues:

- Familiarity
- Accessibility
- System Security
- Trust with information

Hard-to-Count Populations

- Seniors
- Children younger than 5
- Renters
- Homeless
- Migrant workers
- Foreign-born/Immigrants
- Internet Concerns

Oregon Partnership Specialists

Purpose: Increase participation in the 2020 Census of those who are less likely to respond or are often missed.

- **Educate** people about the 2020 Census and foster cooperation with enumerators
- **Encourage** community partners to motivate people to self-respond
- **Engage** grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Complete Count Committees

- Purpose is to identify, educate and enumerate the Hard-To-Count community.
- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents. Community-based organizations also establish CCCs that reach out to their members.
- Committee members are experts in the following areas:
 - Government
 - Media
 - Workforce development
 - Business
 - Education
 - Community Organizations
 - Faith-Based Community
 - Other, Based on Needs

Recruiting

**Supervisory
&
Non-supervisory
positions available in**

Washington County, OR

\$17.50 - \$19.50 per hour



JOIN THE 2020 CENSUS TEAM

APPLY ONLINE!
2020census.gov/jobs

2020 Census jobs provide:

- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

For more information or help applying, please call
1-855-JOB-2020 (1-855-562-2020)

Federal Relay Service:
1-800-877-8339 TTY/ASCII
www.gsa.gov/fedrelay

United States
**Census
2020**



The U.S. Census Bureau is an Equal Opportunity Employer

Thank you.

Sarah Bushore

Partnership Specialist

U.S. Census Bureau

sarah.m.bushore@2020census.gov

(971) 409-9250

TUALATIN CRAWFISH FESTIVAL

AUGUST 2-3, 2019



Tualatin Community Park
\$5 per day | \$7 weekend pass
Kids 12 & Under FREE

Live Music | Food | Kids' Activities | Crawfish Crawl







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: July 22, 2019

SUBJECT:

Consideration of Approval of the Minutes for the Regular Meeting of June 24, 2019, Work Session and Regular Meeting of July 8, 2019, and Special Work Session of July 15, 2019

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Regular Meeting Minutes of June 24, 2019
- City Council Work Session Minutes of July 8, 2019
- City Council Regular Meeting Minutes of July 8, 2019
- City Council Special Work Session Minutes of July 15, 2019



City of Tualatin

TUALATIN CITY COUNCIL MEETING MINUTES

MONDAY, JUNE 24, 2019

PRESENT

Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Robert Kellogg, Councilor Paul Morrison, Councilor Maria Reyes

CALL TO ORDER

Mayor Bubenik called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

1. Introduction of New Tualatin Valley Fire & Rescue Fire Chief Deric Weiss

Fire Chief Deric Weiss announced the retirement of Fire Chief Mike Duyck. Chief Duyck stated it has been an honor to serve the City of Tualatin. The Council thanked him for his service.

2. New Employee Introduction- Luis Milera, Water Utility Technician II

Public Works Director Jeff Fuchs introduced Water Utility Technician II Luis Milera. The Council welcomed him.

PUBLIC COMMENT

None.

CONSENT AGENDA

Councilor Morrison requested Resolution No. 5445-19 amending the City of Tualatin fee schedule be removed from the consent agenda.

MOTION made by Councilor Kellogg, SECONDED by Council President Grimes to adopt consent agenda as amended.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes

MOTION CARRIED

1. Consideration of Approval of the Minutes for the Work Session and Regular Meeting of May 28, 2019
2. Consideration of **Resolution No. 5452-19** Awarding the Contract for the Boones Ferry Road at Siletz Drive Project to *R&R General Contractors, Inc.* and Authorizing the City Manager to Execute a Contract
3. Consideration of **Resolution No. 5453-19** Authorizing Personnel Services Updates for Non-Represented Employees for FY 2019-2020
4. Consideration of **Resolution No. 5444-19** Authorizing Changes to the FY 2018-2019 Adopted

Budget

5. Consideration of **Resolution No. 5456-19** Approving and Authorizing Provision of Workers Compensation Insurance Coverage to Volunteers of the City of Tualatin

SPECIAL REPORTS

1. Tualatin 2040 Project Update

Community Development Director Aquilla Hurd-Ravich and Senior Planner Karen Perl Fox presented an update on the Tualatin 2040 project. Planner Fox stated they are at the midway point of the project and are in the policy issue identification phase. She stated as part of the policy identification effort staff has interviewed a wide range of stakeholders who have shared ideas and concerns about planning in Tualatin. Planner Fox stated feedback has been categorized into housing and livability, transportation and parking, civic identity and downtown, employment and industrial development, parks and the environment, community engagement, and equity, diversity and inclusion.

Planner Fox stated staff is currently working on a housing needs analysis that will be used to develop a housing strategy for the city. The needs analysis will look at future housing needs based on demographic trends and additional land supply that may be needed. Planner Fox spoke to how the strategy is being developed including identifying issues, categorizing goals for each issue, development of a list of actions to implement goals, and then development of the final housing strategy memorandum. Once the final housing strategy is completed staff will then move into policy prioritization and policy implementation.

Planner Fox presented findings to date for the needs analysis as compiled by ECONorthwest. Findings included data on households by income level, cost burden by tenure, a revised buildable land inventory, and preliminary capacity results. Planner Fox touched on potential housing policies. Categories for policy consideration from the community advisory committee include a wider variety of housing types, housing affordability, land availability and infrastructure, redevelopment opportunities, connections with housing, and funding options. Planner Fox stated next steps for the analysis and policy planning include two open houses and two online open houses to review all the collected information and to begin drafting the prioritization plan.

Councilor Morrison stated he was surprised to hear parking as a concern. He asked what specific context they were referencing. Director Hurd-Ravich stated the committee didn't want to lose sight of parking when considering housing options. She noted an example is parking in relation to Accessory Dwelling Units (ADU).

Councilor Reyes stated the Diversity Task Force voiced concerns with the rising costs of rent in Tualatin. She asked if the committee would be seeking direct feedback from renters. Planner Fox stated they will be working towards seeking out feedback from renters in the next phase.

Councilor Kellogg asked if the buildable lands inventory includes the Basalt Creek area. Director Hurd-Ravich stated it is half of the acreage as presented, without it there are a total of 172 acres.

Councilor Kellogg asked what makes land buildable. Planner Fox stated lots are either vacant or partially vacant and then evaluated by its potential.

Mayor Bubenik stated Wilsonville conducted a buildable lands inventory that was kicked back because some of the land was never going to be developed.

Council President Grimes stated she has concerns with housing for seniors on fixed incomes and would like to make sure that is addressed in the plan.

2. Update on Community Engagement Efforts

Deputy City Manager Tanya Williams and Community Engagement Coordinator Betsy Ruef presented an update on community engagement efforts. Manager Williams stated all work being done is focused around the Council's goal of a connected, informed, and civically engaged community that embraces the city's diversity. Coordinator Ruef stated they have been working on supporting the Diversity Task Force, supporting CIO's, conducting CIO annual meetings, city wide engagement, and engagement around summer activities. Coordinator Ruef stated the focus of the Diversity Task Force has been housing, Viva Tualatin, and resource sharing. The Citizen Involvement Organization (CIO) has been focusing on website redevelopment, social media, CERT, and the upcoming National Night Out event. Coordinator Ruef stated the annual CIO meetings saw record attendance this year with an estimated attendance of 150 people. Topics at the meetings included Tualatin 2040, Tualatin Moving Forward, CERT, and other neighborhood issues. Coordinator Ruef stated additional community engagement activities have included participation in the Parks and Recreation Communications Survey, Community Development Community Advisory Committee meetings, and work with Public Works on the Garden Corner Curves outreach. She stated further outreach for summer activities will include opportunities for residents to weigh in on important topics including water supply, transportation, and housing. Coordinator Ruef highlighted upcoming events including National Night Out on August 6 and Viva Tualatin on September 14.

Councilor Morrison, Brooks, and Reyes thanked staff for their great work on their community engagement efforts.

PUBLIC HEARINGS - *Legislative or Other*

1. Consideration of **Resolution No. 5446-19** Adopting the City of Tualatin Budget for the Fiscal Year Commencing July 1, 2019, Making Appropriations, Levying Ad-Valorem Taxes, and Categorizing the Levies

Finance Director Don Hudson presented the fiscal year 2019–20 budget. The Budget Advisory Committee approved the proposed budget on May 20, 2019. The total of the Fiscal Year 2019-20 Budget is \$103,884,125. The tax rate of \$2.2665 per \$1,000 taxable assessed value, with \$2,874,790 to be levied for bonded debt is included in the budget. The budget is a fiscally prudent budget with a positive ongoing alignment.

Director Hudson presented proposed changes stating the City Council has the ability to change the approved budget in each fund by no more than 10% of the total budget. The proposed changes to the 2019-20 budget approved by the Budget Advisory Committee are related to projects in the Sewer Operating Fund, Road Operating Fund, General Fund, and the Park Development Fund.

PUBLIC COMMENT

None.

MOTION made by Councilor Kellogg, Seconded by Councilor Brooks to adopt Resolution No. 5446-19 adopting the City of Tualatin budget for the fiscal year commencing July 1, 2019, making appropriations, levying ad-valorem taxes, and categorizing the levies.
Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes

MOTION CARRIED

GENERAL BUSINESS

1. Discussion on Council Vacancy Process

City Manager Lombos stated the City received eight applications of interest. She requested the Council set a date for interviews.

Mayor Bubenik requested the Council send potential interview questions to the City Manager and she can combine them.

Council consensus was reached to hold interview on July 17, 5:30 p.m., at the Police Training Room. Council will then vote on a candidate at the July 22 regular meeting.

ITEMS REMOVED FROM CONSENT AGENDA

1. Consideration of Resolution No. 5445-19 Amending the City of Tualatin Fee Schedule and Rescinding Resolution No. 5412-18

Public Works Director Jeff Fuchs spoke to fees regarding small cells and pole attachment options as discussed during the work session. He noted the fee would be assessed for all poles in the right of way regardless of who owns the poles.

PUBLIC COMMENT

Steve Coons, Verizon Wireless Representative, presented concerns with the proposed fee. He stated the fee is too high and requested the Council reduce the costs. He requested staff review the cost savings from selling the poles and consider those cost savings.

COUNCIL DISCUSSION

Councilor Morrison stated he would like to revisit the costs after the program is up and running to ensure the costs are the cities actual cost.

Councilor Brooks stated the fee is just for administrative costs at this rate.

Councilor Kellogg stated the fee is for what it costs today and is willing to review costs later if necessary.

Councilor Grimes stated the fee is just for staff to execute the application.

MOTION made by Councilor Kellogg, Seconded by Council President Grimes to adopt Resolution No. 5445-19 amending the City of Tualatin fee schedule and rescinding Resolution No. 5412-18.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Kellogg, Councilor Morrison, Councilor Reyes

MOTION CARRIED

ADJOURNMENT

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

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 8, 2019

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes

Call to Order

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

Pledge of Allegiance

Announcements

1. Tualatin Youth Advisory Council Update for July 2019

Members of the Youth Advisory Committee (YAC) presented a PowerPoint on their latest activities and upcoming events. On June 14 the YAC in partnership with the Teen Library Committee hosted the Teen Summer Kick-Off in Tualatin Community Park. The event had a game truck, henna tattoos, and a foam machine for 6th-12th graders to participate in. The committee will be selling concessions at the Movies on the Commons this summers as a fundraiser for members to attend the NLC Conference.

2. New Employee Introduction- Police Officer Eli Fults

Police Chief Bill Steele introduced Police Officer Eli Fults. The Council welcomed him.

3. New Employee Introduction- Police Officer Jason Farlow

Police Chief Bill Steele introduced Police Officer Jason Farlow. The Council welcomed him.

Public Comment

Nicole Engram presented issues she had in receiving a residential driveway permit. She stated the process was cumbersome and required umbrella insurance that was difficult for contractors to receive.

Consent Agenda

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

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

MOTION CARRIED

1. Consideration of Approval of the Minutes for the Work Session and Regular Meeting of June 10, 2019

Public Hearings - *Quasi-Judicial*

1. Consideration of PTA 19-0002 to amend the Tualatin Development Code Chapters 49 and 73F and PMA 19-0002 to rezone the City Operations Center property from Light Manufacturing (ML) to Institutional (IN).

Planning Manager Steve Koper and Associate Planner Erin Engman presented a proposed plan map and plan text amendment submitted on behalf of the City of Tualatin concerning the City's Operations and Public Works site. She stated the Operations site is presently developed with approximately four buildings, surface parking areas, and landscaping and is the home to the City's Public Works Department. She stated a rezone is appropriate as government offices are consistent with the purpose statement for the Institutional Zone and there would be no size limitation on the office use. The site would additionally be acknowledged as publicly-owned land and would be removed from the City's industrial land inventory.

Associate Engman stated the plan text amendment adds "Government Offices" and "Public Works Storage Yard and Shop" as permitted uses in the Institutional Zone (IN) and makes minor revisions to Wireless Facility locational standards and height standards. The plan map amendment rezones the subject site from Light Industrial (ML) to Institutional (IN). She stated the amendments complies with applicable state, regional, and local criteria.

Planning Commission Chair Bill Beers stated the Commission is forwarding a positive recommendation. He noted the Commission did not review the amendments to Chapter 73F as they were not prepared for their consideration in time.

PUBLIC COMMENT

None.

Motion made by Council President Grimes, Seconded by Councilor Reyes to approve the plan text amendment and plan map amendment.

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

MOTION CARRIED

General Business

1. Consideration of **Ordinance No. 1422-19** Amending Tualatin Development Code Chapter 49: Institutional Zone and Chapter 73F: Wireless Communication Facilities (PTA 19-0002); and Amending Map 9-1 To Rezone the City Operations Center Property from Light Manufacturing to Institutional Zone (PMA 19-0002)

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

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

MOTION CARRIED

Motion made by Council President Grimes, Seconded by Councilor Reyes for second reading by title only.

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

MOTION CARRIED

Motion made by Council President Grimes, Seconded by Councilor Reyes to adopt Ordinance No. 1422-19 amending Tualatin Development Code Chapter 49: Institutional Zone and Chapter 73F: Wireless Communication Facilities (PTA 19-0002); and amending Map 9-1 to rezone the City Operations Center property from Light Manufacturing to Institutional Zone (PMA 19-0002).

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

MOTION CARRIED

Public Comment

None.

Adjournment

Mayor Bubenik adjourned the meeting at 7:31 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR JULY 8, 2019

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes

Mayor Bubenik called the meeting to order at 5:02 p.m.

1. ***Water Emergency Recovery Plan Presentation and Water Supply Strategy Update.***

Public Works Director Jeff Fuchs and Consultants Nicki Pozos of Barney & Worth and Brian Ginter of Murraysmith presented an update on the Water Emergency Recovery Plan and Water Supply Strategy. Consultant Ginter shared a map showing an overview of the city's water supply and systems. He spoke to what the city could expect from the water system during a catastrophic earthquake. Consultant Pozos stated an Emergency Responders Workshop was held where staff focused on learning about roles after a catastrophic emergency and getting input on the number and characteristics of emergency water distribution sites. From that meeting a draft Water System Recovery Plan was established that identifies four stages of recovery. The draft was then presented to CERT during a workshop where they received feedback to make the plan better. Feedback included making emergency water available at locations familiar to Tualatin residents and CERT members requested training and written instruction on emergency water procedures.

Consultant Ginter spoke to the stages in the Water Emergency Recovery Plan. He stated stage one represents the first few weeks where the city traps water in the reservoirs. Stage two represents the first couple months and includes running water to emergency water distribution sites with supply from the city's reservoirs. Stage three represents one to four months and includes running water to emergency distribution sites with supply from other available supplies. Stage four represents months to years following a disaster and includes recovery of normal water system operations section by section across the city.

Consultant Ginter spoke to water system resiliency improvements. Needed improvements include seismic valves and flexible pipe connections to preserve stored water, procurement of emergency water distribution equipment, hardening of backbone piping when the opportunities arise, and improvements into the Water Master Plan capital improvements list. Consultant Pozos stated next steps for the project include participation in regional emergency planning efforts.

Councilor Brooks asked about ground water and its resiliency over time. Consultant Pozos stated the city's wells are very resilient because of the nature of the rock they are in and the depth of the well.

Councilor Reyes asked how this information is going to be distributed to the community. Consultant Pozos stated it's not appropriate to pick distribution locations at this time. She noted as the systems backbone is built up they will be able to get water to more locations over time and will communicate that as it happens.

Mayor Bubenik asked if a variety sites could be pre-surveyed and prepared so depending on where the event effects they have many options to choose from. Director Fuchs stated the city is focusing on making sure the city has water and then following the emergency responders lead on distribution locations.

Mayor Bubenik asked about the security of the city's water sources and distribution sites during an event. Director Fuchs stated that consideration is beyond the scope of this study and goes back to overall emergency response.

Mayor Bubenik asked who is involved in the regional emergency plan efforts. Director Fuchs stated Washington County is the lead on the efforts.

Councilor Brooks asked about the process for reusable water containers in respect to limitations and sanitation. Director Fuchs stated that is beyond the scope of the plan but the Water Consortium has information on best practices available.

Consultant Pozos presented on Tualatin's Water Supply Strategy which focuses on the loss of Portland's supply due to a localized event. She stated they are in the early stages of planning and are beginning to meet with stakeholders and neighboring water agencies. Community outreach will begin after this meeting via a customer values online survey. Consultant Pozos stated early research themes include: reliability and water quality as top stakeholder values, cost being secondary to preparedness, water agencies are interested in having more than one source, the need to differentiate between local interties and supply-level interties, and thinking beyond a single supply scenario to develop a resilient supply network.

Council President Grimes arrived at 5:35 p.m.

Director Fuchs provided a precursor to a presentation in two weeks that will ask the Council to approve the Willamette River Water Coalition IGA. He stated the City is partners with Tigard, Sherwood, and Tualatin Valley Water District. Director Fuchs stated the WRWC purpose is transition to managing member water rights on the Willamette River. He stated the WRWC holds 130 million gallons per day in water rights. Director Fuchs stated Tualatin doesn't have water rights currently and the new IGA would provide Tualatin with access to 3.1 MGD from TVWD if needed in the future.

Mayor Bubenik asked staff to explain what interties the city has. Director Fuchs stated the city has interties with Tigard, Lake Oswego, Wilsonville, Sherwood, and Rivergrove.

Council President Grimes asked if it is possible to have a secondary water source that is used for non-potable water as a cheaper option. Director Fuchs stated some cities have dual water systems that require two sets of pipes. He stated the city only has one set so it would be cost prohibitive. Consultant Pozos stated other water sources are in the small ballpark for costs and not necessarily cheaper. She added that when looking at water sources it's not necessarily about the cheapest option but about resiliency of the supply.

Councilor Brooks asked about industry use of water during an emergency. Director Fuchs stated the city has a curtailment plan that applies to all users of the system.

2. ***Social Gaming in Tualatin.***

Assistant City Manager/Finance Director Don Hudson and Management Analyst Lisa Thorpe presented on social gaming in Tualatin. Analyst Thorpe stated social gaming is a game between players in a private business/club that has no house player, house bank, house odds,

or house income. She stated they are games other than lottery such as bingo, raffles, and casino-like games. Analyst Thorpe stated State law allows cities by ordinance to allow social gaming in jurisdictions. She noted the city currently does not have an ordinance. She presented information on what neighboring cities are doing. Analyst Thorpe stated common standard requirements included no house player/bank/odds/income, an administrative inspection process, clearly posted notices, and a required application.

Mayor Bubenik stated there is a business in town that had their bingo game shut down by the state due to the lack of city ordinance. He stated the businesses has requested the city pass an ordinance so they can bring back their popular bingo game.

Councilor Brooks stated she is in favor of an ordinance as long it is appropriate for the city.

Council President Grimes stated she is favor of an ordinance. She asked if the city could preclude poker rooms. Analyst Thorpe stated you can preclude any types in the ordinance.

Analyst Thorpe stated staff will draft an ordinance and bring it back for further Council consideration. She asked what community input the Council would like to have around the ordinance.

Mayor Bubenik stated it should be taken to the CIO President's meeting for them to distribute the information. He suggested social media avenues such as Next Door and Facebook.

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

Councilor Brooks stated she attended the Water Commission meeting where they announced the City of Beaverton joined the Tigard Coalition.

Mayor Bubenik requested the Council stick to the provided questions for the upcoming Council interviews so that it is fair for all candidates.

Mayor Bubenik stated he attended the WEA breakfast, swearing in of the new TVFR Fire Chief, and the Aging Task Force meeting. He stated he will be participating in a conference call regarding the two letters the City received from Metro about the Stafford Area.

Council President Grimes asked if there is a way to provide transportation to the operations facility when Council meetings are held there in the future. City Manager Lombos stated the Council meetings won't be moved to the new site. She stated mobility is a consideration when holding meetings at alternative locations.

Mayor Bubenik adjourned the work session at 6:27 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



**OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL SPECIAL WORK
SESSION FOR JULY 15, 2019**

Present: Mayor Frank Bubenik, Councilor Bridget Brooks, Councilor Robert Kellogg, Councilor Paul Morrison

Absent: Council President Nancy Grimes and Councilor Maria Reyes

The City Council and staff toured the Durham Wastewater Treatment Facility. The tour began at 4:30 p.m. and concluded at 7:10 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: Nicholas Westendorf, Management Analyst II
Jeff Fuchs, PE, Public Works Director

DATE: July 22, 2019

SUBJECT:

Consideration of **Resolution No. 5458-19** Accepting Clackamas County's Order to Surrender Jurisdiction Over a Portion of Borland Road in Tualatin between 65th Avenue and Saum Creek Court

RECOMMENDATION:

Staff recommends approval of Resolution 5458-19.

EXECUTIVE SUMMARY:

The City and Clackamas County entered into an Intergovernmental Agreement in March of 2019 that outlined the details to transfer ownership of 0.78 miles of SW Borland Road within the City from Clackamas County to the City.

On June 6, 2019 the Clackamas County Board passed Board Order 2019-55 initiating the transfer of a portion of SW Borland Road to the City. For the transfer to be complete, the City now needs to accept Clackamas County's Order to transfer ownership to the City.

Clackamas County will pay the City \$366,500 to complete a number of improvements to the roadway to bring the roadway up to City standards. The \$366,500 is based on an engineer's estimate to resurface sections of Borland Road, rebuild/install 19 ADA curb ramps, and upgrade an ADA pedestrian signal at 56th Avenue and Borland Road. The agreement requires that the City complete these improvements by 2021.

OUTCOMES OF DECISION:

The City will take ownership of the portion of SW Borland Road shown in Exhibit A, page 6.

FINANCIAL IMPLICATIONS:

The City will receive \$366,500 from Clackamas County to fund the required improvements to bring SW Borland Road to a condition the City deems acceptable to be added into our road inventory. The \$366,500 is expected to cover the cost to construct the improvements.

The City will be responsible for all future maintenance of SW Borland Road. The road will be added to our pavement maintenance program and scheduled for future overlays, slurry sealing, or cracking sealing as the road ages. The ongoing maintenance of the road will have minimal impacts. This is due to the small number of lane miles (0.78 miles) being transferred as well as the improvements that will be done with funding from Clackamas County at the time of transfer.

ATTACHMENTS:

- Resolution 5458-19 Accepting Clackamas County's Order to surrender jurisdiction over the portion of Borland Road between 65th Avenue and Saum Creek Court.
- Exhibit A – Text and Map description of the portion of Borland Road being transferred
- Exhibit B - Clackamas County Board Order 2019-55

RESOLUTION NO. 5458-19

A RESOLUTION ACCEPTING CLACKAMAS COUNTY'S ORDER TO SURRENDER JURISDICTION OVER THE PORTION OF BORLAND ROAD BETWEEN 65TH AVENUE AND SAUM CREEK COURT.

Whereas, the City and Clackamas County entered into an Intergovernmental Agreement for the jurisdictional transfer of a portion of Borland Road;

Whereas, ORS 373.270 authorizes the City to accept the jurisdictional transfer of Clackamas County roads and provides a process for such transfer;

Whereas, Clackamas County held a duly noticed public hearing to consider the jurisdictional transfer and determined it was necessary, expedient, and in the best interest of the County to surrender jurisdiction over the portion of Borland Road between 65th Avenue and Saum Creek Court and inside the City limits;

Whereas, Clackamas County offered to surrender the portion of Borland Road between 65th Avenue and Saum Creek Court in Order No. 2019-55, which is attached as Exhibit 1 and incorporated herein; and

Whereas, the City wishes to assume the full and absolute jurisdiction over the portion of Borland Road between 65th Avenue and Saum Creek Court for all purposes of repair, construction, improvement and the levying and collection of assessments as it is critical to economic development within the City.

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

Section 1. The Council hereby accepts Clackamas County Order No. 2019-55, as set forth in Exhibit 1, to surrender jurisdiction over the portion of Borland Road between 65th Avenue and Saum Creek Court.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this ____ day of _____, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

48/3

Exhibit 1 to
Resolution No. 5458-19

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2019-0711

06/12/2019 11:00:09 AM

Clackamas County Official Records
Sherry Hall, County Clerk

2019-032505



02235434201900325050040053

NO FEE

06/12/2019 11:09:57 AM

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This is a no fee document



**CLACKAMAS
COUNTY
RECORDING
DEPARTMENT
CERTIFICATE
PAGE**

**This page must be included
if document is re-recorded.**

Do Not remove from original document.

6

**This file
contains
Defects in
Original
Document**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Tualatin, jurisdiction over
Borland Road Market Road No.
4, DTD No. 21547



Board Order No. 2019-55
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Tualatin, and the preceding negotiation between the City of Tualatin and Clackamas County Department of Transportation and Development to transfer a portion of the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>Mrkt #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Borland Road	4	21547	MP 0.0	MP 0.78	340,000

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in The Times Newspaper on 05/02/19, 05/09/19, 05/16/19, and 05/23/19; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of the portion of Borland Road described above to the City of Tualatin such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Tualatin and shall vest as of the date the City of Tualatin accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Tualatin within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Tualatin of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 340,000 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Tualatin, jurisdiction over
Borland Road Market Road No.
4, DTD No. 21547



Board Order No. 2019-55
Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 6th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit 1 to Resolution No. 5458-19

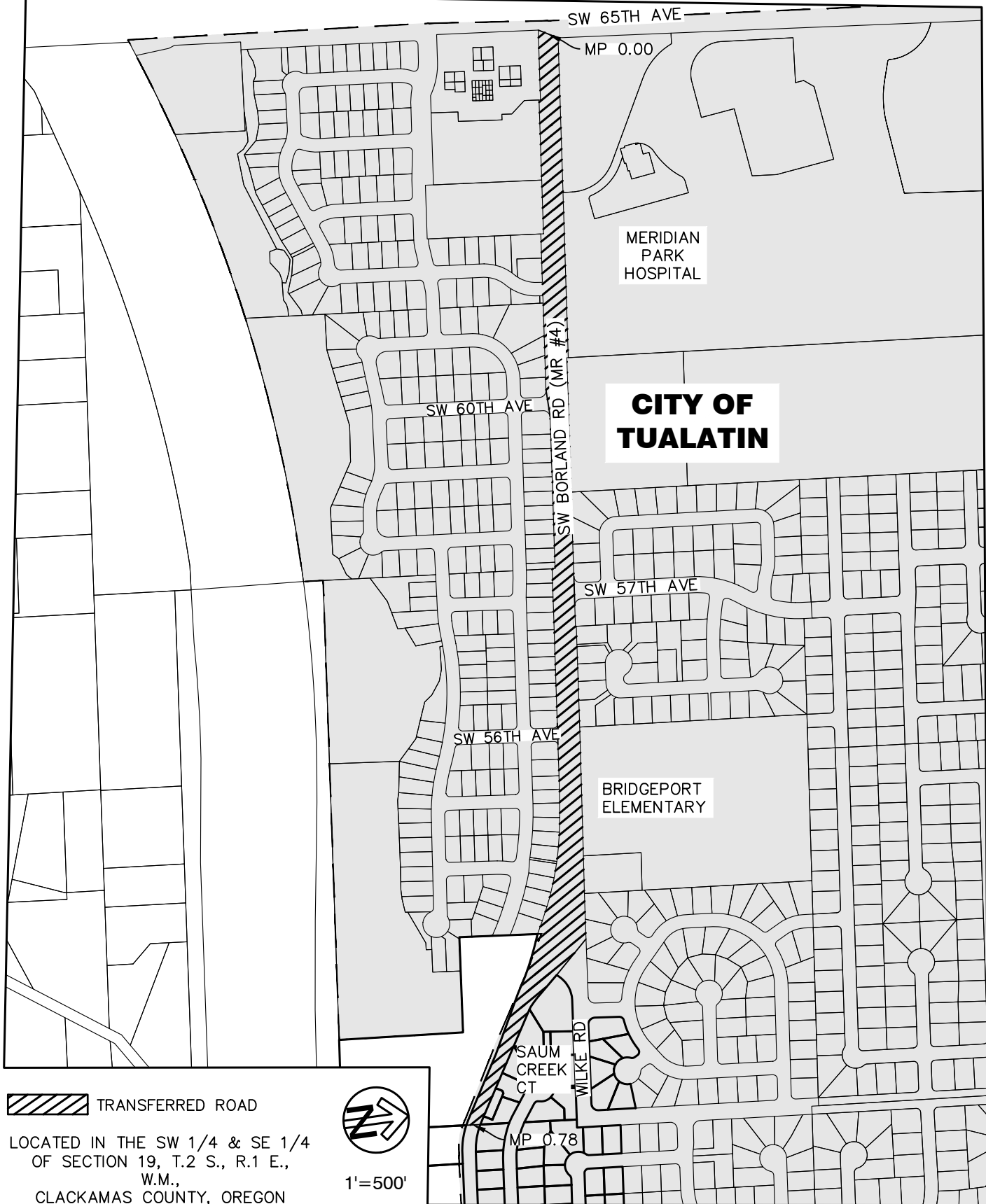
Exhibit A


Southwest Borland Road Description

All that portion of SW Borland Road, Market Road No. 4, Department of Transportation and Development maintenance No. 21547; Situated in the southwest 1/4 and southeast 1/4 of Section 19, T. 2S., R. 1E., W.M. as depicted on Exhibit B, attached hereto, lying East of and between SW 65th Avenue (mile point 0.00) and the extension of the easterly boundary of the plat of "Saum Creek Court", Plat No. 3316 (mile point 0.78), being a total of approximately 4,120 feet long, varying in width.

Containing 340,000 square feet, more or less.

EXHIBIT "B"



 TRANSFERRED ROAD
 LOCATED IN THE SW 1/4 & SE 1/4
 OF SECTION 19, T.2 S., R.1 E.,
 W.M.,
 CLACKAMAS COUNTY, OREGON



1"=500'

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: M.BAYS DATE: 12/17/2018
 JURISDICTIONAL TRANSFER
 BORLAND ROAD
 MARKET ROAD #4

SHEET
 1 OF 1



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Mike McCarthy, PE, Principal Transportation Engineer
Jeff Fuchs, PE, Public Works Director
DATE: July 22, 2019

SUBJECT:

Consideration of **Resolution No. 5459-19** Awarding the Contract for the Sagert St Pedestrian Connectivity and Enhancement Project to Brown Construction Inc. and Authorizing the City Manager to Execute a Contract

RECOMMENDATION:

Staff recommends that Council approve the resolution to allow the City Manager to execute a contract with Brown Contracting Inc. to construct the Sagert St Pedestrian Connectivity and Enhancement Project in the amount of \$123,123.

EXECUTIVE SUMMARY:

This project will construct improved sidewalks, curb ramps, and striping along SW Sagert Street between SW 72nd Ave and SW Wampanoag Dr.

The City hired Alta Planning & Design to design this project. The construction contract was advertised in the Daily Journal of Commerce on May 31, 2019, and in El Latino de Hoy on June 6, 2019. Four (4) responsive bids were received before the bid period closed on June 27, 2019. *Brown Contracting Inc.* submitted the lowest responsible bid in the amount of \$123,123.

OUTCOMES OF DECISION:

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

ALTERNATIVES TO RECOMMENDATION:

Council could decide to not award this contract.

FINANCIAL IMPLICATIONS:

Funding has been obtained for this project through the Community Development Block Grant program through Washington County, with City matching funds from the Road Operating Fund.

RESOLUTION NO. 5459-19

A RESOLUTION AWARDING THE CONTRACT FOR CONSTRUCTION OF THE SAGERT ST PEDESTRIAN CONNECTIVITY AND ENHANCEMENT PROJECT

WHEREAS, the project was advertised in the *Daily Journal of Commerce* on May 31st, 2019, and *El Latino De Hoy* on June 6th, 2019; and

WHEREAS, four (4) bids were received prior to the close of the bid period on June 27th, 2019; and

WHEREAS, Brown Contracting Inc. submitted the lowest responsible bid for the project in the amount of \$123,123.00; and

WHEREAS, there are funds budgeted for construction of this project in the Road Operating Fund, to be reimbursed with Community Development Block Grant funds through Washington County.

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

Section 1. The contract is awarded to Brown Contracting Inc.

Section 2. The City Manager is authorized to execute a contract with Brown Contracting Inc. in the amount of \$123,123.00.

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 22nd day of July, 2019.

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: Lindsay Marshall, Management Analyst II
Clayton Reynolds, Maintenance Services Manager

DATE: July 22, 2019

SUBJECT:

Consideration of **Resolution No. 5461-19** Accepting 2018 Urban Areas Securities Initiative grant funds to support the Tualatin Community Emergency Response Team

RECOMMENDATION:

Staff recommends approval of Resolution 5461-19.

EXECUTIVE SUMMARY:

The Urban Areas Security Initiative (UASI), a Department of Homeland Security grant program, is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

The City of Portland, through the Portland Bureau of Emergency Management (PBEM), is the sub recipient of the 2018 UASI grant. The City of Tualatin will receive the funding through the Regional Disaster Preparedness Organization (RDPO), coordinated via Washington County.

The Tualatin Community Emergency Response Team (CERT) is a local, citizen run program entering its third year. CERT is an organization of volunteer emergency workers who have received specific and standardized training in basic disaster response skills, and who agree to supplement existing emergency responders in the event of a major disaster. The City of Tualatin requested \$2,400 from the UASI grant to assist Tualatin CERT in purchasing training materials and supplies, which includes: CERT Team Backpack filled with supplies for new members, printing of training manuals, equipment, 4-in-1 tools, and specialty guest instructor fees.

OUTCOMES OF DECISION:

The City will receive grant funds to assist Tualatin CERT in purchasing training materials and supplies.

FINANCIAL IMPLICATIONS:

The City will receive \$2,400 from the 2018 Urban Areas Security Initiative (UASI) grant to purchase training materials and supplies for the Tualatin Community Response Team (CERT).

ATTACHMENTS:

-Resolution No. 5461-19 Accepting funds for the 2018 Urban Areas Security Initiative (UASI) grant to purchase training supplies for the Tualatin Community Response Team (CERT).

RESOLUTION NO. 5461-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT FUNDS FOR THE 2018 URBAN AREAS SECURITY INITIATIVE (UASI) GRANT TO PURCHASE TRAINING SUPPLIES FOR THE TUALATIN COMMUNITY RESPONSE TEAM (CERT).

WHEREAS, receiving the Urban Areas Security Initiative Grant funds would provide funding for purchasing training supplies for the Tualatin Community Response Team (CERT);

WHEREAS, the City of Tualatin desires to participate in the 2018 UASI grant program to support Tualatin CERT, a program focused on citizen preparedness and assistance during emergencies; and

WHEREAS, the UASI grant program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

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

Section 1. The City Manager is authorized to accept \$2,400 in Grant funding from the 2018 Urban Areas Security Initiative for the Tualatin Community Emergency Response Team (CERT) to purchase training supplies.

Section 2. The City Manager is authorized to execute any and all documents related to the grant application and to effectuate the award.

Section 3. This Resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 22nd day of July 2019.

APPROVED AS TO LEGAL FORM

BY _____
City Attorney

CITY OF TUALATIN OREGON

BY _____
Mayor

ATTEST

BY _____
City Recorder

**COMMUNITY
ENHANCEMENT
AWARD**



**TUALATIN ARTS ADVISORY COMMITTEE
PARKS & RECREATION DEPARTMENT**

THE COMMUNITY ENHANCEMENT AWARD

Created to recognize individuals and organizations for their contributions to significant art endeavors and experiences within the Tualatin community.

The Tualatin Arts Advisory Committee identifies award candidates and makes recommendations to the City Council.

PAST RECIPIENTS

- The Community at Marquis, Marquis Café (2018)
- Mask & Mirror Community Theatre production of “Singin’ in the Rain” (2016)
- CenterCal Properties (2015)
- Jeannine Miller, Tualatin High School (2014)
- The Lewis & Floetta Ide Healing Garden, Meridian Park Hospital (2013)
- Don Armstrong, McDonald’s Restaurants (2011)
- Althea Pratt-Broome, Willowbrook Arts Camp (2011)
- Lumiere Players Theatre (2010)

2019 AWARD RECIPIENTS

S&A IRISH ENTERTAINMENT

**IRISH DANCE LESSONS AND PERFORMANCES HELD
AT THE WINONA GRANGE**

TRIMET

**“COHO COMMUTE” SCULPTURES AT MOHAWK ST.
PARK & RIDE**

TRIMET COHO COMMUTE

- Originally installed in 1997 by artist Miles A. Pepper
- Nine brushed-aluminum Coho salmon weather vanes
- Recently has undergone a cleaning and restoration process
- Integrates art into an open-to-the-public venue for Tualatin community members to view and enjoy



S&A IRISH ENTERTAINMENT

- Established in 2007 with performances, expanded to include a variety of Irish cultural opportunities
- Utilizes Winona Grange's historic facility
- Concerts, classes, Ceilis (Irish dances), Irish music jam sessions
- Encourages participation of dance, performance, and social engagement for the community





CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nic Westendorf, Management Analyst II
DATE: July 22, 2019

SUBJECT:

Consideration of **Ordinance No. 1424-19** Approving the Second Restated Intergovernmental Cooperative Agreement creating the Willamette River Water Coalition

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1424-19.

EXECUTIVE SUMMARY:

The Willamette River Water Coalition consists of Tualatin Valley Water District and the Cities of Sherwood, Tigard, and Tualatin. The purpose of the Willamette River Water Coalition is to receive, hold, preserve, and protect existing and future water rights on the Willamette River for municipal use by the members of the WRWC.

The main change to the second restated agreement effecting the City is the provision for Tualatin to access 3.1 million gallons per day (MGD) of TVWD's allocation. While not allocated directly to the City of Tualatin, this does provide another potential source of water in the event of an emergency or need for a secondary water source if needed at some point in the future.

Additionally, this agreement addresses the new water treatment plant being built off of SW 124th Ave near Sherwood, the various facilities related Willamette River water through the WRWC permits, and the governance for the different facilities and groups involved.

Tualatin is not participating in any of these facilities and agreements but does maintain the ability to utilize the WRWC permits for accessing Willamette water at some point in the future.

Under the Tualatin Charter Section 46, the City cannot use Willamette River water as a drinking water source unless approved by the voters. The Second Restated Agreement is consistent with the Charter and nothing in the Second Restated Agreement changes Charter requirements.

ADDITIONAL INFORMATION:

The Willamette River Water Coalition is an intergovernmental entity created under the authority of ORS 190.

The current agreement ("First Restated") has become outdated due to the Willamette Water Supply System project initiated by Tualatin Valley Water District and City of Hillsboro. The Water Supply System projects and related agreements include a new water treatment plant being built off of SW 124th Ave near Sherwood and various facilities related Willamette River water through the Willamette River Water Coalition permits, and the governance for the different facilities and groups

involved. Tualatin is not participating in any of these facilities or agreements. As a result, the parties have proposed a Second Restated Intergovernmental Cooperative Agreement that will update and clarify the Willamette River Water Coalition partnership, and supersede all prior intergovernmental agreements. Through participation in the Willamette River Water Coalition, the City maintains its opportunity to access Willamette water at some point in the future.

City staff worked with fellow Willamette River Water Coalition partners to craft several housekeeping-type revisions for the proposed Second Restated Agreement. The major points of the Second Restated Agreement are:

- Recitals were added to update the historical record regarding the creation of the Willamette Intake Facility Commission, the soon to be created Willamette Water Supply System Commission, and the Willamette River Water Coalition primary purpose of water right stewardship;
- Provides clarity on the development and approval of an annual Work Plan, annual budget, and payment of allocated cost shares;
- Provides that the Willamette River Water Coalition project water right will be drawn through the Willamette Intake Facility and treated at the Willamette River Water Treatment Plant or the new Water Treatment Plant prior to delivery to an individual Party's system;
- Restates the quantities of the Willamette River Water Coalition water right allocation to Sherwood and Tigard and provides an allocation to Tualatin Valley Water District now that Tualatin Valley Water District is ready to use Willamette water. Tualatin Valley Water District also commits to providing 3.1 MGD from its assigned share if Tualatin requests and meets other conditions;
- In addition to the allocations stated in the agreement, there is approximately 25 MGD of unassigned water if a Party has unforeseen demands or if Willamette River Water Coalition admits a new member.
- Restates the process for making future proposals to use the water and build joint facilities. The proposing Party may proceed individually or in concert with other Parties, but any use of Willamette River Water Coalition water, in that proposed facility, must be approved by the WRWC Board. A Party is always free to obtain and use a non- Willamette River Water Coalition water right.
- Restates that the Willamette River Water Coalition permit is regional in nature, and the Coalition should be open to consideration of new members, or contracts for wholesale, mutual aid, or emergency supply. Money received from the use of Willamette River Water Coalition water should be paid to Willamette River Water Coalition, and then the Parties will determine disposition.
- Provides clarity and provisions pertaining to voluntary or involuntary termination of the agreement relating to any capital assets and/or water rights allocations.

This Second Restated Agreement is proposed to be ratified by Ordinance because the Willamette River Water Coalition is an intergovernmental entity. Under ORS 190.085, each party to an intergovernmental agreement must enact an ordinance ratifying the creation of an intergovernmental entity.

OUTCOMES OF DECISION:

The City of Tualatin will continue to participate in the WRWC under the second restated Intergovernmental Cooperative Agreement with potential access to 3.1 MGD of TVWD's allocation of Willamette River water.

FINANCIAL IMPLICATIONS:

The City will continue to pay membership dues to the WRWC in the amount of \$3,400 annually. This cost is not new and is currently budgeted in Water Operating Fund.

ATTACHMENTS:

- Ordinance 1424-19 Approving the Second Restated Intergovernmental Cooperative Agreement creating the Willamette River Water Coalition.
- EXHIBIT 1 – The Second Restated Intergovernmental Cooperative Agreement creating the Willamette River Water Coalition

ORDINANCE NO. 1424-19

AN ORDINANCE APPROVING THE SECOND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT CREATING THE WILLAMETTE RIVER WATER COALITION, AN INTERGOVERNMENTAL ENTITY FORMED UNDER ORS CHAPTER 190 BETWEEN TUALATIN VALLEY WATER DISTRICT AND THE CITIES OF SHERWOOD, TIGARD AND TUALATIN

WHEREAS, Tualatin Valley Water District (District) and the Cities of Sherwood, Tigard, and Tualatin were original members, along with other municipal water providers, of the Willamette Water Supply Agency, an ORS Chapter 190 intergovernmental entity formed in 1997 to develop and use the Willamette River as a drinking water source for their respective service boundaries;

WHEREAS, in 2008 the District, Sherwood, Tigard, and Tualatin adopted the First Restated Intergovernmental Cooperative Agreement Creating the Willamette River Water Coalition (WRWC) (First Restated Agreement), continuing the original 1997 intergovernmental entity under Oregon Revised Statutes 190.003 to 190.265, to develop and use Willamette River water and own, upgrade and expand, operate and manage a water treatment plant, transmission and storage;

WHEREAS, the municipal entities who comprise the WRWC now wish to amend and restate the 2008 First Restated Agreement and enter into the Second Restated Intergovernmental Cooperative Agreement Creating the Willamette River Water Coalition, effective October 1, 2019, thereby continuing the original intergovernmental entity under Oregon Revised Statutes 190.003 to 190.265, vested with the powers and authorities as set forth in Exhibit 1, attached hereto and incorporated by reference;

WHEREAS, the Council of the City of Tualatin finds that it is in the best interest of the City to enter into the Second Restated Intergovernmental Cooperative Agreement Creating the Willamette River Water Coalition and to continue as a member of the WRWC; and

WHEREAS, ORS 190.085 requires the City and the other parties to enact an ordinance ratifying the Second Restated Intergovernmental Cooperative Agreement Creating the Willamette River Water Coalition.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The City of Tualatin approves the Second Restated Intergovernmental Cooperative Agreement Creating the Willamette River Water Coalition (WRWC) (Agreement) with the Tualatin Valley Water District and the cities of Sherwood and Tigard, which attached hereto as Exhibit 1 and incorporated by reference.

Section 2. The effective date of the Agreement is October 1, 2019.

Section 3. The public purpose of the WRWC Commission is to receive, hold, preserve, and protect existing and future water rights on the Willamette River for municipal use by the members of the WRWC and use all authority vested in the Agreement for the operation, maintenance, design, construction, repair and replacement of any supply system assets that may be authorized by the WRWC Commission.

Section 4. To carry out its public purpose, the WRWC Commission shall have the following powers, duties and functions, and as more specifically set forth in the Agreement attached hereto as Exhibit 1, and in addition to those specified in ORS 190.003 through 190.265:

- A. To receive and hold Permit No. 49240, issued to WRWC by the State of Oregon Water Resources Department for 130 million gallons per day, with a priority date of June 19, 1973, to acquire new or existing water rights and to develop those water rights on the Willamette River and to perform all other actions necessary to preserve and protect them.
- B. To study and support water resource stewardship and natural resource protection of the Willamette River to maintain and enhance water quality and availability.
- C. To provide support to other entities involved in efforts to improve the health of the Willamette River watershed.
- D. To purchase, own, hold, appropriate and condemn land, facilities and rights of way either in its own name or in the name of an individual Party hereto to develop Willamette River rights.
- E. To design, permit, construct, own, operate, repair and replace water system facilities as it deems necessary for municipal use in the service territories of each Party.
- F. To otherwise manage the business affairs of the WRWC as set forth in the Agreement, to adopt such bylaws, rules, regulations and policies as the parties deem necessary to further the purposes of the WRWC and to exercise all powers pursuant to the applicable acts, charters, or laws of the individual parties, which are necessary or desirable to economically and efficiently develop and operate the WRWC Commission.

Section 5. As provided by City Charter, this ordinance takes effect 30 days from the date of adoption.

Section 6. As required by ORS 190.085(2), not later than 30 days after the effective date of the Agreement, the City and other parties will file, or cause to be filed,

with the Secretary of State for the State of Oregon a copy of this ordinance together with the statement required by ORS 190.085(2).

Adopted by the City Council this 22nd day of July, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT 1

SECOND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT CREATING THE WILLAMETTE RIVER WATER COALITION (WRWC)

THIS SECOND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT is entered into by and between the following entities: Tualatin Valley Water District, a Domestic Water Supply District formed under ORS Chapter 264 (“TVWD”), the City of Sherwood, a municipal corporation (“SHERWOOD”), the City of Tigard, a municipal corporation (“TIGARD”) and the City of Tualatin, a municipal corporation (“TUALATIN”), each also sometimes referred to as (“Party”) or collectively as (“Parties”).

RECITALS:

A. WHEREAS, the Parties hereto have the authority to enter into this Agreement pursuant to their respective principal acts, charters and ORS 190.003 *et seq.*; and

B. WHEREAS, these Parties and others created the Willamette Water Supply Agency by Agreement and amended that Agreement in 2008 to rename it as the Willamette River Water Coalition (“WRWC”), to develop and use water from the Willamette River through jointly owned water treatment plant(s), transmission pipelines, pumping stations and storage facilities; and

C. WHEREAS, the intent of the WRWC Agreement was to allow Parties to develop and use the Willamette River presently or in the future for water supply needs that could be met by the Willamette River as an economic, efficient and available source; and

D. WHEREAS, TVWD and the City of Hillsboro entered into the Agreement for Design and Construction of the Willamette Water Supply Program (“WWSP”) dated June 16, 2015, to construct an expanded raw water intake facility and water treatment facilities at the Willamette River Water Treatment Plant (“WRWTP”) and finished water transmission pipelines, pumping and storage facilities to deliver water to the TVWD and Hillsboro distribution systems known as the Willamette Water Supply System (“WWSS”); and

E. WHEREAS, the Parties hereto along with the Cities of Hillsboro, Beaverton and Wilsonville engaged in the Willamette Governance Group negotiations regarding participation in all or part of the WWSS improvements that originally envisioned all water treatment plant facilities being located at the (“WRWTP”) in Wilsonville on land owned jointly by TVWD and Wilsonville under ownership and management of an ORS Chapter 190 entity; and

F. WHEREAS, the WRWC Parties engaged in the Willamette Governance Group negotiations to determine how and when the Parties would apply WRWC Water Permit No. 49240 to beneficial use in the new or expanded WWSS facilities or the WRWTP and whether the WRWC would be designated as the ORS Chapter 190 governance entity or if a new entity would be formed; and

G. WHEREAS, for various reasons, TVWD and Hillsboro elected to locate the WWSS Water Treatment Plant on other property near Sherwood and that decision reduced the focus of the ORS Chapter 190 governance entity to include only the upgrade and expansion of the Water Intake Facilities; and

H. WHEREAS, the resulting Willamette Intake Facilities Agreement dated April 18, 2018, provides for the upgrade and expansion of the Raw Water Intake Facilities to approximately 150 million gallons per day, created the Willamette Intake Facilities (“WIF”) Commission, and the Parties, except Tualatin, intend to use the WRWC permit to provide their respective allocated shares of water for treatment at the Willamette River Water Treatment Plant (Sherwood and Tigard) or the WWSS Water Treatment Plant (TVWD and Tigard); and

I. WHEREAS, Tualatin has determined not to participate in the above-described facilities and governance agreements but desires to maintain its opportunity to use the WRWC Permit at some point in the future; and

J. WHEREAS, as a result of the creation of the WIF Commission and the newly created Willamette Water Supply System Commission, under ORS Chapter 190, the WRWC’s primary mission and scope should be changed so that it holds, manages and protects the WRWC Water Permit 49420; acquires new or existing water rights; provides stewardship in water quality and natural resource management services to the Parties; studies local water demands; owns potable water facilities as necessary for the benefit of the Parties; and governs the use of existing permitted rights and future rights and areas of water usage; and being fully advised.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. WILLAMETTE RIVER WATER COALITION

1.1 WRWC. There is hereby restated and continued the Willamette River Water Coalition. The Parties to the WRWC shall number four (4). The governing body of each Party shall appoint one (1) Board Member and may appoint one (1) alternate to act as Board Member in the absence of the primary Board Member. Each Board Member shall have one vote. Board Members of WRWC shall serve at the pleasure of their respective appointing bodies.

1.2 General Powers and Duties. WRWC shall have the following powers:

1.2.1 To adopt such bylaws, rules, regulations and policies as it deems necessary in furtherance of the purposes of this Agreement.

1.2.2 To receive and hold WRWC Permit No. 49240 for 130 million gallons per day (mgd), 202 cubic feet per second (cfs), with a priority date of June 19, 1973, to acquire new or existing water rights and to develop those water rights on the Willamette River, and to perform all other actions necessary to preserve and protect them.

- 1.2.3 To study and support water resource stewardship and natural resource protection of the Willamette River to maintain and enhance water quality and availability.
- 1.2.4 To provide support to other entities involved in efforts to improve the health of the Willamette watershed.
- 1.2.5 To purchase, own, hold, appropriate and condemn land, facilities, and rights of way either in its own name or in the name of an individual Party hereto to develop Willamette River rights.
- 1.2.6 To design, permit, construct, own, operate, maintain, repair and replace water system facilities as it deems necessary.
- 1.2.7 To perform and exercise pursuant to the Charter or principal acts of the Parties or by Section 190.003 through 190.250 of the Oregon Revised Statutes, all powers pursuant to applicable charter, ordinance, or state or federal law which are necessary to efficiently and effectively develop water sources.

1.3 Effective Date and Duration. This Agreement is effective on October 1, 2019. Subject to Section 6 of this Agreement dealing with termination or withdrawal, the duration of this Agreement shall be perpetual.

1.4 Meetings; Manner of Acting. Meetings of WRWC shall be conducted in accordance with the provisions of the Oregon Public Meetings Law, Oregon Revised Statutes Section 192.610 et seq. A majority of the Board Members shall constitute a quorum for the transaction of business, and only if a quorum is present, a majority of those present shall be necessary to decide any issue, except as otherwise provided herein.

- 1.4.1 Any decision of WRWC seeking financing or other financial obligation shall require an affirmative vote of the governing body of each Party that will financially participate in any project. A WRWC Board Member may bind his/her entity without governing body approval if the amount in question is within his/her delegated contracting authority.
- 1.4.2 A unanimous vote shall require an approving vote of each Board Member. Unanimous votes are required for allocation of WRWC water rights, issuance of WRWC issued debt, admission of new Parties, transfer of interest, and dissolution.
- 1.4.3 A supermajority vote shall require an affirmative vote of three (3) Board Members. Supermajority vote is required for designation of the Managing Agency.

1.5 Meetings. Regular meetings of WRWC shall be conducted at such times as WRWC may designate but shall be no less than semi-annually. The Chair, upon his/her own motion, may, or shall, at the request of two (2) Board Members of WRWC, call a special meeting. The Managing Agency shall endeavor to give notice to Board Members of the WRWC of each meeting no less than seven (7) days in advance, unless an emergency exists. In cases of an emergency, notice reasonable under the circumstances shall be given.

1.6 Officers. Annually, at the beginning of each fiscal year, the Board Members shall elect a Chair and Vice-Chair from among themselves who shall be officers of WRWC who shall serve a term of one (1) year. The WRWC Board shall also appoint a Secretary who need not be a Board Member of WRWC who shall be responsible for WRWC's records and shall keep a record of all WRWC proceedings. Officers shall serve at the pleasure of the WRWC Board or until their successors shall be appointed and take office.

1.7 Work Plan and Budgeting, Accounting, Audits. WRWC shall annually prepare a Work Plan and a proposed budget for the next fiscal year and distribute it to the Parties by February 1 of each year. This Work Plan shall include an estimate of expenses for general administration and for special projects. It is anticipated that each Party shall budget its own staff and funds for costs or provision of in-kind services as necessary. The Work Plan, Budget, and duties performed by the Managing Agency will include invoice, payment, and other financial procedures and matters.

Each Party's apportioned share of the general administration expenses shall be determined by the following formula: one half of the total administrative costs for the fiscal year shall be divided evenly among the WRWC Parties, the second half of the total administrative costs for the fiscal year will be divided among the WRWC Parties according to their percentage share of the total number of water meters served by the Parties of the WRWC as of December 31 of the current fiscal year. WRWC shall maintain financial reports showing its expenditures and receipts by category item for each transaction through the last working day of the preceding calendar month. If necessary, WRWC shall cause an independent audit to be performed and completed by a certified public accountant in accordance with ORS 297.405 et seq., within six (6) months following the end of each fiscal year.

For special projects that will be approved with each budget and separate from general administration, each Party's apportioned share shall be estimated and set forth in a Work Plan detailing the scope of work to be performed and the participating Parties, and the amounts so estimated may be budgeted and appropriated by the Parties in accordance with local budget law. Any special project to design, construct and own water system facility assets shall have a separate Project Agreement between the participating Parties.

1.8 Effect of Participation. Each Party's annual budget contribution shall entitle it to Party status, and each Party shall own an undivided proportionate interest in the assets as reflected, which shall be adjusted by capital contributions over time as set forth in addenda or by separate written agreement. If membership status is maintained, then each Party will have the right to equity participation in the construction of new or expanded facilities if proposed, have an option to purchase

an interest in new or expanded facilities at future times, and/or to be a wholesale customer, subject to the terms of any applicable project agreement.

1.9 Managing Agency. TVWD shall be the Managing Agency until a change is requested by the Managing Agency or three Parties vote to change, such change to be effective 365 days after such request or vote, unless otherwise agreed by the Parties. Upon the request of two or more Parties, the Board shall solicit proposals for selection of a Managing Agency, subject to the foregoing. The Board may delegate any and all powers to the Managing Agency as necessary to provide for the management functions required to administer the WRWC. The Managing Agency is responsible for administering the day-to-day business affairs of the WRWC. The Managing Agency shall act for the mutual benefit of all Parties at all times in the performance of all Managing Agency duties. In addition to any other duties assigned or delegated by the Board, the Managing Agency's duties shall include, but are not necessarily limited to, the following:

- 1.9.1 Prepare a proposed annual Work Plan and corresponding proposed annual budget.
- 1.9.2 Perform such duties as established in an adopted annual Work Plan and any other duties as directed by the Board.
- 1.9.3 Provide administration of the Board meetings and required public meeting notices and duties.
- 1.9.4 Maintain records in accordance with public records laws.
- 1.9.5 Perform financial planning and management for the WRWC including payment of invoices, accounting, reporting, financial oversight and budgeting in accordance with Oregon law.
- 1.9.6 Develop and coordinate capital improvement plans including the timing of any improvements or expansions related to the WRWC. Each Party will participate in planning projects, such as a Master Plan or facilities plan, and will provide good-faith estimates for future demand.
- 1.9.7 Provide leadership, administration and staffing in support of the Board and Board committees.
- 1.9.8 Prepare and update an Operations Plan in coordination with the Parties.
- 1.9.9 Coordinate with the WRWTP, the Willamette Intake Facilities and the WWSS to support and facilitate the orderly and effective operations of those systems to deliver WRWC water to WRWC Parties.
- 1.9.10 Take prompt action, as necessary, in accordance with a Curtailment Plan or

an Emergency Response Plan pertaining to the WRWC water rights and report to the Parties and the Board as soon as reasonably possible.

- 1.9.11 Procure and manage appropriate insurance coverages and fidelity coverages as directed by the Board.
- 1.9.12 Administer contracts, according to the Managing Agency's contracting rules and subject to direction of the Board.
- 1.9.13 Provide the Parties and their authorized representatives access to all books, documents, papers and records of the Managing Agency that are directly related to the WRWC and associated capital improvement projects for the purpose of making any audit, examination, copies, excerpts and transcripts.
- 1.9.14 Provide public communications and outreach, including response to public information, media or records requests.

SECTION 2. BENEFICIAL USE OF WATER RIGHTS

2.1 Delegation of Powers. It is a primary intent and purpose of this Agreement to enable the individual Parties to develop information, participate in studies, and negotiate relevant agreements regarding implementation of recommendations to design, construct, finance, own and operate facilities to use WRWC Water Rights. WRWC may contract with any Party or other person or entity for performance of services. WRWC and each individual Party shall define the scope of individual Party contributions or individual efforts.

2.2 Existing Water Right. The permitted surface water right to the Willamette River is held by WRWC (130 mgd) as WRD Permit No. 49240, (hereafter "Existing Right"). WRWC shall exclusively own and manage this resource in the best interests of all Parties subject to this Agreement. Perfection of any permit shall be in the name of WRWC for the benefit of all Parties.

2.3 Administration of Water Rights. WRWC shall have the full authority to modify, combine or abandon water rights and permits and seek new sources through new permits or contracting, or leasing of stored water from federal, state or local storage projects for municipal and industrial needs. Curtailment plans shall be developed and applied based upon water utilization.

2.4 Other Water Rights. A Party may apply for other water rights but must notify WRWC and the other Parties and provide a 30-day opportunity for WRWC or any other Party to join in the application to the Oregon Water Resources Department. Use of such water rights shall be in accord with Section 4, below.

SECTION 3. WATER RIGHT ALLOCATIONS

3.1 Allocated Shares of Water. WRWC and its Parties shall each owe a duty of good faith

and fair dealing with each other and a commitment to reasonably allocate the unallocated portion of the Existing Right and new water rights obtained by WRWC according to each individual Party's needs and forecasted demand. For purposes of this Agreement, use of the word "allocated" does not mean a change of permit/certificate name to a Party; it means an allocation of a specified amount of water under a permit or certificate.

3.2 Tualatin Valley Water District. Tualatin Valley Water District originally applied for and obtained Permit 49240 on June 19, 1973 and subsequently assigned this water right to the WRWC.

3.3 Tigard. Tigard abandoned a 1995 permit application to appropriate 26 million gallons per day (mgd) (40 cfs). Tigard is allocated 26 mgd (40 cfs) of the Existing Right.

3.4 Sherwood. Sherwood has constructed transmission facilities to deliver 20 mgd from the Willamette River to its service territory. Sherwood is allocated 20 mgd (31 cfs) of the Existing Right.

3.5 Tualatin. Tualatin forecasts the potential need for 3 to 4 mgd of additional water by 2040. At this time, Tualatin is not allocated a specific capacity share of the Existing Right. If Tualatin elects, TVWD agrees to allow Tualatin to use 3.1 mgd of TVWD's 59.1 mgd capacity share of the Willamette Intake Facilities, subject to Tualatin negotiating agreements with TVWD, WIF, WRWTP, WWSS and/or individual members of those entities as needed to draw, treat and deliver the water to Tualatin's distribution system.

3.6 Unallocated. Accounting for the amounts set forth above in total, the unallocated remainder of the Existing Right is 24.9 mgd as set forth on Exhibit A attached hereto and incorporated by reference. TVWD shall have first call and right to use unallocated water rights. This call right shall be exercised within 30 days from the date a Party requests the WRWC to make an allocation, or at any time upon notice from TVWD to the WRWC.

3.7 Cooperation. All or a portion of a Party's allocated water rights may be used at the Willamette Intake Facilities (WIF) or, subject to Section 4 of this Agreement, at other intake facilities. The Parties acknowledge the provisions of the WIF Agreement shall be complied with and not affected by this Agreement, and that any other intake facilities may be governed by separate agreements. As opportunities arise, the Parties agree to seek additional WIF capacity, when and if available, seek additional water rights, and otherwise cooperate in good faith to achieve a Party's goal.

SECTION 4. USE OF WATER AND CONSTRUCTION OF NEW FACILITIES.

4.1 Approved Uses. Beneficial use of water at the WIF, WRWTP and WWSS, is deemed approved by signature to this Agreement, and TVWD, Sherwood and Tigard are authorized to proceed.

4.2 Future Proposals to Use Water. If any Party should desire to design, permit, finance

and construct, improvements to use allocated or unallocated water rights, as set forth in Exhibit A, it shall notify WRWC and the other Parties in writing (“Notice”) of the amount of water proposed to be used and a description of the proposed construction, expansion or modification (“Project”). The Notice shall include cost estimates and a reasonably detailed description of the proposed Project. The Parties, within 90 days of the date of Notice, shall notify the WRWC of their acceptance or rejection of participation in the Project, and cost shares shall thereafter be allocated. If notice of acceptance of the Project from a Party is not received within 90 days, participation in the proposed Project shall be deemed rejected by the Party failing to respond.

4.3 Individual Rights. Facilities constructed under an approved Project may be in the name of WRWC, but design and construction decision making shall be by the participating Party(ies), as set forth in a project agreement. If WRWC does not construct, expand or modify as proposed by an individual Party or Parties, then by separate written agreement or addenda, any Party or Parties may proceed with the proposed Project if the Parties of WRWC likely to be served by that diversion point or facility approve the technical aspects of the proposal to ensure the Project will not be inconsistent with future compatibility with individual Parties’ systems. If the proposal is found inconsistent or incompatible, the Party(ies) may use non-WRWC water rights held outside this Agreement. Under all circumstances, no such Project shall impair the ability of the WRWC to serve the other Parties or significantly increase the cost of usage to the other Parties unless the Party(ies) undertaking the Project agrees to pay the increased unit costs to WRWC or the Parties which have declined to participate in the Project.

4.4 Nonparticipating Parties. If a WRWC Party Project is undertaken and participation in a Project is fixed, then a nonparticipating Party shall have no further opportunity to participate unless the Participating Party(ies) consent and upon such terms as they determine in their sole discretion. If there is a material change in the nature or scope of the Project, the Participating Party(ies) shall notify the nonparticipating Parties specifying the changes. Within 30 days of notice, the nonparticipating Parties may give notice of intent to participate or they may decline. They may also object if the changes to the original Project impair the ability of the WRWC to serve the other Parties or significantly increase the cost of usage as described in Section 4.3. Objections shall be referred to dispute resolution.

SECTION 5. SALE OR LEASE OF WATER TO OTHER ENTITIES.

5.1 WRWC. The Parties agree that the Existing Right and any Willamette River water rights hereafter acquired by WRWC are for regional application. The Parties agree to work in good faith to consider other municipal users through ownership, wholesale, mutual aid or emergency basis. Subject to paragraph 5.2, WRWC or its Parties, upon approval by WRWC (and, if the water rights in question have been allocated, approval of the Party to which they have been allocated), shall have the power to sell or lease water and water rights to other non-Party entities at prices determined from time to time by WRWC. Nothing in this section shall overrule the provisions of any other agreement to which a Party may have entered into such as the WIF or WWSS Agreements.

5.2 Proceeds of Sales. The proceeds attributable to the sale or lease of water and water

rights to a non-Party shall be paid to WRWC unless otherwise determined by WRWC. Any distribution of these proceeds shall be as WRWC determines after expenses and costs of debt service, construction, operation and maintenance are met.

5.3 Transmission Line Charges. Sales or leases which may require wheeling through transmission lines of a Party, may be subject to a transmission line charge to be established by the affected Party. Charges for use of transmission lines shall be collected by WRWC from the user and paid to the Party who owns the transmission line.

5.4 Other Charges. Other charges may be established by WRWC as necessary.

SECTION 6. WITHDRAWAL/TERMINATION.

6.1 Voluntary. Any Party may elect to withdraw from WRWC by giving written notice of its desire to WRWC and other Parties on or before April 1 of any year. Withdrawal shall be effective on July 1 immediately following timely notice unless the Parties otherwise agree. Upon the effective date of withdrawal, unless otherwise agreed by the Withdrawing Party and WRWC, that Party shall immediately cease membership in WRWC. The Withdrawing Party shall continue to pay its share of, or be responsible for, any previously incurred joint debt, and shall hold harmless the remaining Parties for those financial responsibilities and obligations attributable to the Withdrawing Party.

6.2 Assets (not including Water Rights).

6.2.1 If WRWC, after receiving the notice of withdrawal, desires to purchase the assets of the Withdrawing Party, it shall notify the withdrawing Party in writing of its desire to purchase the Withdrawing Party's interest at market value. Such notice shall be given within 60 days of receipt of the notice of withdrawal.

6.2.2 If WRWC declines, then the one or more of the remaining Parties may give notice, within 60 days after notice of WRWC's decline, of intent to purchase assets as provided herein. Unless otherwise agreed in writing, the purchase of assets shall be apportioned equally among the buying Parties and their capital accounts shall be adjusted accordingly.

6.2.3 The price to be paid for the assets, whether determined by mutual agreement or otherwise, shall be paid to the Withdrawing Party in full within 12 months following the date of withdrawal set forth in the notice of intent to withdraw.

6.2.4 In the event that the WRWC or the remaining Parties fail to purchase the interest of the Withdrawing Party within the 12-month period, or in the event the WRWC or the remaining Parties decline to purchase the Withdrawing Party's interest, then the Parties shall negotiate a mutually agreeable operating

or a co-ownership agreement for the assets. If the purchasing Party(ies) fail to pay the purchase price within 12 months of the date of withdrawal and if the purchasing Party(ies) and Withdrawing Party are unable to agree upon a mutually acceptable payment schedule, then the Withdrawing Party shall have the right to sell its assets to any other non-Party entity approved by the governing boards or councils of the remaining Parties. The Withdrawing Party's rights and duties shall be those specified in this Agreement until a sale is made to some other entity or some other mutually agreeable disposition is made, and the Withdrawing Party shall remain responsible for all terms and conditions of this Agreement.

6.3 Water Rights. If a Party seeks to withdraw from the WRWC, it may retain its allocated portion of the Existing Right, and its allocated portion of any Willamette River water rights hereafter acquired by WRWC. The Withdrawing Party shall be solely responsible to meet all requirements of any other agreement to which it is a party and obtain consent as necessary regarding use of its retained water right.

Any unallocated amount will remain with WRWC, and the Withdrawing Party shall have no claim or right thereto.

6.4 Further Action. The Parties agree to cooperate to execute all documents necessary to make the water right transfers and assignments described herein.

6.5 Breach. Upon material breach of this Agreement, WRWC or an aggrieved Party may seek all remedies available at law or in equity, including termination of a Party's interest in this Agreement.

6.6 Dispute Resolution.

6.6.1 Method for resolving disputes. If a dispute arises between WRWC and a Party or between Parties (collectively "Parties") regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

Step One: (Negotiation)

The City Manager, Chief Executive Officer, or other persons designated by each of the disputing Parties ("Manager"), will negotiate on behalf of the entities they represent. Prior to negotiation, the nature of the dispute shall be reduced to writing and shall be presented to each Manager ("Notice of Dispute") who shall then meet within 15 days or as otherwise agreed and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Manager and ratified

by the WRWC which shall be binding upon the Parties.

Step Two: (Mediation)

If the dispute cannot be resolved under Step One, within 45 days after Notice of Dispute, the Parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of 5 mediators from Arbitration Service of Portland, Inc. or another entity or firm providing mediation services they may agree to use. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree or if mediation is not completed within 90 days from Notice of Dispute, then the Parties may exercise legal remedies. Any common costs of mediation shall be borne equally by the Parties, and each Party shall each bear its own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Manager and ratified by the WRWC which shall be binding upon the Parties.

6.6.2 Arbitration; Jurisdiction of Circuit Court. After exhaustion of the negotiation and mediation processes, if the Parties agree, any dispute or claim shall be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Washington County pursuant to ORS Chapter 36 or by a mutual separate arbitration agreement. In the absence of such an agreement, that same court shall have jurisdiction.

SECTION 7. AMENDMENT.

This Agreement may be amended by mutual written agreement of the Parties, signed by all of the Parties. Future tasks deemed necessary shall be agreed to by the Parties through an addendum to this Agreement setting forth the scope of work and method of payment.

SECTION 8. GENERAL PROVISIONS.

8.1 Merger Clause. This Agreement embodies the entire agreement and understanding between the Parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

8.2 New Parties and Assignment. WRWC may accept additional government entities as Parties under terms and financial conditions that WRWC deems just and equitable on a case-by-case basis and only upon a unanimous vote of the Parties, with such approving vote not to be unreasonably withheld. Except for changes of organization through entity formation, merger, consolidation or annexation, no Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior unanimous consent of WRWC.

8.3 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.4 Notices. Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received and may be given by hand delivery or by United States mail, postage prepaid, addressed to the Parties as follows:

Tualatin Valley Water District
Attn: Chief Executive Officer
1850 SW 170th Avenue
Beaverton, Oregon 97003

City of Tigard
Attn: City Manager
13125 SW Hall Blvd.
Tigard, Oregon 97223

City of Sherwood
Attn: City Manager
22560 SW Pine St.
Sherwood, Oregon 97140

City of Tualatin
Attn: City Manager
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062

The Parties hereto are responsible to notify each other of changes and to keep this list current.

8.5 Advisory Boards; Technical Committees. WRWC may appoint advisory boards and technical committees. The advisory boards shall meet as needed and shall review and make recommendations to WRWC on such matters as WRWC so assigns.

8.6 Attorney Fees. If a dispute should arise between the WRWC and a Party or between Parties regarding any term or portion of this Agreement, each Party shall bear its own attorney fees and expert witness fees.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, any one of which shall constitute an agreement between and among the Parties.

8.8 Joint and Several Obligations. For approved WRWC activities, the Participating Parties shall be jointly and severally liable to third parties for payment of debts and costs incurred. No Parties of the WRWC shall be liable for damages, debts or claims caused solely by the negligent act or omission by WRWC or other Parties. The individual Party causing damage by its sole negligence or wrongful act shall be individually liable.

8.9 Instruments of further Assurance. From time to time at the request of any Party or WRWC, each Party shall, without further consideration, execute and deliver such additional instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Cooperative

Agreement by the date set forth opposite their names below.

TUALATIN VALLEY WATER DISTRICT

Date: _____, 2019


By: _____
its President: Bernice Bagnall

Approved as to Form:

By: _____
District Counsel

CITY OF TIGARD

Dated: _____, 2019

By: 
its Mayor: Jason B. Snider

Approved as to Form:

By: 
City Attorney

Date: _____, 2019

CITY OF SHERWOOD

By: _____
its Mayor: Keith Mays

Approved as to Form:

By: _____
City Attorney

Date: _____, 2019

CITY OF TUALATIN

By: _____
its Mayor: Frank Bubenik

Approved as to Form:

By: _____
City Attorney

Exhibit A

Party	Assigned MGD	Total CFS
TVWD	59.1 *1	91.6 *1
Tigard	26.0	40.0
Sherwood	20.0	31.0
Tualatin	-	-
Subtotal	105.1	162.6
Unassigned	24.9 *2	39.4 *2
Total	130.0	202.0

*1 Tualatin may elect to use 3.1 MGD of TVWD's WIF MGD allocation, subject to conditions of this Agreement.

*2 The remaining unallocated water right of 24.9 MGD is available for use by a Party upon approval by the WRWC Parties, subject to conditions of this Agreement. TVWD shall have first call and right to use unallocated water rights, as set forth in this Agreement. This call right shall be exercised within 30 days from the date a Party requests the WRWC to make an allocation, or at any time upon notice from TVWD to the WRWC.

Willamette River Water Coalition (WRWC) Intergovernmental Agreement

City Council Meeting
July 22, 2019

Why are we here?

We are here tonight to ask you to consider approving Ordinance 1424-19, which ...

... approves the Second Restated Intergovernmental Cooperative Agreement creating the Willamette River Water Coalition

Background on the IGA

- WRWC Members are Tualatin, Tigard, Sherwood, and Tualatin Valley Water District
- The new IGA will provide Tualatin with access to 3.1 MGD from TVWD if needed in the future (we currently have no water rights on the Willamette)
- WRWC purpose is transitioning to managing member water rights on the Willamette River (130 million gallons per day)
- The IGA also addresses other topics described in the staff report that do not affect Tualatin
- This IGA continues to give Tualatin a voice in how water in the Willamette River is allocated and it provides access to that water if we ever need it in the future



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: 07/22/2019

SUBJECT:

Consideration of Recommendations from the Council Committee on Advisory Appointments

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

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

Individuals	Board	Term
Skip Stanaway	Architectural Review Board	Reappointment Term Expiring 6/30/21
Nichole George	Architectural Review Board	Reappointment Term Expiring 6/30/21
Patrick Gaynor	Architectural Review Board	Reappointment Term Expiring 6/30/21
Chris Goodell	Architectural Review Board	Reappointment Term Expiring 6/30/21
Carol Bellows	Architectural Review Board	Reappointment Term Expiring 6/30/21
Lisa Quichocho	Architectural Review Board	Reappointment Term Expiring 6/30/21

RESOLUTION NO. 5462-19

A RESOLUTION APPOINTING TO FILL A VACANT COUNCIL POSITION.

WHEREAS, on May 28, 2019, the Council declared Council Position 6 vacant as a result of the resignation of Council President Joelle Davis;

WHEREAS, under Chapter VII, Section 33 of the Charter, vacancies on the Council are to be filled by appointment by a majority of the incumbent members of the Council;

WHEREAS, under Chapter VII, Section 33 of the Charter, the term of the person appointed to fill a vacancy begins immediately upon appointment and continues until the beginning of the year following the next general biennial election;

WHEREAS, Council provided all persons meetings the qualifications in the Charter an opportunity to apply for consideration for appointment to the vacant Council position;

WHEREAS, on July 18, 2019, Council conducted public interviews of all who applied for appointment; and

WHEREAS, Council duly considered all persons who applied and voted at a public meeting to appoint to fill Council Position 6.

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

Section 1. The Council appoints _____ to Council Position 6 on City Council, and whose term will begin immediately and continue until the beginning of the year following the next general biennial election.

Section 2. The resolution is effective upon adoption.

INTRODUCED AND ADOPTED by the City Council this 22nd day of July, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder