



TUALATIN CITY COUNCIL MEETING

MONDAY, MAY 24, 2021

JUANITA POHL CENTER
8513 SW TUALATIN ROAD
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, May 24. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so: either by calling in using the number below or entering the meeting using the zoom link and writing your name in chat. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

Link: <https://us02web.zoom.us/j/86121293664?pwd=SS9XZUZyT3FnMk5rbDVKN2pWbnZ6UT09>

Work Session

- 1. 5:00 p.m. (45 min) – Middle Housing Development Code Update (Tualatin 2040 Implementation).** This discussion continues review of the Middle Housing Code Update, part of the larger effort to incorporate Tualatin 2040 objectives around providing a mix of housing types in the Tualatin Development Code. Tonight specifically focuses on addressing topics raised by the Council at the April work session. The presentation will also introduce initial results from a public outreach survey conducted in May, and outline the next steps of this project.
- 2. 5:45 p.m. (45 min) – Review and Discussion on Tualatin's Housing Production Strategy.** The Council will ultimately be asked to adopt a Final Housing Production Strategy, tentatively in July 2021, which will be made up of these Goals and Strategic Actions and other supporting technical information. The Tualatin Planning Commission has held four public meetings to help staff and the project consultant (EcoNW) refine the Goals

and Strategic Actions and supporting technical information. Council will review the draft goals and example strategies.

- 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the May 24 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

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

Announcements

- 1.** Proclamation Declaring June 4 to be National Gun Violence Awareness Day in the City of Tualatin

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 Regular Meeting Minutes of May 10, 2021
- 2.** Consideration of Approval of a New Liquor License Application for Affinity Wine Bar
- 3.** Consideration of **Resolution No. 5544-21** Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Durham for Police Services
- 4.** Consideration of **Resolution No. 5545-21** Awarding the Bid for the Construction of the 2021 Pavement Maintenance Program
- 5.** Consideration of **Resolution No. 5546-21** Authorizing Solid Waste and Recycling Rate Adjustments Beginning January 2022
- 6.** Consideration of **Resolution No. 5547-21** Authorizing the City Manager to Execute an Intergovernmental Agreement to Provide Municipal Court Services to the City of Durham

7. Consideration of **Resolution No. 5548-21** Authorizing Changes to the FY 2020-2021 Adopted Budget

Special Reports

1. Regional Land Use and Transportation Update
2. Update on Oregon Harbor of Hope's Home Share Oregon Program
3. Parks and Recreation Update on Programs, Events, and Activities, and Summer 2021 Preview

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager
Steve Koper, AICP, Assistant Community Development Director
Tabitha Boschetti, AICP, Assistant Planner

FROM: Tabitha Boschetti, AICP, Assistant Planner

DATE: May 24, 2021

SUBJECT:
Middle Housing Development Code Update (Tualatin 2040 Implementation)

EXECUTIVE SUMMARY:

This discussion continues review of the Middle Housing Code Update, part of the larger effort to incorporate Tualatin 2040 objectives around providing a mix of housing types in the Tualatin Development Code. Tonight specifically focuses on addressing topics raised by the Council at the April work session. The presentation will also introduce initial results from a public outreach survey conducted in May, and outline the next steps of this project.

At the April work session presentation introducing the Middle Housing Code Update, Councilors raised several topic areas that could be impacted by introducing new middle housing types into existing residential areas. These topics broadly included: parking; community character; housing maintenance; environment, infrastructure, and safety; housing types; certainty and encouraging housing opportunity. This Staff Report summarizes items staff heard under each topic area, and provides proposed strategies to mitigate impacts. Lastly, a brief summary around public engagement to-date is provided.

Parking

State guidance for middle housing generally limits the maximum number of off-street parking spaces that can be required for each unit of housing to 1 space per unit, regardless of configuration. For example, a townhome in Tualatin which currently is required to have at least 2 off-street parking spaces per unit cannot be required to have more than 1. A developer is still free to build more parking to meet the needs of the residents but it cannot be required.

Proposed strategies to mitigate impacts include:

- Require the maximum parking under state law and not less;
- Do not count parking spaces within garages as satisfying the maximum number of spaces (similar to requirements for single-family housing);
- Require minimum parking area dimensions to clarify what is acceptable;
- Do not count on-street parking availability toward maximum number of spaces; and
- Require minimum street frontage for development to help ensure that each new unit provides some on-street parking area

Infill Character

State guidance requires that clear and object design standards as applied to middle housing. For example, Tualatin currently requires that “the proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the use of surrounding properties.” Going forward, this will not be allowed. Design standards will need to be objective design standards such as setbacks, height, and lot coverage, and cannot be more burdensome than those required of detached single-family development.

Proposed strategies include:

- Applying the same community design standards that apply to single-family homes to middle housing types, to help encourage an appearance similar to existing housing stock for new middle housing.
- Applying setback and lot coverage standards mirroring those required for detached single-family houses to preserve space between structures. These standards support buffers between properties and the creation of private open space.
- Introducing a new standard for floor-area-ratio (FAR) to housing development. FAR standards limit the overall bulk and size of a new structures relative to the size of the lot and help ensure that the appearance of new development does not significantly alter the character of the surrounding area.

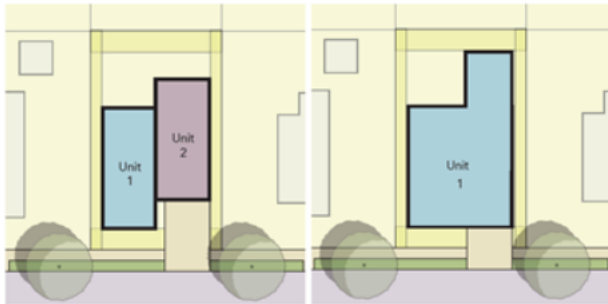


Figure 1: Duplex and Detached Single Family structures occupying similar footprints, setbacks, and massing.

Housing Maintenance

State guidance is silent as to whether the City could require middle housing to have a Home Owners Association (HOA) or other program to ensure housing maintenance. Looking first at the idea of requiring HOAs, staff identified the following pros and cons:

- Pros: centralizes maintenance and helps ensure it is not deferred; can be tailored to match specific development (e.g. duplex vs. townhome development)
- Cons: City doesn't typically specify what the HOA needs to do; City cannot enforce the private agreements (CC&Rs) that HOAs use; supporting an HOA requires time and monthly cost (professional property manager, attorneys, etc.)

In light of some of the cons to requiring an HOA (understanding that most developments like townhomes will create an HOA normally), staff has proposed:

- Continuing the City's existing Code Compliance program;

Some additional potential solutions for further study include:

- Examining the Rental Housing Maintenance standards in the Tualatin Municipal Code;
- Examining opportunities for proactive rental housing inspection;

Environment, Infrastructure, and Safety

Development standards such as tree regulations, stormwater management, and vision clearance standards at corners would remain unchanged by the proposed draft code and are for the most part based on the size of a structure not the number of units. Requirements applied to detached single-family homes, such as sidewalk construction, or avoiding environmentally sensitive areas would also apply to middle housing.

Infill development and gradual increases in density generally support many environmental and infrastructure goals, supporting the preservation of farmland and habitat beyond developed areas, and reducing the need for long commutes and extensive vehicle travel to commerce and services.

Housing Types

In general, the proposed code changes would support a more flexible range of housing types which in turn are more likely to address changing housing needs over a person's lifetime. Options like duplexes and

accessory dwelling units particularly support multiple households dwelling together on a single lot where there is also a desire for autonomy and personal space. Specific to Tualatin, the “cottage cluster” development style which is a development of several small, single-level detached dwelling units on a lot centered on a shared common area seems particularly well-suited to helping ensure that seniors and people with disabilities have options within the community as their housing needs change.

Creating Certainty and Encouraging Housing Opportunity

The proposed draft code would create a more predictable review process that maintains the integrity of existing community design standards, while helping to meet Tualatin’s goals around providing a reasonable mix of housing types and contribute to the region’s need for more housing. The proposed changes would reduce subjective review elements that introduce substantial time and uncertainty to a construction project. Given’s Tualatin’s relative lack of buildable lands, staff and the consultant have endeavored to balance Tualatin’s specific needs for standards that address infill housing and help mitigate impacts, balanced with the community and Council priorities of increasing housing opportunity for all in Tualatin.

Public Engagement

Initial direction for the middle housing code changes has been shaped by earlier engagement through Tualatin 2040, and state-level direction concerning statewide middle housing changes. Staff have shared information with interested parties via email and online at <https://www.tualatinoregon.gov/planning/middle-housing>. Staff and MIG hosted a webinar on February 25, 2021 to additionally introduce the project concepts. Staff and consultants with MIG launched a public survey May 10, 2021 (<https://migsurvey.limequery.com/865444?lang=en#>) focused on the direction for draft code this month. Early results will be shared during the Council presentation.

ATTACHMENTS:

- Attachment 1: Presentation to City Council
- Attachment 2: Summary of Draft Proposed Middle Housing Code Changes



Middle Housing Code Update

City Council Work Session

May 24, 2021

Overview

- Review project purpose and process
- Preliminary Community Survey results
- Discuss topics from April Council Work Session
- Next steps
- Questions and discussion



Help achieve “*a greater diversity of housing types in Tualatin,*” which was broadly supported by stakeholders and the community in the Tualatin 2040 project.

Objectives:

- Remove code barriers to different housing types.
- Remove any subjective development code requirements for middle housing.
- Coordinate with recent rules related to housing.

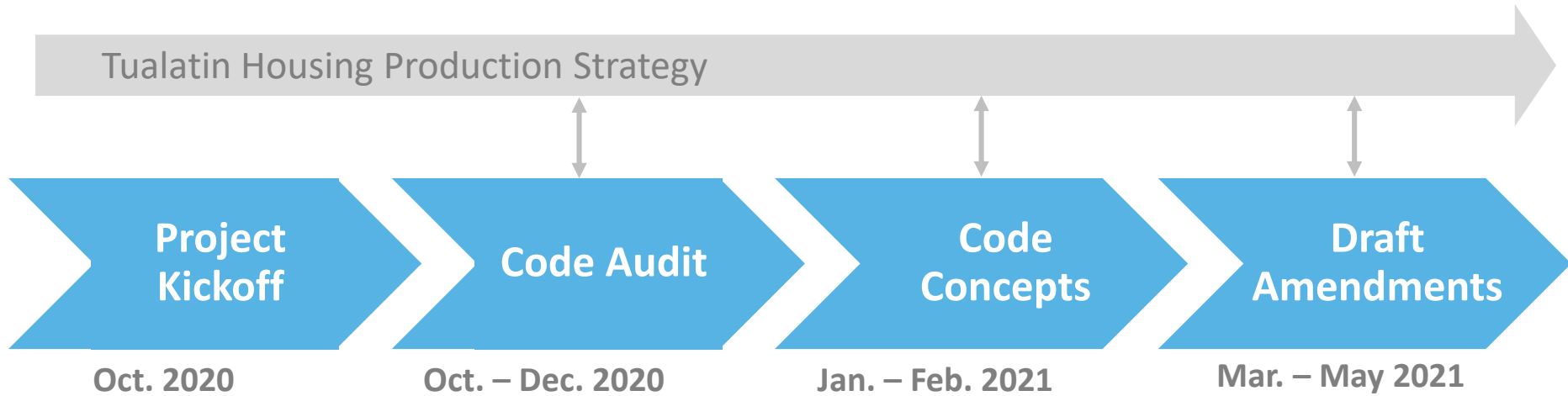
Project Purpose

Statewide Housing Rules: House Bill 2001

- Intended to expand housing options across Oregon
- “Large” Cities (25,000+): allow “upper-level” middle housing
 - Duplexes
 - Triplexes
 - Quadplexes
 - “Cottage cluster” developments
- Local code requirements may not cause “unreasonable cost or delay”



Project Schedule



Community Survey Results

Placeholder: Due to timing of survey, preliminary results will be provided during meeting

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Parking Strategies (continued)

- Tualatin is required to meet recent state rules for off-street parking:
 - Example:

Housing Type	Existing Standard	New Standard
Duplex	2 spaces per unit (min)	1 space per unit (max)
Townhouse	2 spaces per unit (min)	1 space per unit (max)
Triplex/ Quadplex	1-1.75 spaces per unit (min based on bedrooms)	1 space per unit (max)

Parking and Middle Housing

- Why did HB 2001 reduce parking?
 - Too much required parking can limit housing options:
 - Leads to higher costs for owning/renting. Cost can be \$5,000-\$10,000 per space.*
 - Parking area reduces building space
 - Parking maximums thought to help meet legislation goals of encouraging production of middle housing

*source: The Price of Parking, City Commentary (2016)

Parking Strategies

- Proposed approach to mitigate impacts:
 - Parking spaces inside a garage do not count towards minimums (similar to single-family detached housing)
 - Require minimum dimensions to clarify what is acceptable
 - Do not provide credit for on-street parking
 - Require minimum street frontage for middle housing

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Housing Infill Strategies

- Proposed approach to preserve character:
 - As much as possible, apply single-family residential standards to middle housing types:
 - Ex. Require windows on 12% of public facing façades
 - Balance by allowing flexibility by offering a menu of design features (same as single-family):
 - Ex. porches, variety of materials, etc.

Housing Infill Strategies (continued)

- Other approaches to preserve character:
 - Apply single-family detached setback standards to preserve space between structures
 - Introduce floor area ratio (FAR) standard from the state model code to control bulk and mass relative to lot size

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Maintenance Strategies

- Homeowners Associations (HOAs):
 - Pros: centralizes maintenance, can be tailored
 - Cons: higher monthly costs, city cannot enforce
- Proposed approach:
 - Continue existing Code Compliance program
- Additional strategies to explore in future:
 - Rental Housing Maintenance standards of code
 - Rental housing inspection opportunities

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Environment, Infrastructure and Safety

- Existing development standards apply to size of structure not number of units:
 - Ex. tree regs., stormwater mgmt., vision clearance
- Infill development supports City environmental and infrastructure goals
- “Cottage cluster” development type provides opportunity for small single-level detached living units suitable for seniors and people with disabilities

Council Work Session Topics

- **Parking:** what are some potential strategies?
- **Housing infill:** how do we preserve character?
- **Maintenance:** how do we ensure maintenance?
- **Environment, infrastructure and safety:** how do we uphold city-wide values?
- **Housing choices and certainty:** what can the City do to provide housing choice?

Housing Choice and Certainty Strategies

- Proposed amendments support predictable review process
- Unpredictable processes add cost and can reduce housing supply in long run
- Encourage new housing types in Tualatin

Next Steps

Summer/Fall 2021

- Public notice/process for code amendment
- Public meeting at Planning Commission
- Final Code Amendments and Adoption by City Council at hearing open to the public



Your
Government

Our
Community

For
Visitors

Doing
Business

How
Do I?

Planning

Comprehensive Plan &
Development Code

+ Current Planning

+ Long Range Planning

+ Helpful Resources

Frequently Asked Questions
(FAQs)

Projects

Middle Housing



Tualatin staff are continuing to work on new ways to implement community priorities identified in the [Tualatin 2040](#) process, including housing. One aspect of this work is exploring changes to the Tualatin Development Code that will make it easier to build more kinds of housing in more neighborhoods. While large areas of Tualatin limit housing types primarily to detached single family homes, this project considers additional options for building homes like duplexes, or more than one home on a single lot, to create a wider range of housing options that better reflect community needs. Code changes will also bring the Tualatin's rules for housing up to speed with state-level changes to address Oregon's housing crisis.

Tualatin Middle Housing Survey:

Learn more about the current direction of proposed code changes for middle housing and weigh in on the City's direction for standards applied to these housing types. Please participate by May 21st:

<https://bit.ly/TualatinHousing>

Upcoming Meetings:

City Council Work Session, May 24, 2021

Past Meeting:

Webinar Thursday, February 25th, 5-6pm

A webinar was held to discuss how development code standards can influence housing opportunities. We covered current barriers to building "middle housing" like duplexes and triplexes, potential code changes that can influence how housing is built, and when you can expect to see and comment on proposed code changes in the near future.

Please find a webinar recording below for those who were unable to attend:

<https://www.youtube.com/watch?v=8wseZVNX4vQ>

Supporting Documents

-  **Code Audit** (148 KB)
-  **Appendices to Code Audit** (572 KB)
-  **Code Concepts Memo April 1, 2021** (1 MB)

Web Links

Contact Information

Questions

(503) 691-3026 or
planning@tualatin.gov

Hours of Operation:

Monday through Friday
8 a.m. - 5 p.m.

If you would like to meet with a Planner, please call 503-691-3026 or email planning@tualatin.gov to arrange an appointment.

Mailing Address:

10699 SW Herman Road
Tualatin, OR 97062-8233

(Note: City Offices are currently closed to the public)

[View Full Contact Details](#)



Questions and Discussion

- Do you have any additional concerns or questions on the proposed changes?
- Is there any additional information you would like to learn more about?

Summary of Draft Proposed Middle Housing Code Changes

TDC Chapter	Title	Draft Proposed Code
31	General Provisions <i>Definitions</i>	Revises and adds definitions to clarify housing types and standards including housing type descriptions and standards like Floor Area Ratio (FAR).
32	Procedures	Revises to Type I review for middle housing types. Type I reviews respond to predictable and objective written code standards evaluated by staff.
33	Applications and Approval Criteria	Revises the application of the Type I Architectural Review process that applies to single-family dwellings to additional middle housing types. Clarifies processes that are applicable when property owners update, remodel, or add an addition to a home, or request a variance to a standard.
34	Special Regulations <i>Accessory Dwelling Units</i>	Updates Accessory Dwelling Unit (ADU) parking and siting standards for consistency with current state law and to coordinate with other code changes that allow for new units on a site.
35	Nonconforming Situations	Clarifies option to convert existing nonconforming housing types to middle housing.
36	Subdividing, Partitions, and Property Line Adjustments	Describes how small lot subdivision standards are applied for middle housing types based on development standards in other chapters.
39	Use Categories	Clarifies household living use as encompassing a range of development types.
40	Low Density Residential Zone (RL)	<ul style="list-style-type: none"> • Moves middle housing types from “Conditional Use” to “Permitted” • Adds Cottage Cluster housing type; • Updates development standards such as minimum lot size and coverage standards for middle housing types; • Introduction of Floor Area Ratio (FAR) to effectively require smaller structures on smaller lots.
41	Medium Low Density Residential Zone (RML)	<ul style="list-style-type: none"> • Adds Cottage Cluster housing type;

TDC Chapter	Title	Draft Proposed Code
		<ul style="list-style-type: none"> • Updates development standards such as minimum lot size and coverage standards for middle housing types; • Introduction of Floor Area Ratio (FAR) to effectively require smaller structures on smaller lots.
58	Central Tualatin Overlay Zone	Adds middle housing types where detached single family dwellings allowed.
73A	Site Design Standards	<ul style="list-style-type: none"> • Applies existing criteria such as minimum window coverage and the requirement for “architectural features” that currently apply to single-family homes to additional middle housing types; • Adds section for applicable design standards for cottage cluster housing focused on common courtyard and unit standards.
73B	Landscaping Standards	Clarifies applicable standards for middle housing separate from larger multi-family developments.
73C	Parking Standards	Updates parking ratios to be consistent with middle housing legislation.
75	Access Management	Updates driveway width and spacing standards to reflect unique situations that can be presented with townhomes and attached dwellings.
Additional Documents		
	Public Works Construction Code	Ensure that clear and objective exceptions for single family dwellings are applicable to middle housing types.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager
Steve Koper, Assistant Community Development Director

FROM: Karen Perl Fox, Senior Housing Program Analyst

DATE: May 24, 2021

SUBJECT:
Review and Discussion on Tualatin's Housing Production Strategy

EXECUTIVE SUMMARY:

What is a Housing Production Strategy?

A Housing Production Strategy (HPS) is a 6-year action plan for cities to help address their housing needs. Tualatin's HPS consists of 12 Goals – including supporting affordable rental housing, homeownership, and accessible design standards – based on Tualatin's specific needs. Each Goal has one or more Strategic Actions which have been identified from a list of best practices, and tailored to Tualatin with input from the community and housing providers, to help it achieve the Goal. Each Strategy also has an estimated timetable to study and potentially implement it over the 6 year period. An overview of the Goals and Strategies can be found in the Presentation (Attachment A). All of the Goals and Strategies and their potential timeline can be found at the end of this Staff Report under the heading: *Implementation Schedule for Strategic Actions*.

The Council will ultimately be asked to adopt a Final Housing Production Strategy, tentatively in July 2021, which will be made up of these Goals and Strategic Actions and other supporting technical information. The Tualatin Planning Commission has held four public meetings to help staff and the project consultant (EcoNW) refine the Goals and Strategic Actions and supporting technical information and at their last meeting has recommended that the Council ultimately adopt the HPS.

Why do a Housing Production Strategy?

The HPS is an implementation step of Tualatin 2040 intended to help address Tualatin's housing needs, a priority of both the Council and the community. Tualatin's HPS is based on the housing needs identified in its 2019 Housing Needs Analysis, and is an important next step in helping to meet the needs of all in Tualatin. Further, Tualatin was awarded a consultant assistance grant from the State Department of Land Conservation and Development (DLCD) by agreeing to create its HPS now. In the future, under Oregon House Bill 2003, cities will be required to regularly update their Housing Needs Analyses and Housing Production Strategies as well as provide annual reporting to the DLCD on production of housing units.

What input is needed on the HPS tonight?

- What are the Strategic Actions you think are most critical?
- Are there any Strategic Actions missing?
- Are there any Strategic Actions the City should not pursue? If so why?
- Should the timing of any Strategic Actions be changed?

Project Schedule:

- Kickoff (October 2020)
- Outreach to housing providers (December 2020 – January 2021)
- Planning Commission meeting #1 (December 2020)
- Planning Commission meeting #2 (February 2021)
- Council work session #1 (February 2021)
- Planning Commission meeting #3 (March 2021)
- Planning Commission meeting #4 (May 2021)

Next steps:

- Council work session #2 (May 2021)
- Final HPS report with Council input published (June 2021)
- Council adoption of HPS by resolution (tentatively July 2021)

Implementation Schedule for Strategic Actions

The table below presents a draft schedule for implementation of the Housing Production Strategy. The table shows each of the 12 Goals with the Strategic Actions below. Each Strategic Action will go through a period of evaluation, then potentially adoption, and implementation, further described below as:

- **Evaluation:** All strategic actions will require some level of evaluation prior to implementation, which may range from simple logistics (including information on a website) to complicated coordination between multiple internal and external stakeholders (adoption of a construction excise tax). The evaluation period will occur during the time in the tables shown in a teal color, before adoption.
- **Adoption:** This occurs when the City takes official action to adopt (or uses another official acknowledgement that the City is going to execute on the strategic action). The table shows the expected time of adoption in the time period represented by a teal color and “A” in the table.
- **Implementation:** This occurs when the City officially allows the strategic action to be used, represented by a brown color and “I” in the table.

HPS Exhibit 1. Schedule for evaluating, adopting, and implementing the strategic actions

Goal and Strategic Actions	On-Going 2021	2022	2023	2024	2025	2026	2027	Beyond 2027
1. Affordable Housing: Strongly prioritize, encourage and support affordable rental housing development to increase affordable housing for households earning 0-60% Median Family Income.								
1.a Evaluate a Low-Income Housing Property Tax Exemption Program for Affordable Rental Housing			A I					
1.b Evaluate Changes to Systems Development Charges						A	I	
1.c Evaluate Implementation of a Construction Excise Tax (CET)					A	I		
1.d Evaluate Support for Affordable Housing as part of Urban Renewal			A I					
1.e Evaluate Financial Resources for Local Contributions to Affordable Housing Development						A	I	
1.f Evaluate Buildable or Redevelopable Public and Institutional Land Potentially Suitable for Affordable Housing				A I				
1.g Evaluate Development Code Changes to Allow and Support Other Affordable Rental Housing Types in Tualatin					A, I			
1.h Evaluate Municipal Code, Development Code, Public Works Construction Code, and Building Code Processes to make Building Affordable Housing Easier					A, I			
2. Affordable Homeownership: Encourage and support affordable homeownership to create opportunities for wealth creation.								
2.a Evaluate Impediments to Homeownership and their Removal					A	I		
2.b Partner to Encourage Education about Homeownership Opportunities		A	I					
2.c Partner with Organizations that Develop Affordable Ownership Housing				A I				
2.d Evaluate Development Code to Encourage Diverse Housing Types for Affordable Homeownership					A, I			

Goal and Strategic Actions	On-Going 2021	2022	2023	2024	2025	2026	2027	Beyond 2027
3. Preservation of Regulated Affordable Housing: Preserve affordable housing to prevent the loss of existing affordable housing units and to prevent resident displacement.								
3.a Evaluate How to Support Preservation of Regulated Affordable Rental Housing					A	I		
3.b Evaluate Developing a Healthy Housing Initiative for Multifamily Housing				A	I			
4. Preservation of Naturally Occurring Affordable Housing (NOAH): Preserve naturally occurring affordable housing, where possible, to prevent loss of affordable units and to mitigate for resident displacement.								
4.a Evaluate Development of Incentives to Preserve Low-Cost Rentals for Below Market Rate Privately-Owned Rental Housing						A	I	
4.b Evaluate Using the Multiple Unit Property Tax Exemption to Slow Rental Cost Increases						A	I	
5. Housing for Underserved Communities: Implement housing policies, projects, programs, and partnerships to further support racial and social equity.								
5.a Consider Development of a Funding Action Plan to Implement the HPS with Attention to Equity			A	I		U ¹		
5.b Evaluate Impediments to Fair Housing to Create an Analysis of Impediments				A	I			
5.c Evaluated Ways to Best Ensure Opportunities for Education about Fair Housing are Provided			I					
5.d Evaluated Strategies to Encourage Diverse Housing Types in High Opportunity Neighborhoods				A, I				
6. Workforce Housing: Encourage, plan for, and support the development of workforce housing for households earning 61%-80% Median Family Income, for both owner and renter, in order to increase the jobs-housing balance, reduce commute time and provide attainable housing for workers in Tualatin.								
6.a Evaluate Ways to Incentivize Inclusion of Workforce Housing Units within New Multifamily Rental Development						A	I	
6.b Evaluate Potential Partnerships with Employers on Employer Assisted Housing						I		
6.c Evaluate City Partnership to Participate in a Land Bank				A	I			
7. Housing Stabilization: Prevent and address homelessness to provide for safe living conditions for everyone living in Tualatin.								
7.a Evaluate Opportunities to Partner on a Local Rental and Utility Assistance Program		A						

¹ The Funding Action Plan will likely need to be updated by about 2026.

Goal and Strategic Actions	On-Going 2021	2022	2023	2024	2025	2026	2027	Beyond 2027
7.b Evaluate Ways to Develop Housing Options and Services to Address and Prevent Houselessness						A	I	
8. Housing Rehabilitation: Plan for and support housing programs and initiatives that are responsive to the safety and health needs of households earning 0-80% of Median Family Income.								
8.a Evaluate Establishing Local Housing Rehabilitation Program						A	I	
8.b Evaluate the Implementation of a Healthy Housing Initiative for Single-Family Housing				A	I			
9. Accessible Design and Other Specialized Design: Encourage and support Universal Design, Lifelong Housing Certification, and other similar standards.								
9.a Evaluate the Development of Specialized Design Standards and Incentives to Accommodate Special Needs				A	I			
10. Mixed Use Housing and Redevelopment: Encourage and support development of mixed-use, mixed-income and multifamily housing in commercial zones and urban renewal areas for households earning between 0-80% Median Family Income.								
10.a Evaluate Redevelopment Opportunities for the Creation of Mixed-use Development Districts to Support Development of Affordable Housing and Workforce Housing s		A	I					
10.b Evaluate Opportunities for Conversion of Commercial Buildings to Residential Uses			A	I				
10.c Evaluate Opportunities to Rezone Land for Mixed-Use		A	I					
10.d Evaluate Establishing Incentives to Support Mixed-Use Development, such as the Vertical Housing Tax Abatement			A	I				
11. Regulatory and Zoning Changes: Increase housing development opportunities through regulatory and zoning changes to accommodate a diverse range of housing types and price points to meet the housing needs in Tualatin.								
11.a Evaluate Updating Density Standards for Multifamily Housing in Medium Density, High Density, and Mixed-Use Zones		A	I					
11.b Evaluate Opportunities to Rezone Lower Density Residential Land to Zone to Higher Density		A	I					
11.c Evaluate the Feasibility of Targeted Reductions to Off-Street Parking Requirements			A	I				
11.d Evaluate Updating Code to Allow Small Dwelling Unit Developments					A, I			
11.e Evaluate Adopting an Expedited Permitting Process for Affordable Rental Housing and Affordable Homeownership			A	I				
11.f Evaluate Providing Additional Engagement and Information to Developers of Affordable Housing		A	I					
12. Transportation and Public Infrastructure: Plan for and develop transportation and public infrastructure								

Goal and Strategic Actions	On-Going 2021	2022	2023	2024	2025	2026	2027	Beyond 2027
to support affordable housing, workforce housing, mixed-use housing, and mixed-income housing.								
12.a Evaluate Ways to Prioritize Capital Improvements Programming for Affordable Housing			A	I				

ATTACHMENTS:

- Attachment A: Presentation

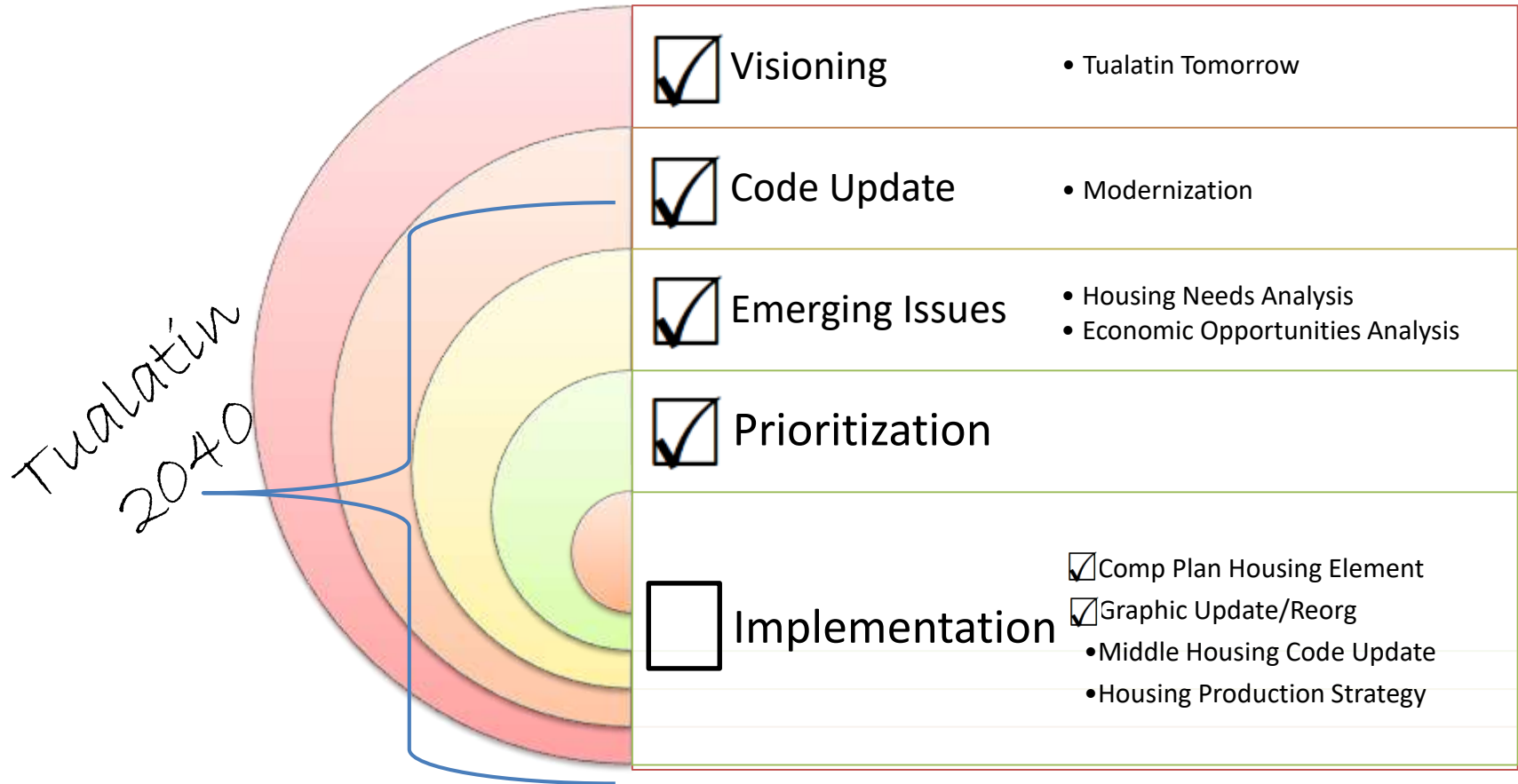
Tualatin's Housing Production Strategy

City Council Work Session

May 24, 2021

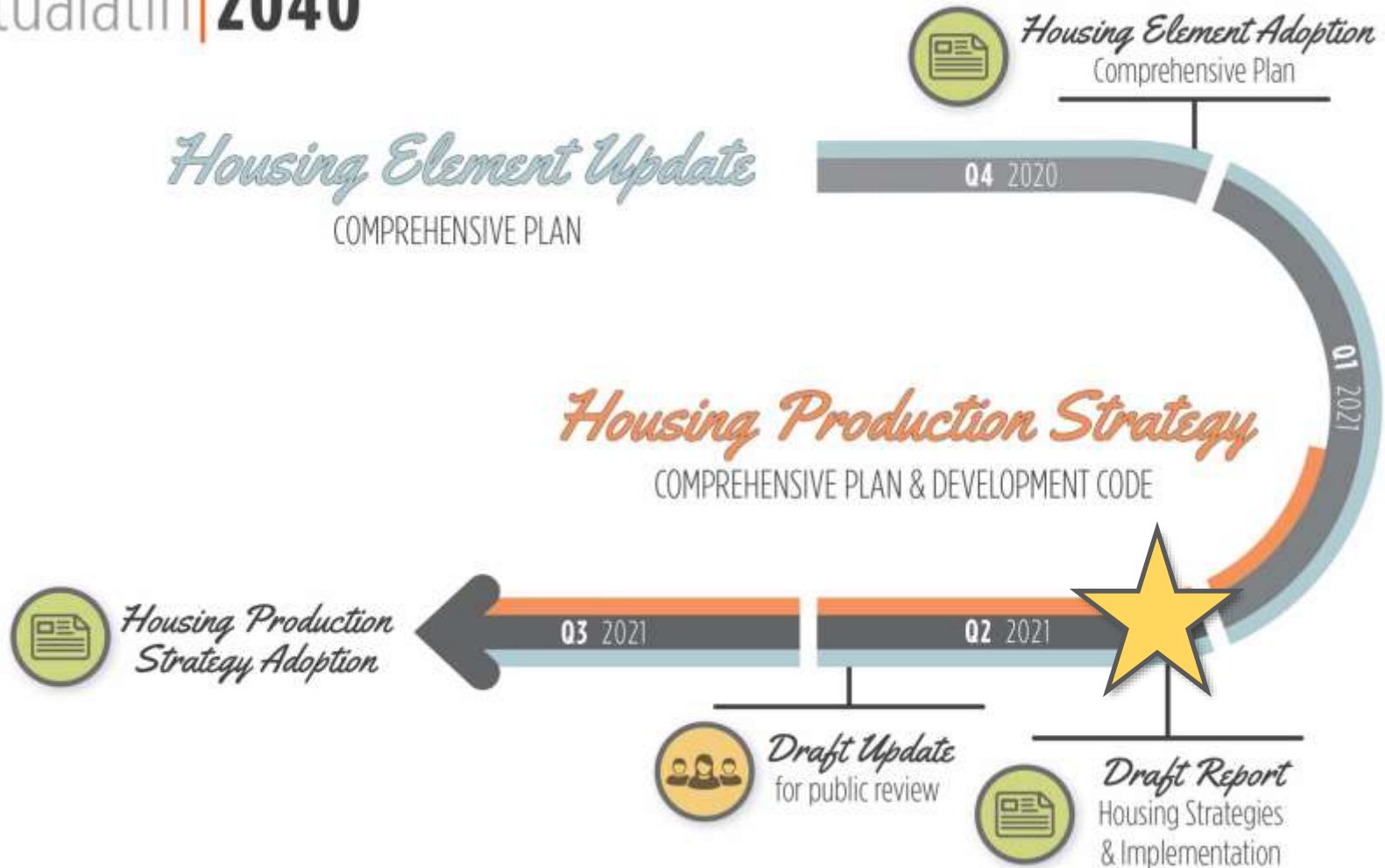
ECONorthwest
ECONOMICS • FINANCE • PLANNING

Tualatin 2040 Implementation



Where We're Headed

tualatin|2040



What is House Bill 2003

House Bill 2003 was passed in 2019, to help communities meet the diverse housing needs of Oregonians.

- Cities over 10,000 people required to develop strategies to address those needs based on their most recent housing needs survey (analysis).
- Tualatin adopted its *Housing Needs Analysis* into its Comprehensive Plan in late 2020.
- The draft *Housing Production Strategy* identifies Tualatin's future commitment to implement policies or strategic actions to address its housing needs.

Process for Developing & Implementing the HPS

- Engagement with community through Tualatin 2040 and housing outreach events
- Four meetings for discussion and input from the Planning Commission to develop the HPS
- Finalize the HPS report and bring it to Council for adoption by resolution in summer 2021

Process for Developing & Implementing the HPS

- Begin to implement the strategic actions based on schedule
 - On-going interaction with Council
- Staff will provide a biennial report on HPS progress



Tualatin's Key Housing Needs

Tualatin's Cost Burdened Households

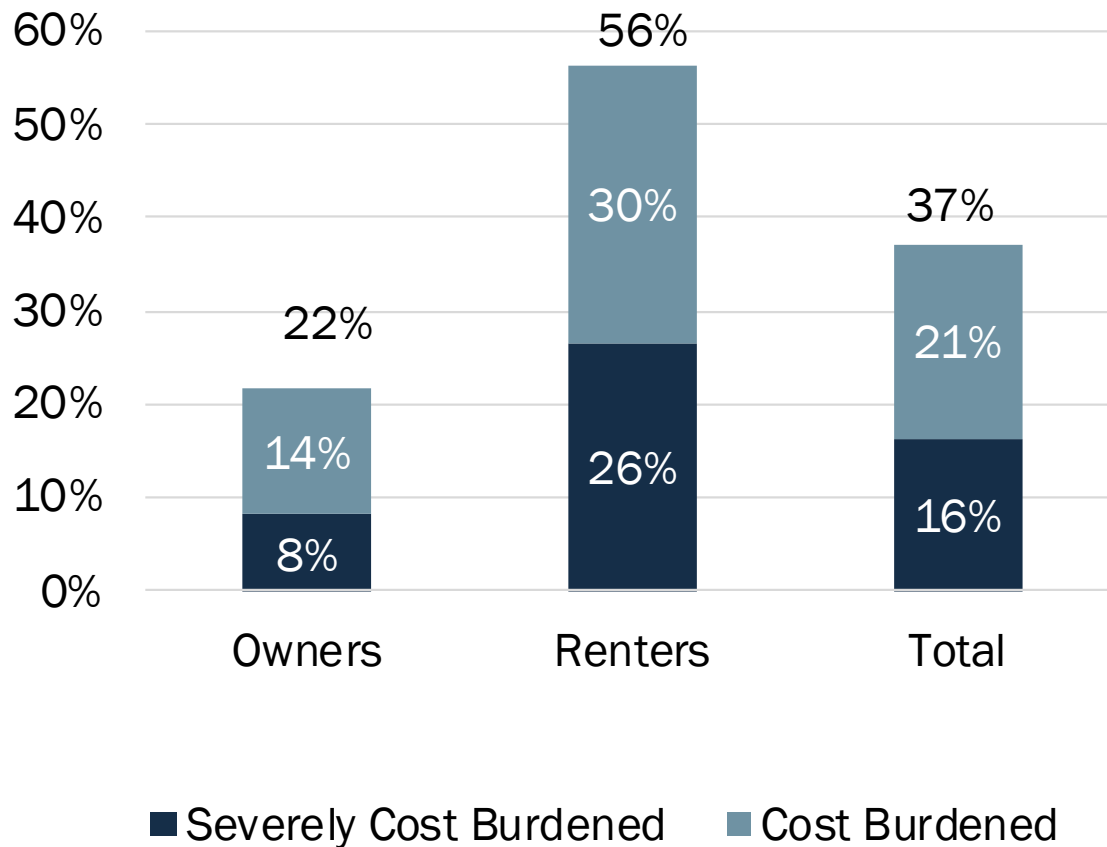
Cost Burden by Tenure, Tualatin, 2013-2017

Cost burdened:

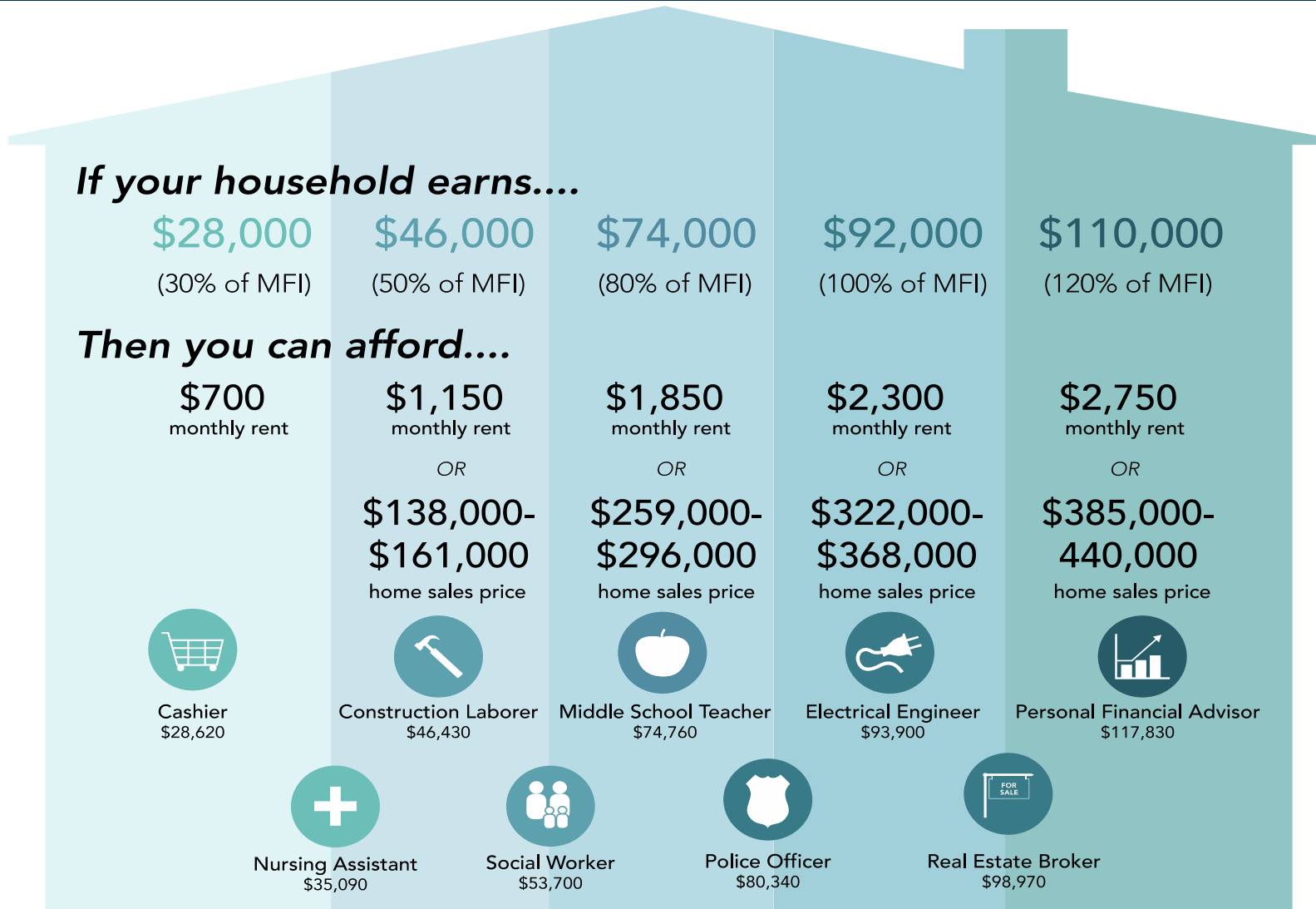
spending more than 30% of income on housing costs

Severely cost burdened:

spending more than 50% of income on housing costs

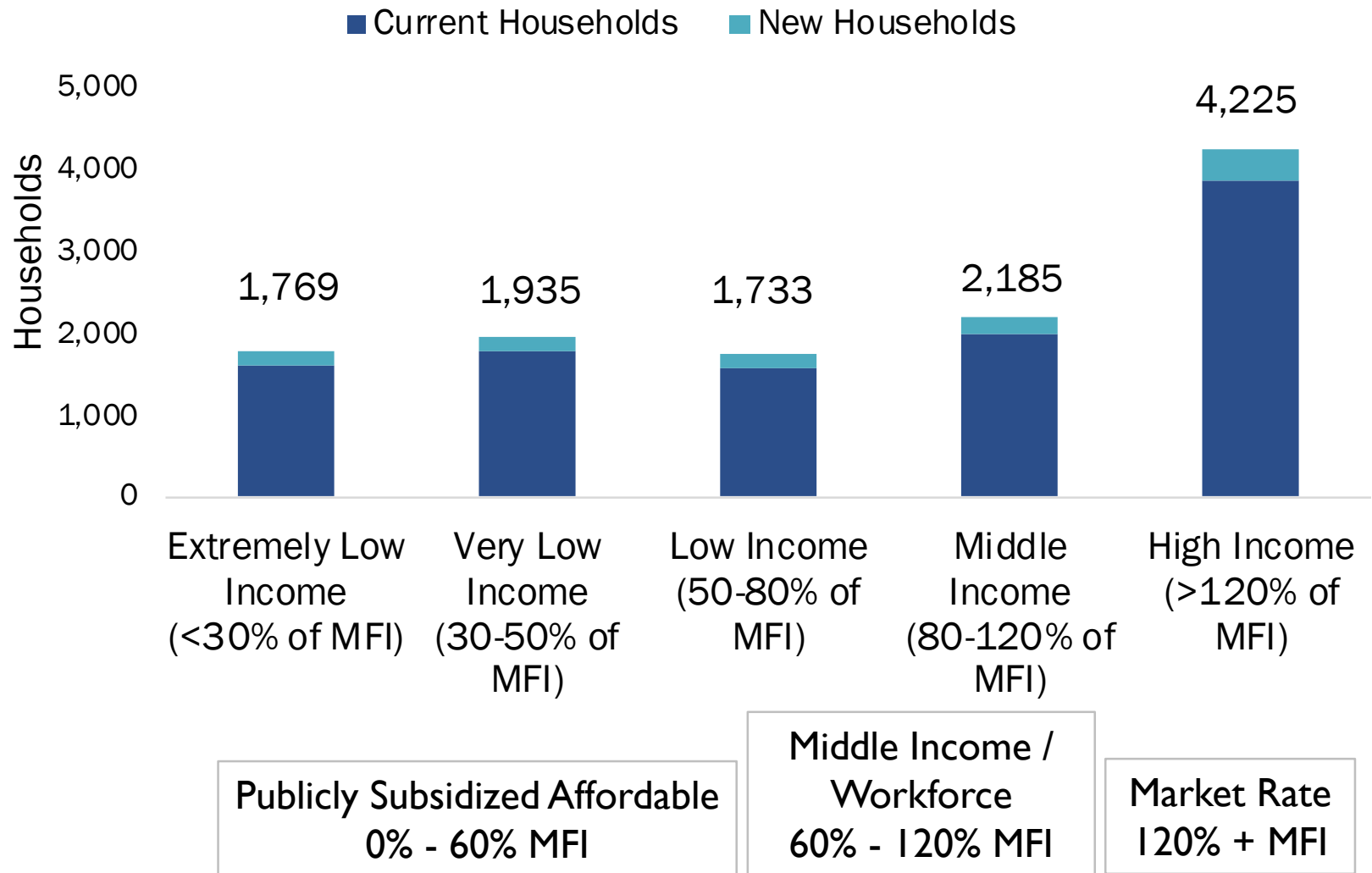


What's considered affordable?



Source: U.S. Department of HUD 2020. U.S. Census Bureau, 2014-2018 ACS Table I9001.
 Note: MFI is Median Family Income for a Family of 4.

Tualatin's Current & Future Households by Income



Source: 2014-2018 ACS, U.S. Census; PRC at PSU (2020-2040); and U.S. Department of HUD 2020 MFI.

Note: Median Family Income is estimated for a family of 4.



Review and Discuss Preliminary Policies for the HPS Report

Factors that Influence Housing Development

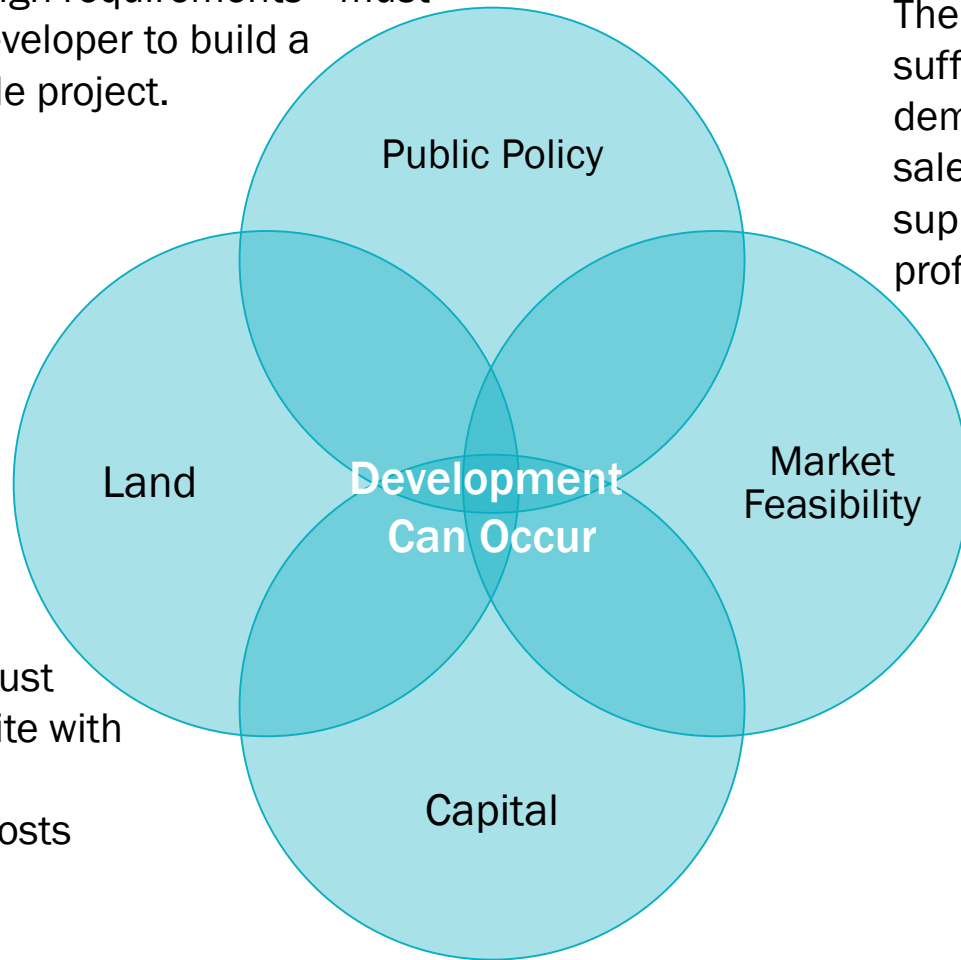
Policy—including zoning, density, and design requirements— must allow developer to build a profitable project.

There must be sufficient demand (rents, sales prices) to support a profitable project

Tualatin can directly influence public policy, land, and infrastructure.

Tualatin may have limited influence on market feasibility

Developer must control the site with reasonable acquisition costs



Developer must be able to access resources for investment (e.g., equity investment, bank loans)

Impact of Different Strategies

Types of Strategies to Support Housing Production



**Produce
Informational
Resources**



**Partner to
Leverage
Efforts and
Resources**



**Remove
Regulatory
Barriers**



**Waive or
reduce up-
front or
on-going
charges on
development**



**Allocate
Funding**



**Land
Acquisition
and
Disposition**

Less Impactful

More Impactful

The degree of impact varies depending on context.

- For strategies identified in the final HPS, the City of Tualatin will:
 - Commit to a 6-year implementation plan for the identified strategies or similar alternatives.
 - Update DLCDD on implementation progress and be required to comment on its effectiveness in the future.

Strategies in the HPS (continued)

- Strategies not identified in the HPS may still be implemented, but the City of Tualatin will not be held to specific action by the State.
- DLCD has communicated that cities that make a good faith effort to implement strategies will not be penalized if implementation is not successful.

Discussion: Schedule and Priorities

- Questions for discussion after review of the goals and strategic actions:
 - What are the strategic actions that you think are most critical?
 - Are there any strategic actions you think are missing?
 - Are there any strategic actions the City should absolutely not pursue? If so, why?
 - Should the timing of any strategic actions be changed?

- **Goal 1. Affordable Housing:** Strongly prioritize, encourage and support affordable rental housing development to increase affordable housing for households earning 0% to 60% of MFI.

Example Actions: (1.a) Evaluate a low-income housing property tax exemption for affordable rental housing, (1.c) Evaluate implementation of a Construction Excise Tax, and (1.d) Evaluate support for affordable housing as a part of Urban Renewal

- **Goal 2. Affordable Homeownership:** Encourage and support affordable homeownership to create opportunities for wealth creation.

Example Actions: (2.a) Evaluate impediments to homeownership and their removal and (2.b) Partner with a nonprofit to promote homeownership education

- **Goal 3: Preservation of Affordable Housing:** Preserve affordable housing to prevent the loss of existing affordable housing units and to prevent resident displacement.

Example Actions: (3.a) Evaluate how to support preservation regulated affordable rental housing and (3.b) Evaluate developing a Healthy Housing Initiative

- **Goal 4. Preservation of Naturally Occurring Affordable Housing (NOAH):** Preserve naturally occurring affordable housing, where possible, to prevent loss of affordable units and to mitigate for resident displacement.

Example Action: (4.b) Evaluate using the Multiple Unit Property Tax Exemption to slow rental cost increases

- **Goal 5. Housing for Underserved Communities:**

Implement housing policies, projects, programs, and partnerships to further support racial and social equity.

Example Actions: (5.a) Consider development of a funding action plan to implement the HPS and (5.c) Evaluate ways to best ensure opportunities for education about Fair Housing issues are provided

- **Goal 6. Workforce Housing:** Encourage, plan for, and support the development of workforce housing for households earning 61%-80% Median Family Income, for both owner and renter, in order to increase the jobs-housing balance, reduce commute time and provide attainable housing for workers in Tualatin.

Example Action: (6.b) Evaluate potential partnerships with employers on employer assisted housing

- **Goal 7. Housing Stabilization:** Prevent and address homelessness to provide for safe living conditions for everyone living in Tualatin.

Example Actions: (7.a) Evaluate opportunities to partner on a rental and utility assistance and (7.b) Evaluate ways to develop housing options and services to address and prevent homelessness

- **Goal 8. Housing Rehabilitation:** Plan for and support housing programs and initiatives that are responsive to the safety and health needs of households earning 0-80% of MFI.

Example Action: (8.a) evaluate establishing a local housing rehabilitation program

- **Goal 9. Accessible and Specialized Design:**
Encourage and support Universal Design, Lifelong Housing Certification, and other similar standards.

Example Action: (9.a) Evaluate development of specialized design standards and incentives to accommodate special needs

- **Goal 10. Mixed Use Housing and Redevelopment:**
Encourage and support development of mixed-use, mixed-income and multifamily housing in commercial zones and urban renewal areas for households earning between 0-80% MFI

Example Actions: (10.a) Evaluate redevelopment opportunities for creation of mixed-use development districts to support development of affordable and workforce housing and (10.b) Evaluate opportunities for conversion of commercial buildings to residential uses

- **Goal 11. Regulatory and Zoning Changes:** Increase housing development opportunities through regulatory and zoning changes to accommodate a diverse range of housing types and price points to meet the housing needs in Tualatin.

Example Actions: (11.a) Evaluate updating density standards for multifamily housing in Medium Density, High Density, and Mixed-use zones and (11.c) Evaluate the feasibility of targeted reductions to off-street parking requirements

- **Goal 12. Transportation and Public Infrastructure:** Plan for and develop infrastructure to support affordable, workforce, mixed use, and mixed income housing.

Example Action: (12.a) Evaluate ways to prioritize capital improvements for affordable housing

Discussion: Schedule and Priorities

- Questions for discussion:
 - What are the strategic actions that you think are most critical?
 - Are there any strategic actions you think are missing?
 - Are there any strategic actions the City should absolutely not pursue? If so, why?
 - Should the timing of any strategic actions be changed?

- Finalize the HPS with Council input
- Continue discussions with the City Council to ready the HPS for adoption
- Bring the HPS back to Council for adoption by resolution (tentatively July 2021)
- Tualatin will begin to implement the HPS over the six-year period
 - Some strategic actions will involve substantial decision-maker and public input

Questions?

Proclamation

Declaring June 4 to be National Gun Violence Awareness Day in the City of Tualatin

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Oregon has an average of 522 gun deaths every year, with a rate of 11.9 deaths per 100,000 people; the 33rd highest rate of gun deaths in the US; and

WHEREAS, cities across the nation are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya Pendleton and other victims of gun violence and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

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

June 4, 2021 is National Gun Violence Awareness Day in the City of Tualatin. The community is encouraged to support efforts to prevent the tragic effects of gun violence and to honor and value human lives.

INTRODUCED AND ADOPTED this 24th day of May, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

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: Nicole Morris, Deputy City Recorder
DATE: May 24, 2021

SUBJECT:
Consideration of Approval of the Regular Meeting Minutes of May 10, 2021

RECOMMENDATION:
Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

-City Council Regular Meeting Minutes of May 10, 2021



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MAY 10, 2021

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

Call to Order

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

Pledge of Allegiance

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

Announcements

1. Proclamation Declaring the Week of May 10-15, 2021 as National Police Week in the City of Tualatin

Councilor Pratt read the proclamation declaring May 10-15, 2021 as National Police Week in the City of Tualatin.

Public Comment

None.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the City Council Work Session and Regular Meeting Minutes of April 12, 2021, Special Work Session Meeting Minutes of April 19, 2021, and City Council Work Session and Regular Meeting Minutes of April 26, 2021
2. Consideration of **Resolution No. 5541-21** Authorizing the City Manager to Execute Deeds Acquiring Property For the Martinazzi Avenue and Sagert Street Improvement Project
3. Consideration of **Resolution No. 5542-21** Authorizing New Stop Sign Installations on SW 95th Avenue at SW Sagert Street near Tualatin Elementary School
4. Consideration of **Resolution No. 5543-21** Establishing School Zones; Modifying the School Zone at SW 95th Avenue Near Tualatin Elementary School; and Rescinding Resolution No. 5169-13

Special Reports

1. Tualatin Valley Fire and Rescue State of the District Presentation

Tualatin Valley Fire and Rescue Chief Deric Weiss presented the State of the District. He recapped their response to COVID-19. He stated they stood up a task force to respond and noted it is still in place today. Chief Weiss spoke to how the department is engaging in community outreach including participation in the City's Citizen Academy, virtual engagement, and hosting vaccine clinics. He spoke to the last wildfire season and the devastation it caused. He noted they are anticipating another difficult season this year. Chief Weiss stated Tualatin had 3,122 calls for service in 2020 which was a decrease from years prior. He shared the completion of their Logistic Service Center located on Avery Street. Chief Weiss stated they are in the middle of a large recruitment push for the department. He stated TVFR will be placing a bond measure on the November 2021 ballot to assist with upgrades to training centers and stations, land purchases, and apparatus replacement.

Councilor Brooks thanked the department for all of their work in the community. She asked how recruiting females into the organizations is going. Chief Weiss stated they continue working on recruitment from all aspects with inclusion at the center.

2. Metro Update presented by Metro Councilor Gerritt Rosenthal

Metro Councilor Gerritt Rosenthal presented an update from Metro. He stated Metro helps to support long-range planning, affordable housing, parks and nature, garbage and recycling, and visitor venues throughout the region. Councilor Rosenthal stated long-range planning includes the Urban Growth Boundary, transportation planning, and working on limiting pollution from freeways. He spoke to the 2018 Affordable Housing Bond noting 34% of resources from the bond have been committed with 54% of the goal being met to date. He stated their Supportive Housing Services will kick-off in July and work to provide services for 5,000 people experiencing prolonged homelessness and services and rental assistance for up to 10,000 households experiencing short-term homelessness. Councilor Rosenthal stated Metro works to protect more than 17,000 acres of open space around greater Portland. He stated the new Chehalem Ridge Natural Area will be opening later this year. Councilor Rosenthal stated they are planning an expansion of garbage and recycling services at the south station and a new transfer station on the west side. He stated the Expo Center hosted Red Cross staging during the wildfires and the Oregon Convention Center acted as an emergency shelter for fire evacuees. Councilor Rosenthal stated both the Expo Center and the Convention Center hosted COVID-19 testing and vaccination sites. He stated a 12 year bond measure is wrapping up at the Zoo that completed upgrades to the elephant habitats, the polar passage, and condor conservation. Councilor Rosenthal spoke to Portland's five centers for the arts including the Arlene Schnitzer Concert Hall, Keller Auditorium, Newmark Theatre, Brunish Theatre, and the Winnigstad Theatre and their potential re-openings. He stated they are working to build equitable economic development including investing in working families, supporting vulnerable businesses, ensuring justice and dignity for workers, and economic recovery.

Councilor Pratt asked where Metro sees its role in the overall community. Councilor Rosenthal stated Metro's role is to set reasonable standards between cities so there is consistency.

Councilor Pratt asked about the local share grant program for parks and how she sees the guidelines as difficult to meet. Councilor Rosenthal stated the bond is focused on clean water, nature trails, and education and not outdoor recreation.

Councilor Pratt asked how funds are allocated across the region. Councilor Rosenthal stated when it comes to parks they look outside of cities and park districts throughout the region.

Councilor Brooks stated she was happy to participate on the LIP Committee and was glad to see the region work together as they were able to raise more money together rather than as individual cities when it comes to affordable housing. Councilor Brooks asked about equity in parks and natural areas. Councilor Rosenthal stated parks is the one area that is less focused on equity and more focused on long range livability due to the way the bond was structured. He stated he agrees equity does need to be brought into it.

Councilor Reyes expressed concerns with the lack of equity being included in the bond for parks. Councilor Rosenthal stated the City has done a great job identifying what the city needs with equity in mind with many projects being eligible for Local Shared Funding.

Mayor Bubenik expressed concerns with Metro's bond measures not including equity. He asked about TILT fee increases scheduled in July. Councilor Rosenthal stated it will be dependent on waste loads and he has not been briefed at this time on the actual numbers.

3. Tualatin City Services Building Update

Maintenance Services Manager Clay Reynolds presented an update on the Tualatin Services Center. He stated the concept was to expand the operations center to co-locate Public Works, Maintenance Services, Planning, Building, and Municipal Court. He stated the benefits include a one-stop-shop for permitting, easy access for the development community, increase in staff efficiency, eliminated rented office space, and addressing current space needs and requirements. Manager Reynolds stated the project started in the fall of 2018 and will be completed in the next couple months. He stated the project is on budget at approximately \$8 million. He provided an update on the Tualatin City Offices noting internal services are now co-located at the site with a slight remodel to accommodate new functions. Deputy City Manager Megan George spoke to communications regarding the project. She noted they have updated the website and google listings, sent out news releases, social media posting, new facility maps, and will host a ribbon cutting ceremony and open house in the future.

Councilor Brooks thanked staff for their great communication on the project and coming in on time and on budget.

General Business

1. Republic Services 2020 Annual Report and Request to Consider a Rate Adjustment

Republic Services Municipal Relationship Manager KJ Lewis, Business Unit Finance Manager Will Mathias, and General Manager Jason Jordan presented their annual report and consideration of rate adjustment. Manager Lewis presented service facts for the City noting they service 5,374 homes each month. She spoke to legislative updates including SB581 the Truth in Labeling bill and SB 582 to modernize the recycle system. Manager Lewis stated they work with the city through the solid waste franchise that is a 5-year rolling term that pays the city a 3% franchise fee. She presented statistics on their customer service centers noting they are located in Oregon. Manager Lewis stated Republic is prepared to begin offering residential organics pickup to residents if the council chooses. She stated they will be back in the fall to further discuss the service. Manager Jordan spoke to how their company has responded to the pandemic, wildfires, and storms over the past year.

Manager Matias presented Republic's financial review. He spoke to Metro's rate increases in the Tipping Fees and rate adjustments that are needed to absorb those costs. The schedule of expenses and revenues and statement of income were shared. Manager Matias stated they are requesting a rate adjustment of 4.6% as of January 1 to accommodate the 17% increase in the Metro Tipping fee. He noted the average customer would see an increase of \$1.28.

Councilor Pratt asked if the income taxes listed is for the whole company or locally in Tualatin. Manager Matias stated it includes federal and state taxes for the entire company. Councilor Pratt stated she is excited to hear more about the residential organics program.

Mayor Bubenik asked if there will be a rate increase in July and January. Manager Jordan stated they are seeking one increase in January 2022. He noted that will allow the Council time to consider the organics and bulky waste program changes. Mayor Bubenik expressed concerns with an organics program and the ability for Grimm's fuel to handle the program. Manager Jordan stated food material would not go to Grimm's it would go to the PRC Facility outside of Corvallis. Manager Lombos stated a resolution would come back at the next meeting to set the rate effective January 1, 2022.

Councilor Brooks asked if the city will know what the Metro Tipping Fee will be by the next Council meeting. Manager Jordan stated Metro increases won't be available until October and they would go into effect July 1, 2022.

Councilor Brooks asked about increases in recycling due to more home deliveries. Manager Jordan stated there has been an increase in cardboard recycling.

Councilor Reyes asked what the communication to residents is for increases from Republic. She wants to make sure Republic explains to citizens the needs for the increase based on increased rates from Metro. Manager Lewis stated they will communicate the increase and why.

Council Communications

Councilor Hillier stated she attended the Tualatin Chamber Awards.

Councilor Pratt stated she attended the Tualatin Chamber Awards and the C4 meeting.

Councilor Sacco stated she attended the Urban Renewal Task Force meeting.

Councilor Brooks stated she attended the NLC Racial Equity and Leadership Council meeting and an information session on the NLC Equitable Economic Mobility Initiative. She announced May is National Asian American and Pacific Islander (AAPI) Month and encouraged everyone to learn more about the AAPI community.

Council President Grimes congratulated Mayor Bubenik on his Lifetime Achievement Award from the Chamber of Commerce.

Mayor Bubenik reminded everyone about the upcoming State of the City event this Wednesday, 6 p.m., virtually on the city's Facebook page. He stated he attended the Westside Economic Alliance meeting, the Tualatin Chamber Awards, and spoke with Representative Prusak about presenting at an upcoming meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 9:40 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: Nicole Morris, Deputy City Recorder
DATE: 5/24/2021

SUBJECT:

Consideration of Approval of a New Liquor License Application for Affinity Wine Bar

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Affinity Wine Bar.

EXECUTIVE SUMMARY:

Affinity Wine Bar has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 18672 SW Boones Ferry Road. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- Application
- Vicinity Map



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

Return completed form to:
City of Tualatin
Attn: Deputy City Recorder
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date 4/12/21

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

SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
- Change in Previous Application - \$75.00 Application Fee.
- Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # _____
- Temporary License - \$35.00 Application Fee.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): AFFINITY WINE BAR (JAYDO ENTERPRISES LLC)

Business address 18672 SW BONESTEPPEY City TUALATIN State OR Zip Code 97062

Mailing address 3300NW 185TH AVE #256 City PORTLAND State OR Zip Code 97229

Telephone # 503 789 6214 Fax # _____

Email AFFINITYWINEBAR@GMAIL.COM

Name(s) of business manager(s) First STEPHEN Middle C Last CITAD



Type of business RESTAURANT / WINE BAR

Type of food served ASIAN TAPAS SMALL BITES

Type of entertainment (dancing, live music, exotic dancers, etc.) N/A

Days and hours of operation M-Th 1130A - 5P, FR-Su 1130A - 10P

Food service hours: Breakfast — Lunch 1130 - 2P Dinner 5 - 10P

Restaurant seating capacity 22 Outside or patio seating capacity ~18

How late will you have outside seating? UNTIL CLOSE How late will you sell alcohol? UNTIL CLOSE

How many full-time employees do you have? 0 Part-time employees? 0

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants LLC

Type of liquor license (refer to OLCC form) LIMITED ON PREMISE SALES

Form of entity holding license (check one and answer all related applicable questions):

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

PARTNERSHIP: If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.
Full name _____ Date of birth _____
Residence address _____
Full name _____ Date of birth _____
Residence address _____

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

(c) Are there more than 35 shareholders of this corporation? Yes No If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president: _____ Date of birth: _____
Residence address: _____
Full name of treasurer: _____ Date of birth: _____
Residence address: _____
Full name of secretary: _____ Date of birth: _____
Residence address: _____

LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.

Full name: STEPHEN CILLO

Full name: NEIL LOSE

OTHER: If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

SECTION 4: APPLICANT SIGNATURE

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

Signature of Applicant Date 4/12/21

For City Use Only

Sources Checked:

- DMV by _____
- LEADS by _____
- TuPD Records by _____
- Public Records by _____

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

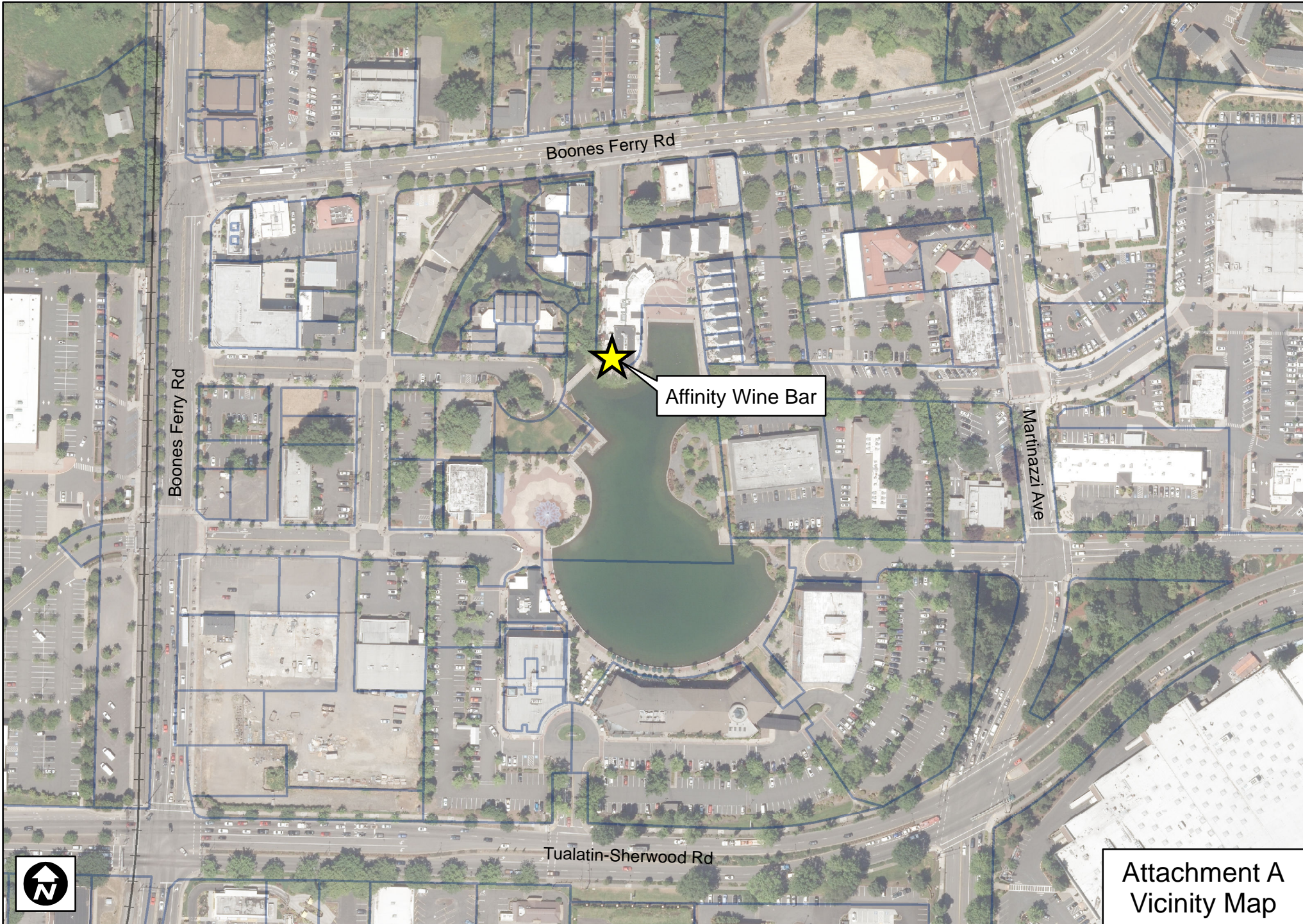
Granted

Denied

Cause of unfavorable recommendation: _____

Signature Date 5-6-21

Bill Steele
Chief of Police
Tualatin Police Department





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Bill Steele, Chief of Police
DATE: May 3, 2021

SUBJECT:

Consideration of **Resolution No. 5544-21** Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Durham for Police Services.

EXECUTIVE SUMMARY:

The Tualatin Police Department provides law enforcement services to the City of Durham under the current Intergovernmental Agreement which expires June 30, 2021. The term of the new agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 2026, unless terminated sooner as provided under the terms of this IGA.

FINANCIAL IMPLICATIONS:

In exchange for the City of Tualatin providing police services, City of Durham will pay the following amounts for the term of the agreement:

Year 1	FY 21/22	\$151,815
Year 2	FY 22/23	\$157,888
Year 3	FY 23/24	\$164,200
Year 4	FY 24/25	\$170,770
Year 5	FY 25/26	\$177,600

Payments will be paid on a quarterly basis. In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services.

ATTACHMENTS:

- Resolution No. 5544-21
- Intergovernmental Agreement between the City of Tualatin and the City of Durham

RESOLUTION NO. 5544-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE CITY OF DURHAM.

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including public safety, to its community;

WHEREAS, the City of Durham is a public body engaged in providing municipal services to its community;

WHEREAS, ORS 190.010 et. seq., authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement; and

WHEREAS, the City of Tualatin and City of Durham mutually agree that the City of Tualatin will provide police services to the City of Durham.

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

Section 1. The City Manager is authorized to execute the intergovernmental agreement to provide police services to the City of Durham, which is set forth in Exhibit A and is incorporated by reference.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 24th day of May, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

EXHIBIT A

RESOLUTION NO. 5544-21

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR POLICE SERVICES

RECITALS:

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including public safety, to its citizens; and

WHEREAS, the City of Durham is a public body engaged in providing municipal services to its citizens; and

WHEREAS, ORS 190.010 et. seq. authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement; and

WHEREAS, the City of Tualatin and City of Durham mutually agree this Agreement for Police Services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Term. The term of this agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 2026, unless terminated sooner as provided under the terms of this IGA.

Section 2. Purpose. The purpose of this Agreement is for Tualatin to furnish law enforcement services to Durham in exchange for a fee for services, as specifically set forth in this Agreement.

Section 3. City Of Tualatin Obligations.

- A.** City of Tualatin will provide law enforcement services to Durham 24 hours a day, 7 days per week, 365 days per year and consider Durham as part of Tualatin's service area. These law enforcement services could include, but are not limited to:
 - a.** Patrol services, both proactive and reactive, within the service area as times permits at the discretion of the Tualatin Police Department on-duty supervisor.
 - b.** Respond to calls for police services originating in or directed to Durham. Response to calls will be made according to priorities established by Interagency Agreement and the Washington County Consolidated Communications Agency.
 - c.** Traffic enforcement.
 - d.** Necessary court time as a result of citations or complaints issued by the Tualatin Police Department officers in Durham.

- e. Follow-up investigations, detective work, court time, report writing, mandated training for certified officers, supervision, vehicles, equipment and materials, records management, property/evidence storage, and administration as needed.
 - f. Services provided do not include Code Enforcement of the Durham Municipal Code.
- B.** All services include report writing, training, supervision, use of equipment and materials, and administrative needs connected to those services.
- C.** Tualatin, through the chain of command of its police department, will exercise sole discretion and responsibility for decisions as to the nature and extent of response to specific requests for emergency service, given the need to apportion response capability among both Tualatin and Durham, as well as honor mutual aid agreements. Durham recognizes at any given time conflicting demands for service may require the exercise of discretion by Tualatin in setting emergency priorities for the deployment of equipment and personnel.
- D.** Tualatin will provide Durham with a summary of police activities in Durham on a monthly basis and give an annual report / summary to the Durham City Council.

Section 4. City Of Durham Obligations.

In exchange for the City of Tualatin providing police services, City of Durham will pay the following amounts for the term of the agreement:

Year 1	FY 21/22	\$151,815
Year 2	FY 22/23	\$157,888
Year 3	FY 23/24	\$164,200
Year 4	FY 24/25	\$170,770
Year 5	FY 25/26	\$177,600

Payments will be paid on a quarterly basis. In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services. Should City of Durham be in arrears in payment of its fees hereunder, such default will not be deemed a material breach unless City of Durham’s entire uncontested balance is still unpaid more than 45 days after written notice by City of Tualatin of intent to terminate.

Section 5. Independent Contract and Administrative Responsibility.

- A. Employees of City of Tualatin.** City of Tualatin will have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. City of Tualatin will have full discretion and authority to assign priority service among conflicting service demands at any given time. City of

Tualatin will indemnify, defend, and hold City of Durham harmless from any liability for the direct payment of any salaries, wages, or other compensation to any City of Tualatin personnel performing services for the City of Durham under this agreement. Except as otherwise provided herein, the City of Tualatin, its officers, agents and employees have not assumed any liability for acts of City of Durham, or of any City of Durham officer, employee, or agent.

B. Services to Other Agencies. City of Tualatin may contract to provide police services to other agencies in its discretion. City of Tualatin will provide 30 days' prior notice to City of Durham before providing police services to other agencies.

C. Independent Contract Relationship. City of Tualatin through its officers, employees, and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein will be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between City of Tualatin and City of Durham. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

D. The City of Durham has no right to direct or control the manner or method by which City of Tualatin provides the services that Tualatin agrees to provide through this Agreement.

Section 6. Other Terms and Conditions.

A. Indemnification.

a. Tualatin will indemnify, hold and save Durham, its officers, employees, and agents harmless from any and all claims that arise against Durham, its officers, employees, or agents in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Durham, its officers, employee, or agents.

b. Durham will indemnify, hold and save Tualatin, its officers, employees, and agents harmless from any and all claims that arise against Tualatin, its officers, employees, or agents in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Tualatin, its officers, employee, or agents.

B. Insurance: Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability.

- C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this contract. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contract.
- D. Force Majeure.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.
- E. Governing Law.** This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the City of Tualatin and the City of Durham that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Washington County Circuit Court.
- F. Severability.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- G. Waiver.** The failure of a party to enforce any provision of this contract against the other party shall not constitute a waiver of that provision or any other provision.
- H. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:

To : City of Tualatin
Bill Steele, Chief of Police
8650 SW Tualatin Road
Tualatin, OR 97062
503.691.4820
bsteele@tualatin.gov

To: City of Durham
Linda Tate, City Administrator
17160 SW Upper Boones Ferry Road
Durham, OR 97224
503.639.6851
cityofdurham@comcast.net

Section 7. Merger. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

Section 8. Modifications of Agreement. Modifications to this Agreement are valid only if made in writing and signed by all parties. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

Section 9. Termination. Either party may terminate the agreement upon the giving of no fewer than 120 days' prior written notice to the other party of the intent to terminate.

Section 10. Breach; Default; Disputes. If a Party breaches a covenant in this IGA, the non-breaching Party may seek all remedies available at law or equity or may revoke this IGA upon giving thirty (30) days' written notice of the alleged breach. If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA immediately, and the IGA will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- D. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA, or any other controversy arises from this IGA and regardless of any statute to the contrary, each party will bear its own attorneys fees and costs. The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

Section 11. Signatures. The parties, by their signatures below, acknowledge having read this agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

CITY OF TUALATIN

BY _____
SHERILYN LOMBOS Date
City Manager

CITY OF DURHAM

BY _____
GERY SCHIRADO Date
Mayor

APPROVED AS TO FORM

BY _____
Tualatin City Attorney



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Bert Olheiser, Street/ Storm/ Sewer Division Manager
Nic Westendorf, Deputy Public Works Director
Jeff Fuchs, Public Works Director

DATE: May 24, 2021

SUBJECT:

Consideration of Resolution 5545-21 Awarding the Bid for the Construction of the 2021 Pavement Maintenance Program.

RECOMMENDATION:

Staff recommends Council approve the resolution to allow the City Manager to execute a contract with Knife River to construct the 2021 Pavement Maintenance Program in the amount of \$991,807.

EXECUTIVE SUMMARY:

The project will overlay portions of 115th Ave., Dogwood St., 105th Ave., and Borland Rd. These projects were selected based on existing road conditions and maintenance recommendations from Street Saver, our pavement asset management system. A project map is attached.

The project was advertised in the Daily Journal of Commerce on April 19 and 21, 2021. The City received five bids prior to the close of the bid period on May 6, 2021; two of the bids were non-responsive. Knife River was the lowest responsible bidder for the project with a bid of \$991,807.

The City consulted with Otak Engineering for design of the project. Otak also reviewed the bids and issued a recommendation to award the project to Knife River.

OUTCOMES OF DECISION:

Adopting Resolution 5545-21 will allow the City to proceed with the 2021 Pavement Maintenance Program as described in the Executive Summary section above and shown on the attached project map.

ALTERNATIVES TO RECOMMENDATION:

The City Council could choose not to adopt Resolution 5545-21 and not proceed with this year's 2021 Pavement Maintenance Program. This is not recommended.

FINANCIAL IMPLICATIONS:

Funds for this project are budgeted in Road Utility Fund.

ATTACHMENTS:

- Project Map
- Resolution 5545-21

RESOLUTION NO. 5545-21

A RESOLUTION AWARDING THE BID FOR THE 2021 PAVEMENT MAINTENANCE PROGRAM AND AUTORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KNIFE RIVER.

WHEREAS, the City published the notice of the opportunity to bid on the 2021 Pavement Maintenance Program in the *Daily Journal of Commerce* on April 19 and April 21, 2021;

WHEREAS, the City received five proposals, which were publically opened and read on May 6, 2021;

WHEREAS, the procurement complies with the City's public contracting requirements; and

WHEREAS, funds are available for this project in the FY 2021/2022 Road Utility Fund;

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

Section 1. Knife River was the successful responsible low bidder and is hereby awarded a contract for the 2021 Pavement Maintenance Program.

Section 2. The City Manager is authorized to execute a contract with Knife River in the amount of \$991,807.

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

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 24th day of May, 2021.

CITY OF TUALATIN OREGON

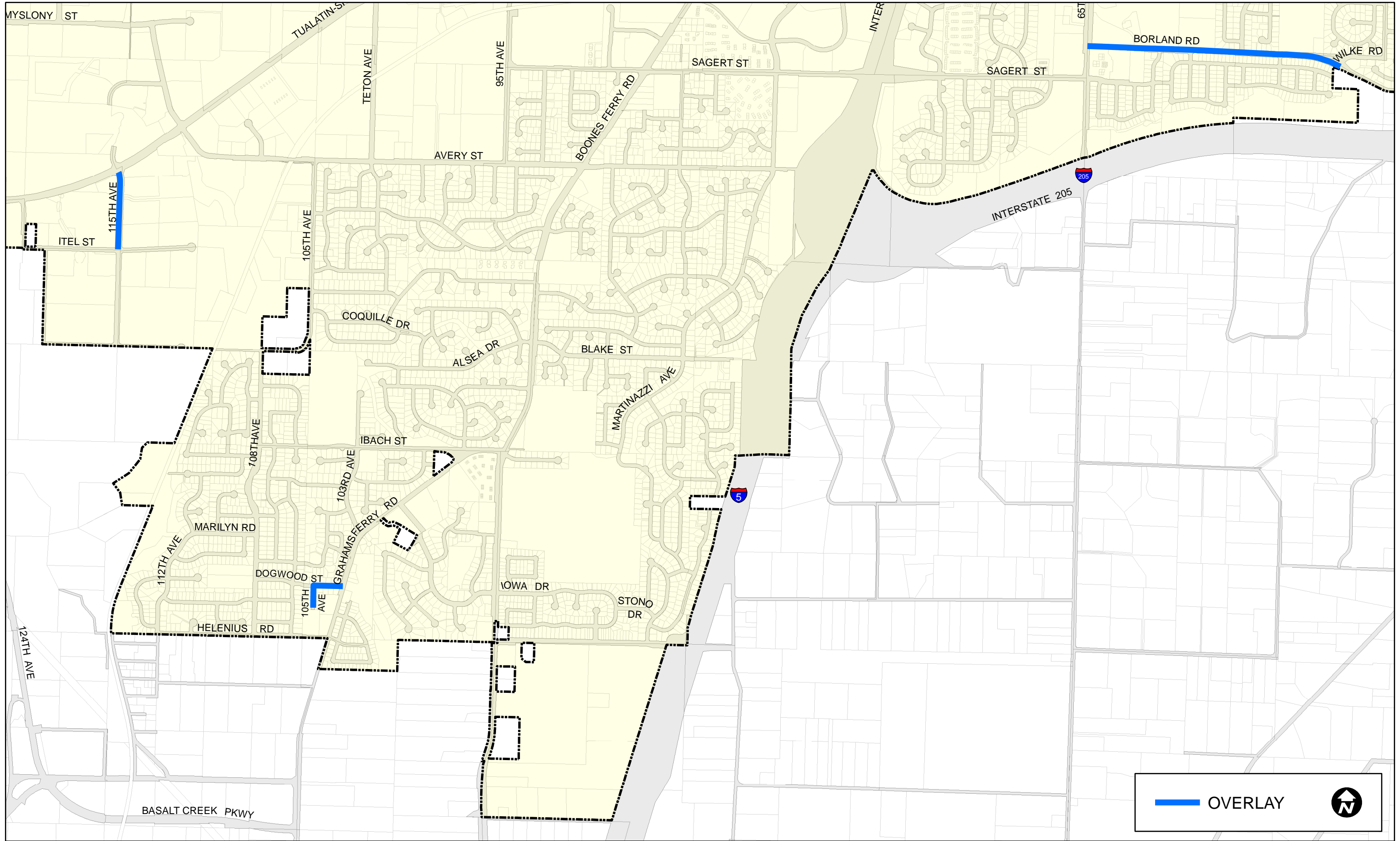
BY _____
Mayor

APPROVED AS TO FORM

ATTEST

BY _____
City Attorney

BY _____
City Recorder





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Lindsay Marshall, Management Analyst II
DATE: May 24, 2021

SUBJECT:

Consideration of **Resolution No. 5546-21** Resolution Authorizing Solid Waste and Recycling Rate Adjustments

RECOMMENDATION:

Staff recommends approval of Resolution 5546-21.

EXECUTIVE SUMMARY:

City of Tualatin has an exclusive franchise with Republic Services. They have requested a 4.6% aggregate rate adjustment due to increased Metro fees regarding wet waste tonnage allocation, changes effective June 30, 2021.

OUTCOMES OF DECISION:

The proposed rate adjustment would go into effect on January 1, 2022, as Republic will be absorbing the Metro fee changes through the remainder of 2021.

ALTERNATIVES TO RECOMMENDATION:

Council may approve the requested 4.6%, negotiate a different percentage, or not approve the request.

FINANCIAL IMPLICATIONS:

Effective January 1, 2022, the service rates and changes set forth in Schedule A which is attached and incorporated into this resolution, would be established and authorized for collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

ATTACHMENTS:

-Resolution No. 5546-21 Resolution Authorizing Solid Waste and Recycling Rate Adjustments 2021

RESOLUTION NO. 5546-21

A RESOLUTION AUTHORIZING SOLID WASTE AND RECYCLING RATE ADJUSTMENTS AND RESCINDING RESOLUTION NO. 5498-20.

WHEREAS, City of Tualatin has an exclusive franchise with Republic Services, as set forth in Ordinance No. 1318-11;

WHEREAS, Republic Services requested the Council approve a 4.6% aggregate rate adjustment to the solid waste and recycling fees; and

WHEREAS, the City Council considered the 4.6% aggregate rate adjustment to the solid waste and recycling fees from Republic Services and approves the rate increase.

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

Section 1. Effective January 1, 2022, the service rates and changes set forth in Schedule A and B, which are attached and incorporated into this resolution, are established and authorized for collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

Section 2. Effective January 1, 2022, Resolution No. 5498-20 is rescinded in its entirety.

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 24 day of May, 2021.

CITY OF TUALATIN OREGON

BY _____
Mayor

APPROVED AS TO LEGAL FORM

ATTEST

BY _____
City Attorney

BY _____
City Recorder

SCHEDULE A

Resolution No. 5546-21

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF TUALATIN

Effective Date: January 1, 2022

I. RECYCLING SERVICES: The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include the items listed below. The current recycle surcharge that is being considered by the city is excluded from the scheduled items below:

A. SINGLE-FAMILY RESIDENTIAL:

1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and a glass recycling bin.
2. Weekly curbside pick-up of yard debris providing a 65-gallon roll cart. Only yard debris at the curb in the 65-gallon roll cart will be collected.

B. MULTI-FAMILY RESIDENTIAL: Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. CITY OFFICES: Office paper recycling of all items included in the Republic Services Mixed Paper Program and corrugated cardboard.

II. MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:

Residential Services		
Cart Size	Current	As of Jan. 1, 2022
20-Gallon	\$23.71	\$24.80
35-Gallon	\$27.84	\$29.12
65-Gallon	\$37.12	\$38.83
Occasional extra	\$5.67	\$5.93
(35-Gallon can or Bag)	\$11.34	\$11.86
An additional cart will be charged at double the single cart rate.		

NOTES ON RESIDENTIAL SERVICE:

1. In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services.

2. All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. No carts will be provided on an on-call basis.
3. Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers.
4. An occasional extra 35-gallon cart for a regular customer is ~~\$5.67~~ **\$5.93**.
5. The minimum charge for any stop for an occasional customer is ~~\$11.34~~ **\$11.86**. Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month.
6. Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of ~~\$11.69~~ **\$11.86** may be charged for replacement of damaged or lost glass recycling bins. Customers will be charged ~~\$72.17~~ **\$75.49** for a lost or damaged garbage, recycling, or yard debris carts.
7. State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full.
8. Yard debris carts are intended for the collection of yard debris only. If the yard debris or recycle cart contains material other than yard debris/recycling, collection shall be charged at garbage rates (~~\$11.34~~ **\$11.86** per contaminated cart).
9. Carts and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee.
10. An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles.
11. Customers may request recycling only (~~\$7.22~~ **\$7.55** per month); yard debris collection only (~~\$7.22~~ **\$7.55** per month); or both (\$15.10 per month).
12. An extra charge of ~~\$27.84~~ **\$29.12** for a driver to go back and pick up customer who was reinstated or failed to put cart out on time after driver has left area.

III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates For Multi-Family and Commercial Single Cart Service - Loose		
Cart Size	One Stop Per Week	As of Jan. 1, 2022
35-Gallon	\$25.26	\$26.42
65-Gallon	\$34.04	\$35.61
90-Gallon	\$41.72	\$43.64
An occasional extra 35-Gallon Can or Bag	\$5.67	\$5.93
An additional Cart will be charged at double the single Cart rate.		

**Monthly Rates For Multi-Family and Commercial
Single Cart Service - Loose**

Containers	Stops per Week					
	1	2	3	4	5	6
1 Cubic Yard	\$108.27	\$206.86	\$302.83			
	\$113.25	\$216.38	\$316.76			
1.5 Cubic Yard	\$137.26	\$269.27	\$393.73	\$512.63	\$628.14	
	\$143.57	\$281.65	\$411.84	\$536.21	\$657.03	
2 Cubic Yard	\$181.21	\$351.92	\$513.60	\$666.93	\$818.50	\$982.72
	\$189.54	\$368.11	\$537.23	\$697.61	\$856.15	\$1,027.92
3 Cubic Yard	\$252.89	\$489.51	\$712.50	\$918.77	\$1,136.76	\$1,381.09
	\$264.53	\$512.03	\$745.28	\$961.03	\$1,189.05	\$1,444.62
4 Cubic Yard	\$320.75	\$620.78	\$918.72	\$1,199.91	\$1,472.05	\$1,766.32
	\$335.51	\$649.33	\$960.99	\$1,255.10	\$1,539.77	\$1,847.57
5 Cubic Yard	\$390.85	\$767.95	\$1,121.81	\$1,477.05	\$1,812.45	\$2,174.92
	\$408.83	\$803.28	\$1,173.41	\$1,545.00	\$1,895.82	\$2,274.96
6 Cubic Yard	\$452.32	\$888.34	\$1,317.37	\$1,710.16	\$2,145.80	\$2,538.59
	\$473.13	\$929.20	\$1,377.97	\$1,788.83	\$2,244.51	\$2,655.37
8 Cubic Yard	\$567.71	\$1,113.74	\$1,646.95	\$2,190.14	\$2,533.79	\$2,922.92
	\$593.82	\$1,164.97	\$1,722.71	\$2,290.89	\$2,650.34	\$3,057.37

A. COMPACTED CONTAINER SERVICE:

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

RECYCLING ONLY RATES:

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

Recycling Rates for Multi-Family Sites With Compactors or Train Systems		
Cart Size	Monthly Charge	As of Jan. 1, 2022
10-99	\$152.64	\$159.66
100-199	\$2.60	\$2.72
200-299	\$2.04	\$2.13
300-399	\$1.85	\$1.93
400+	\$1.78	\$1.86
Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.		

NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE:

1. Additional carts shall be at 100% of the first cart rate multiplied by the stops per week.
2. An occasional extra 35-gallon can for a regular customer shall be ~~\$5.67~~ \$5.93 each occurrence.
3. An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service.
4. The charge for multiple units of any type shall be to the owner of the units.
5. Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A — Section 6.
6. When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service.
7. Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart.
8. All carts will be provided by franchisee.

IV. DROP BOX SERVICE:

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee, and Metro user or service fees. The rates are as follows:

Box Size	Loose (Per Haul)	As of Jan. 1, 2022
<30 Yard	\$125.17	\$130.93
30 Yard	\$149.33	\$156.20
40 yard	\$181.25	\$189.59
<30 yard compactor	\$181.25	\$189.59
30 Yard Compactor	\$242.82	\$253.99
40 Yard Compactor	\$274.80	\$287.44

A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:

1. Delivery fee of ~~\$46.40~~ **\$48.53** shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different [locations. la.](#) An additional haul fee of ~~\$29.21~~ **\$30.55** will be charged to customers with covered (lids) boxes that require the box to be round-tripped.
2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.
3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below):

Box Size	Loose (Per Day)	Loose (Per Month)	Loose (Per Day)	As of Jan. 1, 2022
10 Yard	\$8.08	\$89.74	\$8.45	\$93.87
20 Yard	\$8.08	\$89.74	\$8.45	\$93.87
30 Yard	\$8.67	\$95.73	\$9.07	\$100.13
40 Yard	\$9.28	\$101.71	\$9.71	\$106.39

4. Additional rental fees of ~~\$6.74~~ **\$7.05** per month may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of ~~\$16.50~~ **\$17.26** per month will be charged for customers who have their box(es) hauled less than one time per month.

V. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
 - 1 truck and 1 driver ~~\$117.31~~/hour **\$122.71/hour**
 - 1 truck, 1 driver, and 1 helper ~~\$148.19~~/hour **\$155.01/hour**
- B. Each location of carts, containers, or drop boxes will be billed as a separate account.
- C. When customers abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds 500 pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or 900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a cart or container so that the lid cannot be securely closed. If a cart or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.
- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of ~~\$5.67~~ **\$5.93**.

- I. Yard debris carts contaminated with garbage will be charged ~~\$11.34~~ **\$11.86** extra per occurrence.
- J. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- K. When a single customer uses multiple carts, which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- L. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- M. Placement of hazardous waste material, including tires, liquid waste (paint), and appliances, in a unit collected by franchisee is prohibited.

All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.

- O. Customers requesting the temporary use of a three-cubic-yard container will be charged ~~\$126.65~~ **\$132.48** for delivery, removal, and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of ~~\$19.64~~ **\$19.93** per week or ~~\$137.48~~ **\$143.80** for an extra haul fee. Container can only be on site for a maximum of two (2) weeks.
- P. Enclosures where driver has to open gates and roll out containers will be charged ~~\$17.95~~ **\$18.78** per enclosure per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Republic Services will provide at-cost sharps containers for medical waste disposal, (current cost is ~~\$17.95~~ **\$18.78** per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.
- R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed at Republic Service's discretion and schedule.

TUALATIN SUPPLEMENTAL SERVICE

TYPE OF SERVICE	RATE
<u>Special services not listed:</u>	
Hauler will charge a reasonable rate for driver time, collection, and disposal. Charge to be related to a similar schedule fee where possible.	
<u>Appliances:</u>	
Large appliances that contain Freon (accessible @ curb)	\$ 52.44 \$54.85
Large appliances <i>without</i> Freon (accessible @ curb, Freon removal certificate required)	\$ 31.82 \$33.28
<u>Bathtub/Sink/Toilet:</u>	
Fiberglass tub/shower	\$ 46.59 \$48.73
Toilet	\$ 23.43 \$24.51
Sinks	\$ 17.51 \$18.32
<u>Carpets:</u>	
Rug	\$ 17.51 \$18.32
<u>Tires:</u>	
Tires with rims	Passenger/Light Truck \$ 23.43 \$24.51
Tires without rims	Passenger/Light Truck \$ 17.51 \$18.32
Tires - Heavy Equipment, Semi, etc. charged per ton at current disposal facility gate rate	
<u>Large furniture:</u>	\$ 29.08 \$30.42
(per item: Full size couch, dining table, dresser, mirror, etc.)	
<u>Small furniture:</u>	\$ 17.51 \$18.32
(per item: recliner chair, office chair, crib, coffee table, patio table, cabinets, etc.)	
<u>Hide-a-bed:</u>	\$ 47.44 \$49.62
(per item)	
<u>Mattresses:</u>	
Twin mattress/box spring (set) Double/	\$ 17.51 \$18.32
queen mattress/box spring (set) King	\$ 35.01 \$36.62
mattress/box spring (set)	\$ 44.66 \$46.71

Other:

Bicycle	\$11.86	\$12.41
Waterbed bag	\$17.51	\$18.32
Windows	\$17.51	\$18.32
Treadmill, door, furnace, BBQ, satellite dish,	\$29.08	\$30.42
lawnmower Basketball Hoop	\$46.59	\$48.73
Hot Water Heater (empty)	\$46.40	\$48.53
Hot Tub Cover	\$56.71	\$59.32
Entertainment Center	\$56.71	\$59.32
Christmas Tree less than 6'	\$10.31	\$10.78

E-waste Removal:

TV under 25", PC, Monitor, laptop	\$17.51	\$18.32
TV over 25"	\$35.01	\$36.62
TV console, TV Projection, copiers	\$46.59	\$48.73

Customers shall not place hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks into the carts or bins.

Damaged carts/bins due to noncompliance with the above restrictions, or unretrieved carts/bins may be replaced by the hauler at the costs listed on the service rate pages.

Return trip fee (if bulk items are not out for pick-up): ~~\$25.78~~ **\$26.97**

Bankruptcy and account closures for failure to pay:

Payment of service provided, and two months advance payment required for residential and commercial service. Payment is due at delivery of service for industrial service.

Service interrupt fee/late fees:

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 45 days from invoice date for all lines of business.

Flat fee of \$25.00 will be charged after 60 days of non-payment for all lines of business.

VII. FUTURE ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEE:

On or before May 1, franchisees shall file an annual report with the City for the year ending the previous December 31.

Schedule B Resolution No. 5546-21

Republic Services of Tualatin Effective 1/1/2022

	Current	Requested 4.6% Rate Adjustment	As of Jan. 1, 2022	Washington County Interim Surcharge
Residential				
20 gallon	\$23.71	\$1.09	\$24.80	\$2.00
35 gallon	\$27.84	\$1.28	\$29.12	\$2.00
65 gallon	\$37.12	\$1.71	\$38.83	\$2.00
Commercial				
35 gallon	\$25.26	\$1.16	\$26.42	\$2.00
65 gallon	\$34.04	\$1.57	\$35.61	\$2.00
90 gallon	\$41.72	\$1.92	\$43.64	\$2.00
1 yard	\$108.27	\$4.98	\$113.25	4%
1.5 yard	\$137.26	\$6.31	\$143.57	4%
2 yard	\$181.21	\$8.34	\$189.55	4%
3 yard	\$252.89	\$11.63	\$264.52	4%
4 yard	\$320.75	\$14.75	\$335.51	4%
6 yard	\$452.32	\$20.81	\$473.13	4%
8 yard	\$567.71	\$26.11	\$593.82	4%
Industrial				
10 yard	\$125.17	\$5.76	\$130.93	N/A
20 yard	\$125.17	\$5.76	\$130.93	N/A
30 yard	\$149.33	\$6.87	\$156.20	N/A
40 yard	\$181.25	\$8.34	\$189.59	N/A

The Washington County Recycling Surcharge has not been adjusted in this resolution.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: May 24, 2021

SUBJECT:

Consideration of Resolution No. 5547-21, A Resolution Authorizing the City Manager to Execute an Intergovernmental Agreement to Provide Municipal Court Services to the City Of Durham

RECOMMENDATION:

Staff Recommends that the City Council approve the attached resolution

EXECUTIVE SUMMARY:

The City of Tualatin provides municipal court services to the City of Durham for violations of the City of Durham's charter or ordinances. The attached Intergovernmental Agreement (IGA) is a renewal of the IGA last signed in July 2016. There are no changes to the services provided, merely housekeeping edits.

ATTACHMENTS:

- Resolution No. 5547-21

-

RESOLUTION NO. 5547-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE MUNICIPAL COURT SERVICES TO THE CITY OF DURHAM.

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including court services, to its community;

WHEREAS, the City of Durham is a public body engaged in providing municipal services to its community;

WHEREAS, ORS 190.010 et. seq., authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement; and

WHEREAS, the City of Tualatin and City of Durham mutually agree that the City of Tualatin will provide municipal court services to the City of Durham.

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

Section 1. The City Manager is authorized to execute the intergovernmental agreement to provide municipal court services to the City of Durham, which is set forth in Exhibit A and is incorporated by reference.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 24th day of May, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

EXHIBIT A

RESOLUTION NO. 5547-21

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR COURT SERVICES

RECITALS:

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including public safety, to its citizens; and

WHEREAS, the City of Durham is a public body engaged in providing municipal services to its citizens; and

WHEREAS, ORS 190.010 et. seq. authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement (IGA); and

WHEREAS, ORS 221.355 authorizes the City of Tualatin to provide municipal court services to the City of Durham;

WHEREAS, the City of Tualatin and City of Durham mutually agree to this IGA for Municipal Court Services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Term. The term of this agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 2026, unless terminated sooner as provided under the terms of this IGA.

Section 2. Purpose. The purpose of this Agreement is for Tualatin to furnish municipal court services to Durham, as specifically set forth in this Agreement.

Section 3. Services Provided.

- A.** The City of Tualatin will provide municipal court services to Durham. The Tualatin Municipal Court Judge will have all judicial jurisdiction, authority, powers, functions and duties of the municipal court of Durham with respect to all and any violations of the charter or ordinances of Durham. The exercise of jurisdiction under such an agreement by a municipal judge shall not constitute the holding of more than one office.
- B.** Nothing in this Agreement provides legal services of any nature. If Durham wishes to prosecute any violation, such prosecution must be provided by Durham.

Section 4. Proceeds Of Fines. In exchange for the City of Tualatin providing the services, the disbursement of fines will be as follows:

- A. Traffic. 100% of the proceeds from fines collected by Tualatin for traffic violations will be retained by Tualatin;
- B. Durham Charter or Ordinances. Violations of the Durham Municipal Code occurring within the corporate limits of Durham will be split with 90% being paid to Durham and 10% being retained by Tualatin.
- C. State Requirements. The proceeds provided in Subsection A and B above are net of any requirements in ORS 153.650 (Disposition of fines for traffic offenses) to 153.680 (Costs),

Section 5. Municipal Judge. For time spent adjudicating violations of Durham Charter or Ordinances, Durham will pay Tualatin the current rate of pay for the judge based on Tualatin's adopted salary schedule, for a minimum of one hour of adjudication and rounded to the nearest half-hour. If the judge hears both one or more Durham cases and one or more Tualatin cases within an hour, each party will pay for one-half hour's time.

Section 6. Independent Contract And Administrative Responsibility.

- A. **Employees of City of Tualatin.** City of Tualatin will have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. City of Tualatin will have full discretion and authority to assign priority service among conflicting service demands at any given time.
- B. **Subcontracting.** City of Tualatin may contract to provide services to other agencies in its discretion, but it may not subcontract services provided to Durham without Durham's express written consent.
- C. **Independent Contract Relationship.** Tualatin through its officers, employees, and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein will be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between the Tualatin and Durham. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. The City of Durham has no right to direct or control the manner or method by which Tualatin provides the services that Tualatin agrees to provide through this Agreement.

Section 7. Other Terms And Conditions.

- A. Indemnification.** To the fullest extent permitted by the Oregon Constitution, laws of the State of Oregon regarding units of local government and subject to the monetary limits of ORS 30.260 – 30.300, each party agrees to indemnify, defend and hold the other harmless from any liability claim or injury arising from that party's acts or omissions in connection with the performance of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this agreement.
- B. Insurance:** Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability.
- C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this contract. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contract.
- D. Force Majeure.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.
- E. Governing Law.** This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the City of Tualatin and the City of Durham that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Washington County Circuit Court.
- F. Severability.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- G. Waiver.** The failure of a party to enforce any provision of this contract against the other party shall not constitute a waiver of that provision or any other provision.
- H. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:

To : City of Tualatin
Don Hudson, Assistant City Manager/Finance Director
18880 SW Martinazzi Avenue
Tualatin, OR 97062
503.691.3050
dhudson@ Tualatin.gov

To: City of Durham
Linda Tate, City Administrator
17160 SW Upper Boones Ferry Road
Durham, OR 97224
503.639.6851
cityofdurham@comcast.net

Section 8. Modifications Of Agreement. Modifications to this Agreement are valid only if made in writing and signed by all parties. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

Section 9. Termination. Either party may terminate the agreement upon the giving of no fewer than 120 days prior written notice to the other party of the intent to terminate.

Section 11. Breach; Default; Disputes. If a Party breaches a covenant in this IGA, the non-breaching Party may seek all remedies available at law or equity or may revoke this IGA upon giving thirty (30) days' written notice of the alleged breach. If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA immediately, and the IGA will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.

D. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA, or any other controversy arises from this IGA and regardless of any statute to the contrary, each party will bear its own attorneys fees and costs. The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

Section 12. Signatures. The parties, by their signatures below, acknowledge having read this agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

CITY OF TUALATIN

BY _____
SHERILYN LOMBOS Date
City Manager

CITY OF DURHAM

BY _____
GERY SHIRADO Date
Mayor

APPROVED AS TO FORM

BY _____
Tualatin City Attorney

EXHIBIT A

RESOLUTION NO. 5544-21

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR POLICE SERVICES

RECITALS:

WHEREAS, the City of Tualatin is a public body engaged in providing municipal services, including public safety, to its citizens; and

WHEREAS, the City of Durham is a public body engaged in providing municipal services to its citizens; and

WHEREAS, ORS 190.010 et. seq. authorizes the City of Tualatin and City of Durham to enter into an intergovernmental agreement; and

WHEREAS, the City of Tualatin and City of Durham mutually agree this Agreement for Police Services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Term. The term of this agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 2026, unless terminated sooner as provided under the terms of this IGA.

Section 2. Purpose. The purpose of this Agreement is for Tualatin to furnish law enforcement services to Durham in exchange for a fee for services, as specifically set forth in this Agreement.

Section 3. City Of Tualatin Obligations.

- A.** City of Tualatin will provide law enforcement services to Durham 24 hours a day, 7 days per week, 365 days per year and consider Durham as part of Tualatin's service area. These law enforcement services could include, but are not limited to:
- a.** Patrol services, both proactive and reactive, within the service area as times permits at the discretion of the Tualatin Police Department on-duty supervisor.
 - b.** Respond to calls for police services originating in or directed to Durham. Response to calls will be made according to priorities established by Interagency Agreement and the Washington County Consolidated Communications Agency.
 - c.** Traffic enforcement.
 - d.** Necessary court time as a result of citations or complaints issued by the Tualatin Police Department officers in Durham.

- e. Follow-up investigations, detective work, court time, report writing, mandated training for certified officers, supervision, vehicles, equipment and materials, records management, property/evidence storage, and administration as needed.
 - f. Services provided do not include Code Enforcement of the Durham Municipal Code.
- B.** All services include report writing, training, supervision, use of equipment and materials, and administrative needs connected to those services.
- C.** Tualatin, through the chain of command of its police department, will exercise sole discretion and responsibility for decisions as to the nature and extent of response to specific requests for emergency service, given the need to apportion response capability among both Tualatin and Durham, as well as honor mutual aid agreements. Durham recognizes at any given time conflicting demands for service may require the exercise of discretion by Tualatin in setting emergency priorities for the deployment of equipment and personnel.
- D.** Tualatin will provide Durham with a summary of police activities in Durham on a monthly basis and give an annual report / summary to the Durham City Council.

Section 4. City Of Durham Obligations.

In exchange for the City of Tualatin providing police services, City of Durham will pay the following amounts for the term of the agreement:

Year 1	FY 21/22	\$151,815
Year 2	FY 22/23	\$157,888
Year 3	FY 23/24	\$164,200
Year 4	FY 24/25	\$170,770
Year 5	FY 25/26	\$177,600

Payments will be paid on a quarterly basis. In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services. Should City of Durham be in arrears in payment of its fees hereunder, such default will not be deemed a material breach unless City of Durham’s entire uncontested balance is still unpaid more than 45 days after written notice by City of Tualatin of intent to terminate.

Section 5. Independent Contract and Administrative Responsibility.

- A. Employees of City of Tualatin.** City of Tualatin will have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. City of Tualatin will have full discretion and authority to assign priority service among conflicting service demands at any given time. City of

Tualatin will indemnify, defend, and hold City of Durham harmless from any liability for the direct payment of any salaries, wages, or other compensation to any City of Tualatin personnel performing services for the City of Durham under this agreement. Except as otherwise provided herein, the City of Tualatin, its officers, agents and employees have not assumed any liability for acts of City of Durham, or of any City of Durham officer, employee, or agent.

B. Services to Other Agencies. City of Tualatin may contract to provide police services to other agencies in its discretion. City of Tualatin will provide 30 days' prior notice to City of Durham before providing police services to other agencies.

C. Independent Contract Relationship. City of Tualatin through its officers, employees, and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein will be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between City of Tualatin and City of Durham. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

D. The City of Durham has no right to direct or control the manner or method by which City of Tualatin provides the services that Tualatin agrees to provide through this Agreement.

Section 6. Other Terms and Conditions.

A. Indemnification.

a. Tualatin will indemnify, hold and save Durham, its officers, employees, and agents harmless from any and all claims that arise against Durham, its officers, employees, or agents in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Durham, its officers, employee, or agents.

b. Durham will indemnify, hold and save Tualatin, its officers, employees, and agents harmless from any and all claims that arise against Tualatin, its officers, employees, or agents in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Tualatin, its officers, employee, or agents.

B. Insurance: Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability.

- C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this contract. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contract.
- D. Force Majeure.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.
- E. Governing Law.** This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the City of Tualatin and the City of Durham that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Washington County Circuit Court.
- F. Severability.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- G. Waiver.** The failure of a party to enforce any provision of this contract against the other party shall not constitute a waiver of that provision or any other provision.
- H. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:

To : City of Tualatin
Bill Steele, Chief of Police
8650 SW Tualatin Road
Tualatin, OR 97062
503.691.4820
bsteele@tualatin.gov

To: City of Durham
Linda Tate, City Administrator
17160 SW Upper Boones Ferry Road
Durham, OR 97224
503.639.6851
cityofdurham@comcast.net

Section 7. Merger. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

Section 8. Modifications of Agreement. Modifications to this Agreement are valid only if made in writing and signed by all parties. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

Section 9. Termination. Either party may terminate the agreement upon the giving of no fewer than 120 days' prior written notice to the other party of the intent to terminate.

Section 10. Breach; Default; Disputes. If a Party breaches a covenant in this IGA, the non-breaching Party may seek all remedies available at law or equity or may revoke this IGA upon giving thirty (30) days' written notice of the alleged breach. If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA immediately, and the IGA will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- D. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA, or any other controversy arises from this IGA and regardless of any statute to the contrary, each party will bear its own attorneys fees and costs. The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

Section 11. Signatures. The parties, by their signatures below, acknowledge having read this agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

CITY OF TUALATIN

CITY OF DURHAM

BY _____
SHERILYN LOMBOS Date
City Manager

BY _____
GERY SCHIRADO Date
Mayor

APPROVED AS TO FORM

BY _____
Tualatin City Attorney



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: May 24, 2021

SUBJECT:

Consideration of **Resolution No. 5548-21**, Authorizing Changes to the FY 2020-2021 Adopted Budget.

RECOMMENDATION:

Staff recommends adopting the attached resolution.

EXECUTIVE SUMMARY:

Local Budget Law allows for the transfer of appropriation authority from one appropriation to another (ORS 294.463).

Due to the snow and ice storm in February, the Parks Maintenance budget incurred expenditures that were not anticipated in the FY 2020-2021 budget. Expenditures related to storm clean-up will need to be transferred from General Fund Contingency to the Parks Maintenance budget for these additional unbudgeted costs. There are sufficient funds available in Contingency to cover this transfer.

All proposed changes to the adopted budget are included in the attached Resolution.

FINANCIAL IMPLICATIONS:

The net effect to the General Fund is zero, as the resolution merely moves \$395,000 from one appropriation to another.

ATTACHMENTS:

- Resolution No. 5548-21

RESOLUTION NO. 5548-21

A RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2020-2021 BUDGET

WHEREAS, an occurrence or condition arose which requires a transfer of appropriations in the adopted FY 2020-2021 budget;

WHEREAS, the snow and ice storm in February 2021 caused significant damage to trees throughout the City and caused the City to declare a state of emergency as provided in Resolution No. 5532-21;

WHEREAS, the Parks Maintenance budget incurred unexpected expenditures to clean up the debris from the storm, which were authorized by the Resolution No. 5532-21;

WHEREAS, in order to lawfully comply with the requirements of Local Budget Law, changes to the adopted 2020-2021 budget are necessary;

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

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

Section 1. The City Council wishes to comply with Local Budget Law, and authorize the transfer of appropriations.

Section 2. Adjustments to the adopted 2020-2021 budget should be made as follows:

<u>General Fund</u>			
Parks Maintenance	\$ 395,000	Contingency	\$ (395,000)

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 24th day of May, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM:

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager
Kim McMillan, Community Development Director

FROM: Kelsey Lewis, Policy Analyst

DATE: May 24, 2021

SUBJECT:
Regional Land Use and Transportation Update

EXECUTIVE SUMMARY:

City Manager Sherilyn Lombos will introduce Kelsey Lewis, who is new to the Policy Analyst role.

Community Development staff will give an overview of key land use and transportation projects for the second quarter (Q2) of 2021 to discuss opportunities for advocacy and coordination.

The purpose of this update is to:

1. Highlight the top 2021 Q2 projects that are active in the decision-making or engagement process.
2. Discussion of Council, staff, and community coordination for input on these projects.
3. Provide a directory of projects going on within the county, region, and state that have an impact on Tualatin.

For Q3, staff deemed the following as top projects:

1. Tualatin Shuttle Service Expansion
 2. Boones Ferry Corridor Federal Funding
 3. Regional Mobility Policy Update
-

ATTACHMENTS:

- A. Transportation Policy and Funding Map (for reference)
- B. Regional project tracking list for Q2 2021
- C. PowerPoint Presentation for May 24 City Council meeting

TRANSPORTATION POLICY & FUNDING FRAMEWORK



**additional funding opportunities exist*

Tualatin Shuttle expansion: *Ride Connection*

Q2 Top 3

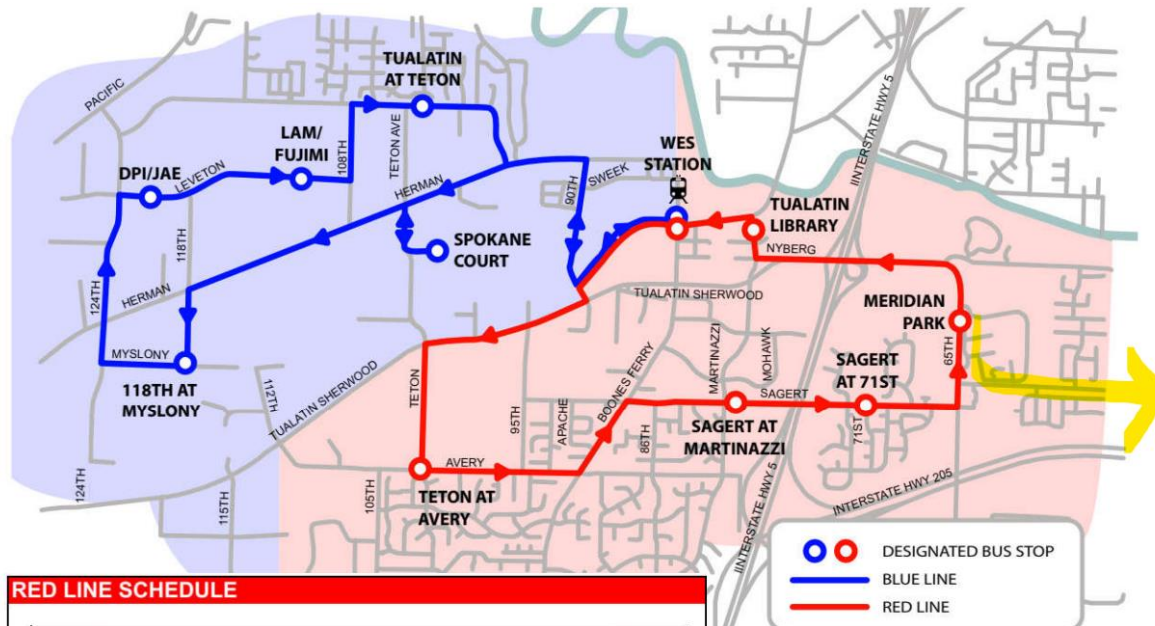
Q2 Update: Ride Connection has been awarded STIF funding to expand Tualatin Shuttle service along I-205/Borland Road/Bridgeport Village to connect to the SMART shuttle. Ride Connection will coordinate with Tualatin staff to announce changes in service this summer.

Description: Through HB 2017/Keep Oregon Moving Regional Coordination funding, Clackamas County in coordination with Ride Connection has evaluated and will be funding expansion of the Tualatin Shuttle.

Impact to Tualatin: Expanded transit service along Borland Rd and I-205 by the Tualatin Shuttle.

Contact (project): John Whitman, Lead Service Planner, at (503) 290-3684 or jwhitman@rideconnection.com

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or kewis@tualatin.gov



Boones Ferry Corridor: *Federal Transportation & Infrastructure Committee*

Q2 Top 3

Q2 Update: Our proposal for federal funding of Boones Ferry Active Transportation Corridor project has been included in Congresswoman Bonamici’s recommendation to the U.S. House Transportation and Infrastructure Committee for consideration in June.

Description: Tualatin submitted a proposal for \$4 million in federal funding to complete the Boones Ferry Corridor bike lane and sidewalk project to Congresswoman Bonamici’s office in April.

Impact to Tualatin: We plan to build improvements on Boones Ferry Road whether we get the federal funding or not, however, if we do receive federal funding, we could build a lot more and really make this project transform this corridor for walking, biking, and using transit, to get to jobs and schools.

Website (project): <https://www.tualatinmovingforward.com/boones-ferry-corridor-sidewalk-and-bike-lane-project/>

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or klewis@tualatin.gov

Jobs, Climate Action, Transit & Safety (JCATS):
Greater Portland's 2021 Transportation Earmark Package

Boones Ferry Active Transportation Corridor

City of Tualatin

Project description

Accessible cycling and walking improvements on Boones Ferry Road from Warm Springs St. to Norwood Rd., including buffered bike lanes, sidewalks, crosswalks and signage.

Community benefits

- Provides bicycle and pedestrian access through Tualatin’s largest residential zone connecting jobs to housing
- Provides alternative travel options for everyone to reduce dependence on cars
- Replaces or constructs 1.5 miles of sidewalk and 4 miles of buffered bike lane along the 2-mile transit corridor
- Connects new affordable housing with four schools, jobs, parks, and services



Funding request

Requested earmark funding
\$4 Million

Total project cost
\$5.6 Million

Additional funding sources
Tualatin Moving Forward General
Obligation Bond: \$1.6 million

Regional mobility policy update: *Metro and ODOT*

Q3 Top 3

Q2 Update: Staff throughout the region are reviewing potential new measures for mobility. Metro hosted several workshops to solicit feedback in April and May and will test the measures using case studies in summer 2021.

Description: Metro and ODOT have been working to begin updating the Regional Mobility Policy, which sets standards for how transportation and land use development is measured or receives investment. The updated policy will describe the region’s desired mobility outcomes and more robustly and explicitly define “acceptable and reliable” levels of mobility for people and goods using the transportation system in the Portland area.

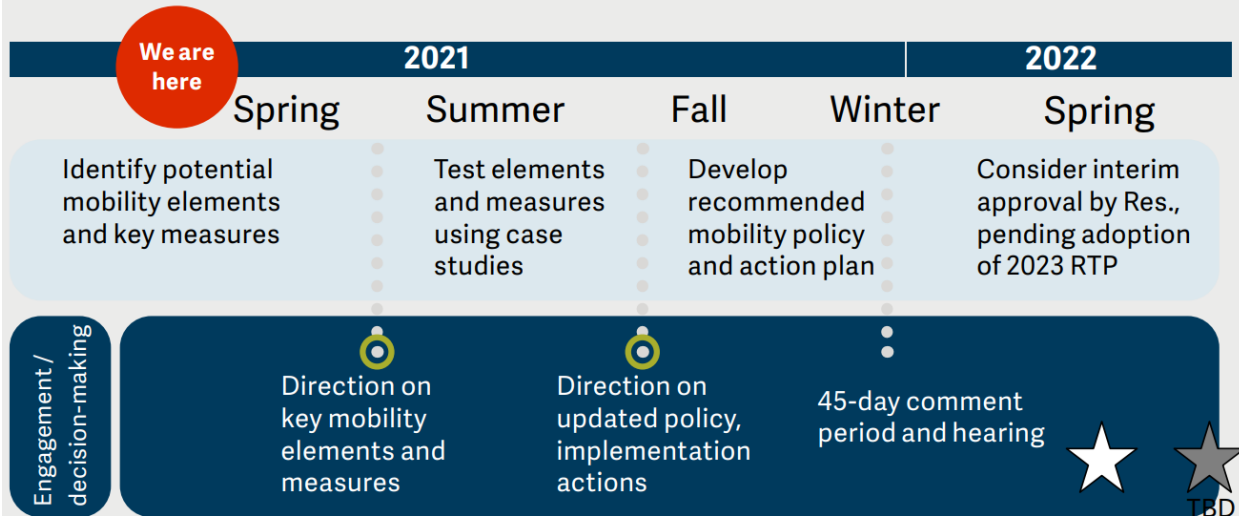
Impact to Tualatin: The existing mobility standards require Tualatin to have targets for reducing emissions and single-occupancy vehicles, along with levels of service requirements. The intention of updating the mobility policy is to provide more options and context-specific measures. The new standards will have a major impact on Tualatin’s ability to develop land and secure transportation funding.

Website (project): <https://www.oregonmetro.gov/public-projects/regional-mobility-policy-update>

Contact (project): Kim Ellis, Metro, Principal Transportation Planner, at (503) 797-1617 or kim.ellis@oregonmetro.gov.

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or kewis@tualatin.gov

Key engagement opportunities



☆ Metro Council action on JPACT recommendations

★ Oregon Transportation Commission action on Metro Council and JPACT recommendations

○ Stakeholder forums and briefings

Regional Transportation and Land Use Update (Q2 2021)

Table 8. Most Promising Mobility Performance Measures to Consider for Testing

ID	Measure	Definition	Mobility Policy Elements					Planning Applications		
			Access	Time Efficiency	Reliability	Safety	Travel Options	System Performance/ Scenario Testing/Target	Needs Identification/ Project Identification	Plan Amendments/ Standard
13A	Multimodal Level of Service (MMLoS)	MMLOS is a level of service (LOS) system that measures the quality and level of comfort of facilities per mode based on factors that impact mobility from the perspectives of pedestrians, cyclists, and transit riders, respectively.	●			○	All modes	●	●	●
13B	Level of Traffic Stress (LTS)	Level of traffic stress (LTS) classifies points and segments on routes into different categories of stress ranging from 1 (low stress) to 4 (high stress) based on factors that correlate to the comfort and safety of the bicyclist or pedestrian using that facility.	●	○		●	Bike, Pedestrian	●	●	●
15	Pedestrian Crossing Index	The distance between pedestrian crossings compared to a target maximum distance.	●	●		●	Pedestrian	●	●	●
24	System Completeness	The percent of planned facilities that are built within a specified network	●	○		○	All modes	●	●	●
27	Travel Speed	Average or a percentile speed for a network segment or between key origin-destination pairs, during a specific time period.			○	●	Vehicle, Freight, Transit	●	●	●
2	Accessibility to Destinations	The number of essential destinations within a certain travel time or distance, by different modes.	●	○	○		All modes	●	●	●
10	Hours of Congestion/ Duration of Congestion	The number of hours within a time period, most often within a weekday, where a facility's congestion target is exceeded.		●	●		Vehicle, Freight, Transit	●	●	●
29	Travel Time Reliability (Planning and Buffer Travel Time Indexes)	Indicators of congestion severity that assess on-time arrival and travel time variability.		○	●		Vehicle, Freight, Transit	●	●	●
36	VMT per Capita	The number of miles traveled by motorists within a specified time period and study area, per the study area's population.	○	●		○	Vehicle, Freight, Transit	●	●	●
28	Travel Time	Average or a percentile time spent traveling between key origin-destination pairs, during a specific time period.		●			All modes	●	●	●
38	V/C for Roadway Links	The ratio of traffic volume to the capacity of a roadway link during a specified analysis period.		●	○		Vehicle, Freight	●	●	●
37	Volume-to-Capacity Ratio (V/C) at Intersections	The ratio of traffic volume to the capacity of an intersection during a specified analysis period.		●	○		Vehicle, Freight	●	●	●

● direct measure; ○ indirect measure

I-205 Tolling Study: ODOT

Active

Q2 Update: Ongoing meetings with an equity committee (EMAC), data modeling and transit technical staff teams are happening. In coordination with Tualatin, Clackamas County cities provided individual and combined letters to the OTC about National Environmental Policy Act (NEPA) comment period and the revenue decision.

Description: ODOT is studying three tolling segments on I-205.

Impact to Tualatin: Direct impact to Tualatin residents and businesses traveling along the interstate or state highway system. Possible impact to roads with vehicles diverting from highways to avoid tolls.

Website (ODOT): <https://www.oregon.gov/odot/tolling/Pages/I-205-Tolling.aspx>

Contact (ODOT): Lucinda Broussard, ODOT's Toll Program Director, at (503) 731-4980 and Lucinda.BROUSSARD@odot.state.or.us.

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or kewis@tualatin.gov

Congestion Pricing Study: Metro

Active

Q2 Update: Metro recently hosted a congestion pricing study expert review panel on April 22, 2021 to review Metro's plan and hear what the experts had to say. The panel provided examples of congestion pricing scenarios in other cities and discussed areas for future study in the Portland metro region.

Description: This study informs work on other options and racial equity concerns of congestion pricing.

Impact to Tualatin: Concepts from this plan will be considered to address diversion and how to mitigate that on potential tolling plans for I-205 and I-5 that ODOT is planning.

Website (project): <https://www.oregonmetro.gov/regional-congestion-pricing-study>

Contact (project): Choya Renata, Metro, at (503) 8136893 or choya.renata@oregonmetro.gov

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or kewis@tualatin.gov

First-last mile transportation study: *Washington County*

Active

Q2 Update: Washington County published a final report in January 2021. Tualatin’s downtown WES station area was selected to represent the “town center.”

Description: The First and Last Mile study provides information on how to improve connections between transit and commuter destinations. The plan includes recommendations for infrastructure investments and ideas on how to integrate mobility or new technology options.

Impact to Tualatin: This study is a possible source for identifying transportation improvements and funding as a pilot project.

Website (project):

<https://www.co.washington.or.us/LUT/Divisions/LongRangePlanning/PlanningPrograms/TransportationPlanning/first-and-last-mile.cfm>

Contact (project): Dyami Valentine, Washington County Department of Land Use & Transportation Senior Planner, at (503) 846-3821 or dyami_valentine@co.washington.or.us.

Contact (Tualatin): Kelsey Lewis, Policy Analyst, at (503) 691-3032 or kewis@tualatin.gov

There are more projects staff is following that will be added to this tracking report as information is available.

2021 Quarter 2 Land Use and Transportation Update

City Council Meeting May 24, 2021



Purpose

1. Introduction to Kelsey Lewis, Policy Analyst
2. Highlight top projects in land use and transportation happening now

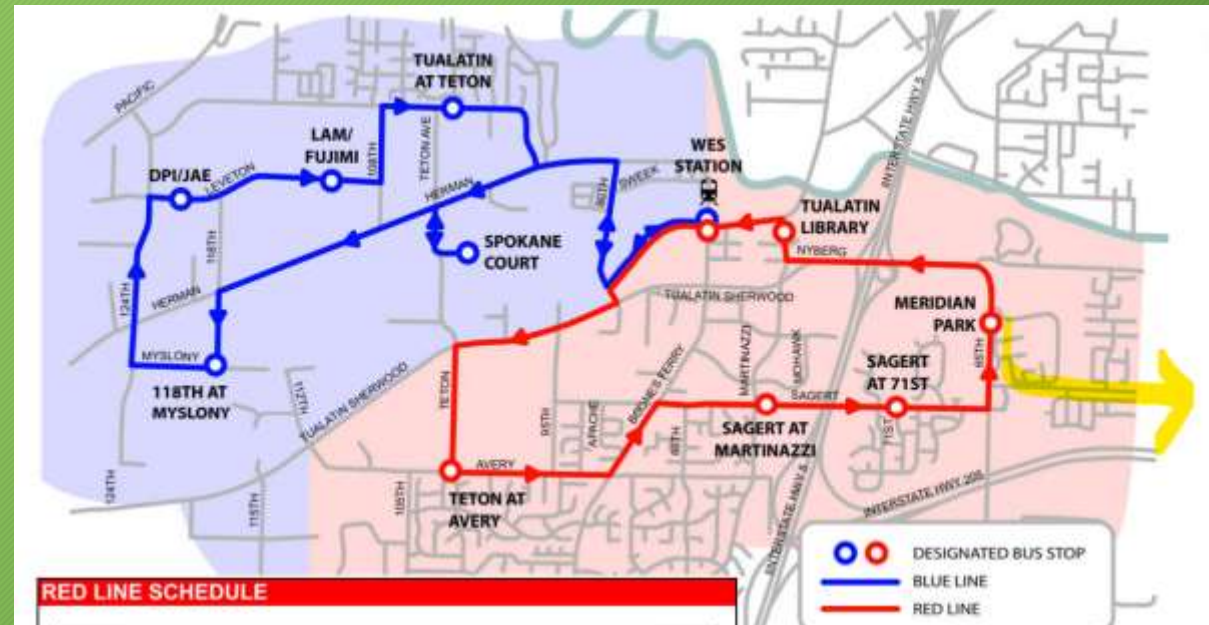
Tualatin Shuttle Service Improvements

- Extending hours
- New service on Borland Road and I-205



Tualatin Shuttle Service Improvements

- New service will connect Tualatin Shuttle Red Loop with Meridian Park Hospital before heading east on Borland Road to meet SMART at Stafford Rd
- Public involvement to announce changes this summer



Boones Ferry Corridor Federal Funding

- Boones Ferry Corridor Bike Lane and Sidewalk project underway in the Tualatin Moving Forward bond program
- Tualatin submitted proposal for federal funding in April
- Mayor Bubenik participated in call with Congresswoman Bonamici

Jobs, Climate Action, Transit & Safety (JCATS):
Greater Portland's 2021 Transportation Earmark Package

Boones Ferry Active Transportation Corridor

City of Tualatin

Project description

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- Connects new affordable housing with four schools, jobs, parks, and services



Funding request

Requested earmark funding
\$4 Million

Total project cost
\$5.6 Million

Additional funding sources
Tualatin Moving Forward General
Obligation Bond: \$1.6 million

Boones Ferry Corridor Federal Funding

- Congresswoman Bonamici's office recommended our project to the Transportation and Infrastructure Committee in late April
- Possible consideration on the House floor in June



Regional Mobility Policy Update

- Joint effort between Metro and Oregon Dept. of Transportation (ODOT)
- Effort to update how we define mobility in the Regional Transportation Plan



Regional Mobility Policy Update

Currently using a vehicle based measure- volume to capacity ratio (v/c)

Evaluating new measures other than volume to capacity such as:

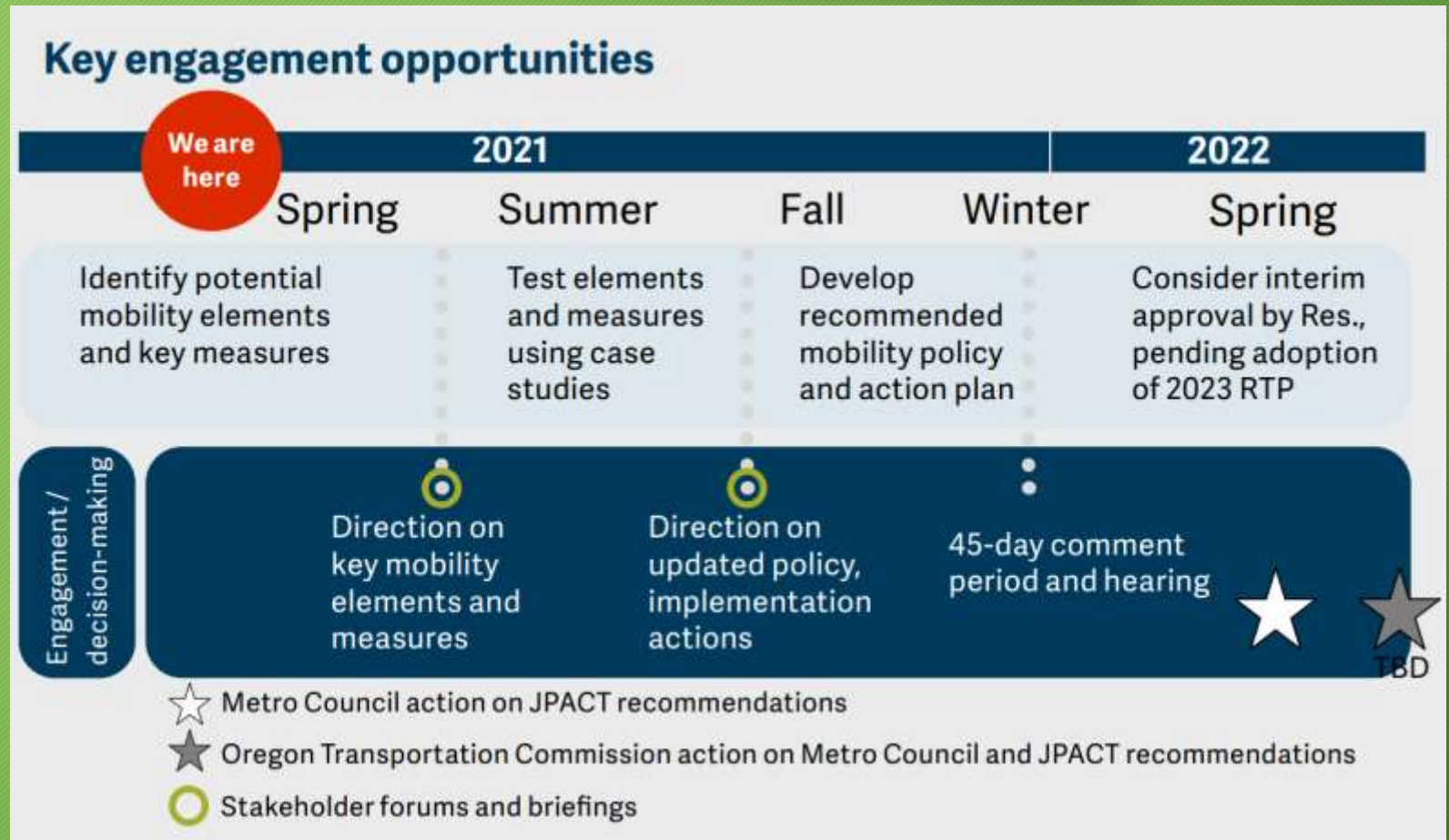
- Multimodal level of service
- Level of traffic stress
- Pedestrian crossing index



Regional Mobility Policy Update

Benefits for Tualatin

- More options
- Holistic approach to mobility
- Could incorporate into our TSP in future



I-205 Tolling Study

ODOT studying three alternatives after public comment in 2020

Staff participating in equity committee (EMAC)



I-205 Tolling Study Timeline



Questions?

Kelsey Lewis, Policy Analyst

klewis@tualatin.gov

503-691-3032



Disrupting the Oregon Housing Crisis Together

TAO Oregon 12.17.20

Our Complex Problem



1. Oregon is in an affordable housing crisis. To date, approximately 30,000 individuals and families are housing insecure.
2. 200,000 people in Oregon spend 50% or more of their income on rent – a proportion that threatens their security.
3. Disproportionately, these people are students, seniors and communities of color.
4. Public policy and existing organizations are failing to meet this need with the urgency it demands.

Oregon: The Stats

SENIORS ARE HOUSING COST BURDENED - MANY LIVE ALONE

65%



Homeowner
w/out Mortgage

45%



Homeowner w/
Mortgage

55%



Home
Renter

25%



Single
Households

9%



Senior
Households

The Drain on Human Potential



- Impedes access to education: if over 50% of income is going to mortgage or rent, how do parents save or pay for college?
- Impedes access to healthcare: if health insurance is not covered by an employer, how does one access health care if 50% of your income is going to rent/mortgage?
- Impedes homeownership: if rent is 50% of income, how does one save for a down payment to own their own home?
- Impedes ability to save for retirement creating vulnerability in our senior population

Home Share: The Solution

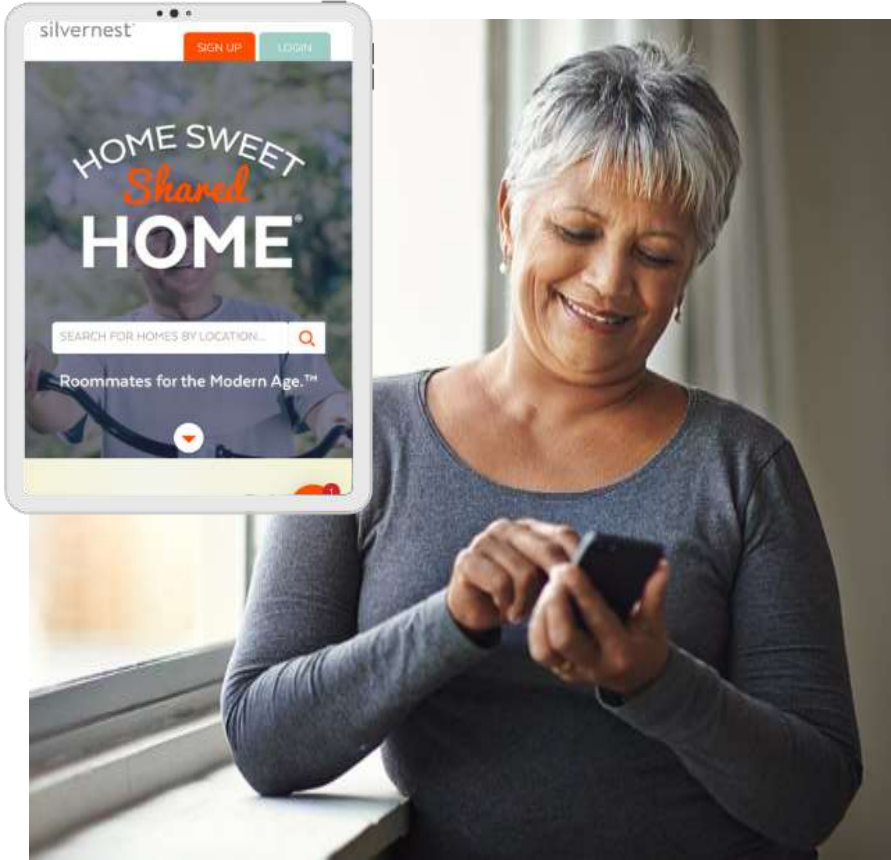


There are 1,500,000 spare bedrooms in owner-occupied homes in the State of Oregon. **If only 2% of the people in these owner-occupied homes agree to Home Share, we could house 30,000 people at risk of homelessness, disrupting a continued increase in displacement.**

Through technology and partnership, we can match this empty space with the people who need it most.

Communities have been sharing homes to save money for generations. Home Share Oregon represents the large-scale adoption of a time-tested solution.

Powered By Technology



Home Share Oregon combines proven technology with a traditional social services model to deliver housing across the spectrum and provide a housing solution that scales.

Home Share Oregon uses the **Silvernest** platform to pair spare bedrooms with people who need them.

Silvernest empowers homeowners to generate rental income while generating affordable units for Oregonians.

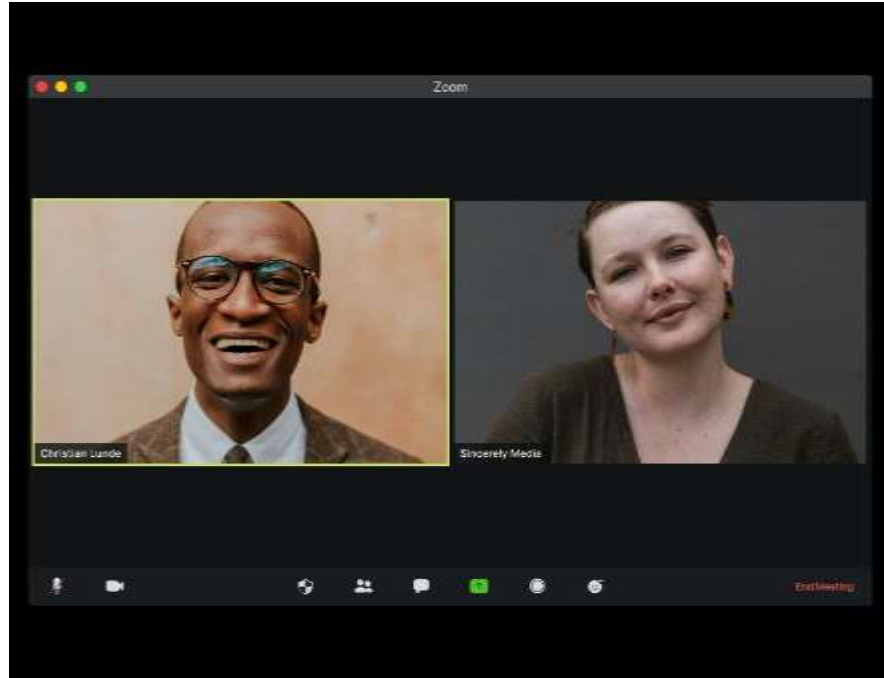


Breaking Down Barriers to Entry



- ✓ Background checks
- ✓ Legal aid
- ✓ Renter and Homeowner insurance
- ✓ Compatibility matching for placements
- ✓ Property management tools
- ✓ Rental agreements
- ✓ Payment gateway
- ✓ Client services

Driven by Partnership



Home Share Oregon partners with existing community organizations.

This allows us to stay lean while increasing the capacity of these organizations to serve those who need additional support.

Together, we streamline the affordable housing search process and increase the capacity of these organizations to serve more people with affordable housing.

Property Tax Abatement



Oregon Senate Bill 1045

- Legislation allows for partial or total property tax abatement for 500 homeowners who participate in Home Share Oregon
- Exemption granted as a subtraction from assessed value of the qualified property tax year
- 2021 Goal: Four counties adopt the property tax abatement plan

Our 2021 Goals



1. Build statewide awareness for Home Sharing Program through extensive marketing program
2. Register 2,000 users at Home Share Oregon
3. Serve 1,200 Renters
4. Create reciprocal, referral, partnerships with 4 organizations in the rural eastern, southern and coastal regions of Oregon
5. Four counties adopt the property tax abatement plan
6. Establish legitimacy and credibility for the idea of Home Share

Home Share Oregon: In One Slide



We are in a Housing Crisis that lacks innovative solutions.



Home Sharing is a solution that works.



We have the technology and the strategy that will scale.



We need YOU to make this solution complete.

Education Campaign



Education/Outreach Program. Partnership with Oregon Broadcasters Association.

County Chapter Steering Committee Program.

Partnership Build

Be a Part of the Solution



Contact

Tess Fields

503-459.9157

tess@homeshareoregon.org

www.homeshareoregon.org

@OregonShare

facebook.com/groups/homeshareoregon



CITY OF TUALATIN

Programs and Activities

- How we shifted in 2020
- What's planned for Summer





Library

In 2020:

- Created to-go craft bag kits
 - Prepping 260 bags and 285 bags during the summer with the help of volunteers
- Pivoted to online programming; Letting out STEAM, Storytime, Trivia, Teen Book Club, Teen Trivia, Take and Bake
- Introduced curbside pick for patron holds.
- Utilized Skedda an online booking system. Booked 96 appointments almost daily for holds pick ups.



Library

Summer 2021

- Reading Park Visits: Atfalati, Jurgens, Community, Ibach
 - book give aways and sign ups, plus STEAM activities!
- Storytime at the parks
- Science in the Parks/ STEAM in the Plaza
- Collaborating with TTSD for Free Summer lunch
- Collaborating with Centro Cultural's Summer STEAM Camp
- Continued online programming



Volunteer Services

500 volunteers

8400 hours served

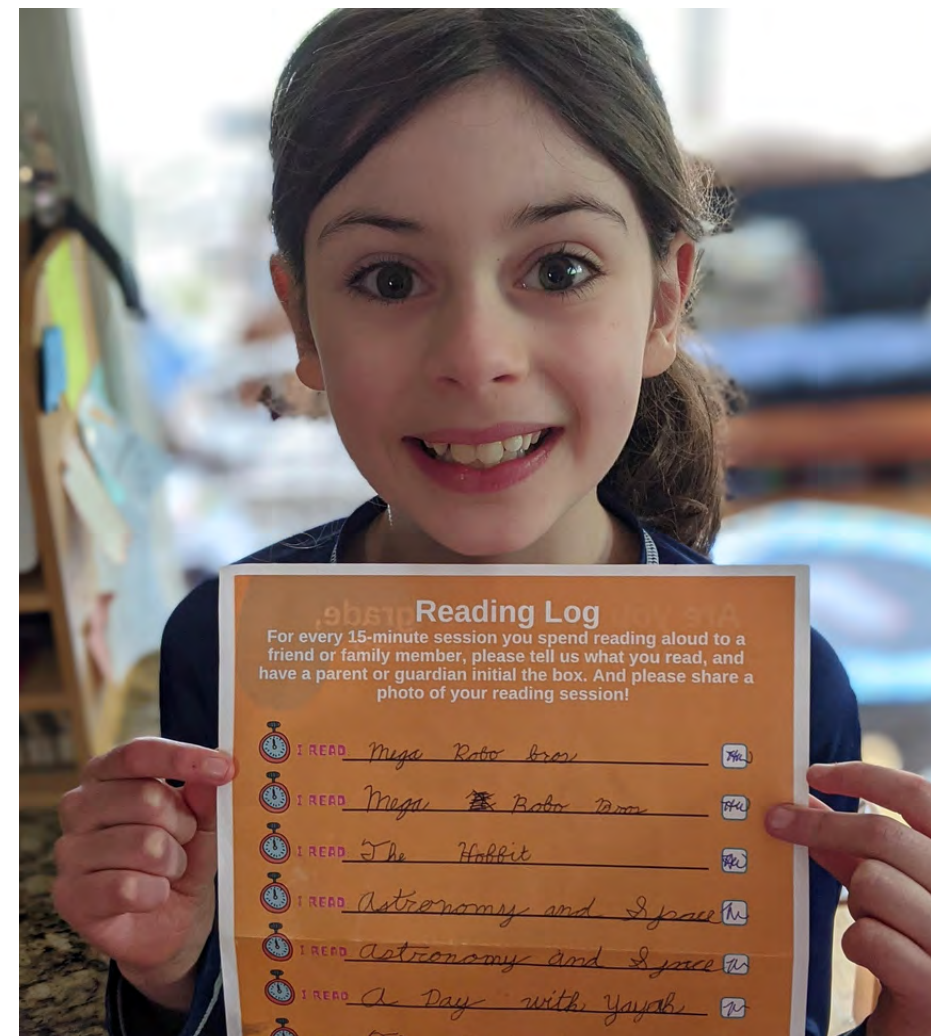
Four new programs in 2020:

Craft Prep Crew – 57 volunteers served nearly 400 hours

Tween Readers – 26 young volunteers read aloud to family and friends.

Do It Yourself Volunteering – 65 volunteers gave 410 hours of their time.

Hug a Park or a Trail – 7 Hug a Park events with groups in social bubbles.



Volunteer Services

Summer 2021

Summer Library Teens

TEAM Tualatin

Put Down Roots in Tualatin



Juanita Pohl Center

2,071

Virtual Fitness
Program
Participants
and counting!

92

Yard signs
delivered to
Tualatin
Veterans

1,007

Virtual
Enrichment
Program
Participants
and counting!

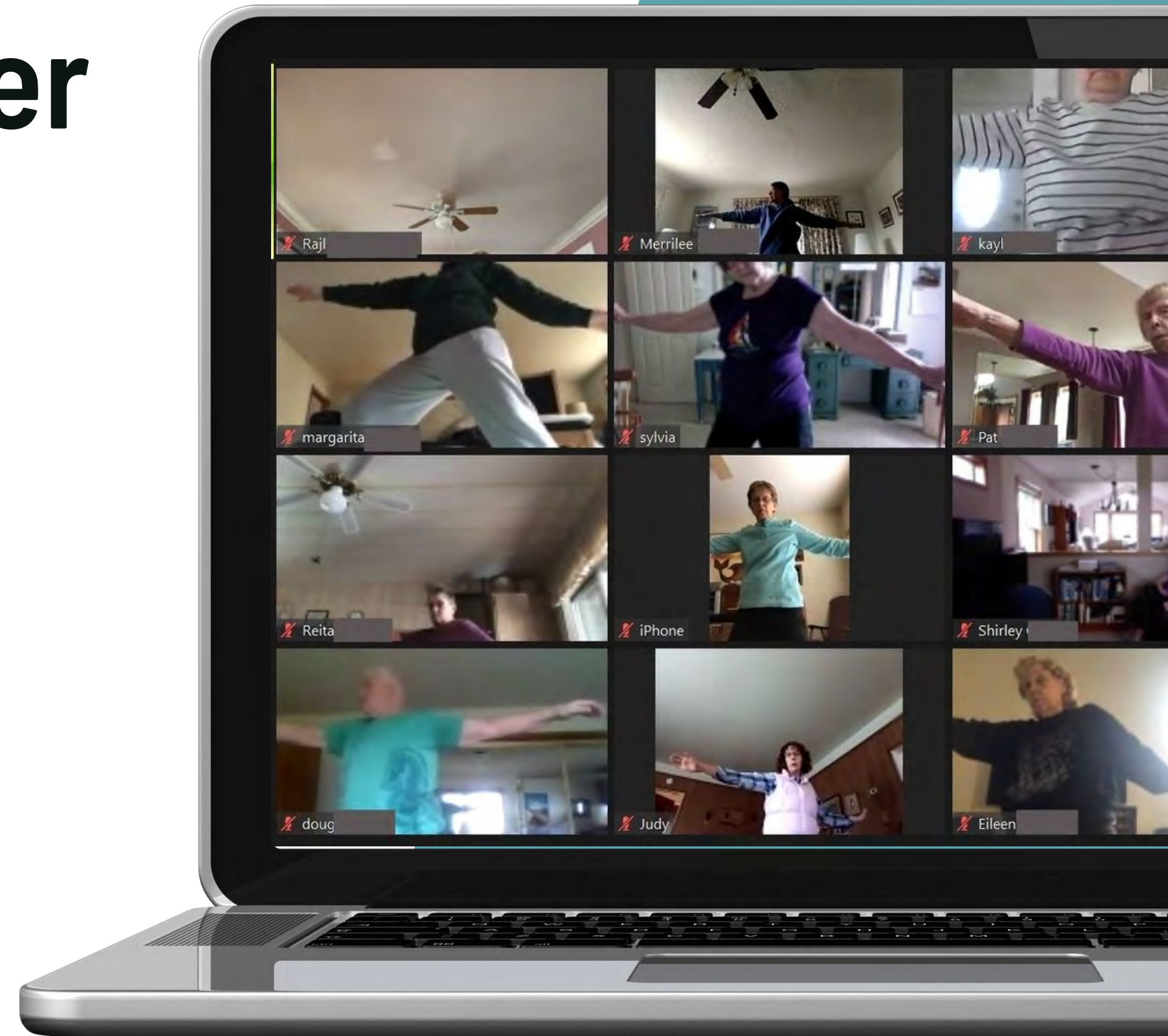


Juanita Pohl Center

Summer 2021

Continue offering a wide variety of virtual programs and activities including:

- JPC Social Hour
- Boomer Boot Camp
- Active Living Every Day
- Medication Management
- JPC Trivia



Summer Camp

- 8 weeks of camp
- Grades 1-6
- 360 kids enrolled
- Following all OHA COVID guidance



Concerts

in the Parks

- Four concerts this summer
- Atfalati Park - July 9
- Ibach Park - July 23
- Community Park - August 6 and 20





iViva Tualatin!

- Sunday, August 22
Atfalati Park
- Wednesday, August 25
Tualatin Library
- Saturday, August 28
Community Park
- Music, shave ice,
crafts, and more!



Recreation Partners

Tualatin Historical Society
Willowbrook Arts Camp
Skyhawks Sports Camp
YMCA of Columbia-Willamette
Alder Creek Kayak and Canoe
Tualatin City Youth Sports Leagues



Makerspace

We're excited to present our new cutting edge makerspace. Housing our STEAM (Science, Tech, Engineering, Art & Mathematics) programming & equipment.

COMING SOON LATE SPRING 2021



Community Psyche Grant

December-March, 2021

18 events serving 10,000+ people



Thank
you!

