



TUALATIN CITY COUNCIL MEETING

Monday, January 13, 2025

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, January 13. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

Work Session

- 1. 6:00 p.m. (10 min) – Council Committee Assignments** Attached is the committee assignments sheet that includes all local and regional committees that have a Tualatin Councilor assigned to them. Once assignments are finalized, staff will notify the committee of the Tualatin representative and an updated sheet will be distributed and available on the City's website.
- 2. 6:10 p.m. (10 min) – Recurring Proclamations for 2025.** The purpose of this agenda item is to seek City Council direction for pre-approved proclamations for the 2025 calendar year.
- 3. 6:20 p.m. (10 min) – Proclamation Requests.** Two proclamation requests have been received; one from Bloodworks Northwest requesting that January be proclaimed Blood Donor Month, and one from Hindu Swayamsevak Sangh, USA Inc. recognizing the Health for

Humanity Yogathon campaign. Both fall under the Tier 4 category and therefore require Council approval prior to being placed on an agenda.

4. **6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the January 13th City Council meeting and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. New Employee Introduction- Police Officer Eduardo Urias
2. New Employee Introduction- Urban Renewal/Economic Development Manager Sid Sin

Public Comment

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

Consent Agenda

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda.

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of December 9, 2024
2. Consideration of **Resolution No. 5827-25** Authorizing the City Manager to Execute an Intergovernmental Agreement with TriMet for Construction of a New Bus Shelter Pad on SW Sagert Street Near 68th Avenue
3. Consideration of **Resolution No. 5826-25** Authorizing the City Manager to Execute a Management and Operations Agreement with Willowbrook Arts Camp for Brown's Ferry Center
4. Consideration of **Resolution No. 5859-25** Authorizing the City Manager to Accept the Library Makers Grant from Califa Group

Special Reports

1. Outside Agency Grant Awardee- Family Justice Center of Washington County
2. Metro Housing Funding Update

General Business

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

1. Council President Election
2. Consideration of **Resolution No. 5858-25** Adopting the City of Tualatin's 2025 Federal Legislative Agenda
3. Consideration of Recommendations from the Council Committee on Advisory Appointments

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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

Council Committee Assignments

City Councilors serve on both city and local/regional committees. The below shows the committees to which council representatives are appointed, what issues they address, and the dates and times of the meetings.

COMMITTEE	ISSUES/MEETING TIME	CURRENT COUNCIL MEMBER	NEW COUNCILOR ASSIGNMENT
City Committees			
Architectural Review Board (ARB)	Building and Site Design <i>Wednesdays @ 6:30pm (as needed)</i>	Cyndy Hillier	
Arts Advisory Committee	Public Art <i>3rd Tuesday every month, 6:30p</i>	Bridget Brooks	
Core Area Parking District Board (CAPD)	Downtown Parking <i>Wednesday following 3rd Mon @ 12</i>	Maria Reyes	
Council Committee on Advisory Appointments (CCAA)	Interview and Recommend Advisory Committee/Board Members <i>1st Monday of month (as needed)</i>	Maria Reyes, Valerie Pratt, Christen Sacco	
Inclusion, Diversity, Equity, and Access Advisory Committee (IDEA)	Works towards and inclusive community <i>3rd Monday of every month, 6:00 p.m.</i>	Christen Sacco, Alt- Cyndy Hillier	
Science and Technology Scholarship Committee	<i>Screens and Awards Scholarships</i> <i>Meets on call (twice in spring)</i>	Cyndi Hillier, Christen Sacco	
Local and Regional Committees			
Clackamas County Coordinating Committee (C4)	Clackamas Co issues-transport/infrastructure <i>1st Thursday @ 6:45p</i>	Valerie Pratt, Alt- Christen Sacco	
C4 Metro Sub-Committee	Clackamas Co. coordination on JPACT and MPAC agenda items-cities in Metro boundary <i>3rd Wednesday @ 7:30a</i>	Valerie Pratt, Alt- Maria Reyes	
C4 Tolling Sub-Committee	Meeting of a selection of elected officials that are impacted by tolling 205 <i>Meet as needed</i>	Octavio Gonzalez	
Metropolitan Area Communications Commission (MACC)	Telecommunications and Cable Franchise Oversight <i>Quarterly-June, Sept, Nov/Dec, Mar/April @ 1:30</i>	Octavio Gonzalez	
Regional Water Providers Consortium	Regional Water Planning and Coordination <i>Quarterly – February, June, October, Wednesdays from 6:30 to 8:30</i>	Bridget Brooks	
Washington Co Consolidated Communications Agency (911)	Public Safety Communications; Regional Dispatch Oversight <i>Quarterly – 3rd Thursday @ 3p</i>	Cyndy Hillier	
Washington County Coordinating Committee (WCCC), Alternate Only	Washington County Transportation Issues <i>2nd Monday @ 12-2:00p</i>	Frank Bubuenk, Alt- Octovia Gonzalez	

Washington County Policy Advisory Board (<i>PAB</i>)	Community Development Block Grants <i>2nd Thursday @ 7p</i>	Bridget Brooks, Alt- Cyndy Hillier	
Westside Economic Alliance (<i>WEA</i>) , Alternate Only	Land Use, Westside Development, HBA <i>4th Wednesday @ 7:30a</i>	Frank Bubuenk, Alt- Maria Reyes	
Willamette River Water Coalition	Water Supply and Rights <i>Quarterly – February, June, October- Tuesdays from 5 to 7</i>	Christen Sacco	



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: January 13, 2025

SUBJECT:
2025 Proclamation Review and Approval

EXECUTIVE SUMMARY:

The purpose of this agenda item is to seek City Council direction for pre-approved proclamations for the 2025 calendar year. In November 2024, the City Council adopted a Policy for Proclamations and Agenda Item Additions that includes 4 tiers, or types of proclamations:

- Tier 1 proclamations include subject matters directly related to the City of Tualatin organization and City-sponsored programs. Tier 1 proclamations, by policy, do not need prior Council approval for inclusion on an agenda.
- Tier 2 proclamations are those from a branch of government or an organization that the City is funding. Tier 2 proclamations do not need prior Council approval for inclusion on an agenda.
- Tier 3 proclamations include requests from Community Partners. These proclamations require prior Council approval before being placed on an agenda.
- Tier 4 proclamations are all other proclamation requests and require prior Council approval before being placed on an agenda.

The following chart shows all of the proclamations that are known for the 2025 calendar year, along with their corresponding Tier (Tier 3 and 4 proclamations are highlighted).

Tier	Proclamation	Recognition Date	Proposed Adoption
1	Employee of the Year		2/10/2025
1	Arbor Month	4/2025	3/24/2025
2	Community Development Month	4/2025	3/24/2025
1	National Library Week	4/6-12/2025	3/24/2025
1	Volunteer Appreciation Week	4/19-25/2025	4/14/2025
1	National Police Week	5/11-17/2025	4/28/2025
1	Public Service Recognition Week	5/4-10/2025	4/28/2025
1	National Prevention Week	5/11-17/2025	4/28/2025
4	Gun Violence Awareness Month	6/2025	5/27/2025
4	Pride Month	6/2025	5/27/2025
4	Juneteenth	6/19/2025	6/9/2025
1	National Pollinator Week	6/23-29/2025	6/23/2025

Tier	Proclamation	Recognition Date	Proposed Adoption
1	National Preparedness Month	9/2025	8/25/2025
4	9/11 Remembrance Day	9/11/2025	9/8/2025
4	Hispanic Heritage Month	9/15-10/15/2025	9/8/2025
2	Domestic Violence Awareness Month	10/2025	9/22/2025
3	Red Ribbon Week	10/23-31/2025	10/14/2025
4	Native American Heritage Month	11/2025	10/27/2025
3	Small Business Saturday	11/29/2025	11/24/2025

The Tier 1 and Tier 2 proclamations are assumed to be approved, by policy and will be scheduled on the appropriate Council meeting date. The remainder of the proclamations, by policy, need to be requested in advance, or sponsored by a City Councilor and then placed on an agenda. However, all of the ones highlighted in the chart above have been approved for multiple years. Staff is recommending that the City Council review the highlighted Tier 3 and Tier 4 proclamations and determine whether to approve them in advance without requiring a request or sponsorship.

Attachment:

- Policy for Proclamations and Agenda Item Additions

Policy for Proclamations & Agenda Item Additions

Purpose:

1. Ensure proclamations and agenda items have majority Council support prior to being placed on the agenda
2. Ensure there is a process for community members and organizations who desire to have a proclamation read or to make a presentation
3. Ensure sufficient flexibility so that not every proclamation or agenda item addition needs Council approval
4. Ensure an atmosphere where proclamations are special and valued

Established Tiers:

1. *Subject matters having to do with the City of Tualatin organization, including programs sponsored by the City of Tualatin.* Example: Employee of the Year, Arbor Week, Volunteer Appreciation Week, National Library Week, National Parks & Recreation Month, Public Works Week.
 - **Tier One subjects do not need prior Council approval to be placed on the agenda**
2. *A branch of government or an organization that the City of Tualatin is funding.* Example: the County, TriMet, Metro, TVF&R, Clean Water Services, WCCCA, WCCLS, Community Action, Historical Society.
 - **Tier Two subjects do not need prior Council approval to be placed on the agenda**
3. *Community partners.* Example: Ride Connection, Metro West (ambulance service), Chamber of Commerce, City Boards & Committees
 - **Tier Three subjects must receive prior approval.**
4. *Other.* Example: Future Business Leaders of America Week, Human Rights Week, Ad Hoc Groups (Aging Task Force)
 - **Tier Four subjects must receive prior approval**

Process / Guidelines:

- No more than 3 proclamations should be on any one Council agenda.
- The City Manager always has the discretion to ask for Council approval before processing a proclamation or putting an item on the agenda.
- Requests for a proclamation or agenda item should be submitted four weeks prior to the requested Council meeting date.
- If a City Councilor is the sponsor of a Tier 3 or 4 subject, the Councilor should make the request under Council Communications at either a work session or a business meeting. Four affirmative votes are required in order to place an item on a future agenda.
- Requests can be made for Tier 3 or 4 subjects by:
 - Filling out the Application to Request a Proclamation
 - Appearing before the Council under Public Comments at a Council Business Meeting and requesting Council approval to agendaize the item
 - Getting a Council Sponsor to raise the item
- Tier 3 and 4 subjects are requested to submit a draft of their one-page proclamation along with their Application.

ATTACHMENT: Application to Request a Proclamation



CITY OF TUALATIN
APPLICATION TO REQUEST A PROCLAMATION
18880 SW MARTINAZZI AVE • TUALATIN, OR 97062
PHONE 503.691.3011

Requests for City Proclamations should be submitted four weeks prior to the requested Council Meeting date. The City Council meets the 2nd and 4th Monday of each month unless otherwise noted. For specific meeting dates, please visit the City of Tualatin website at www.tualatinoregon.gov.

Topic & Purpose of Proclamation:

Individual, Agency, or Organization Sponsoring the Proclamation:

Local Resident Attending Council Meeting to Receive Proclamation:

Name

Phone

Note: There is a limit of three proclamations per City Council meeting and selection is made in the order requests are received. Please indicate an alternative meeting date for the event the preferred date is unavailable. While the City does its best to recognize community needs, we retain the right to decide if the proclamation will be issued or not.

Preferred City Council Meeting Date Requested: _____

Alternate City Council Meeting Date: _____

Requested By: _____

Name

Phone

Address

Email

Please attach a draft copy of your one page proclamation to this application or check the box if the proclamation will be the same as the previous year. Wording will be the same as the previous year.

Return the completed form to: City of Tualatin, Attn: Deputy City Recorder, 18880 SW Martinazzi Ave, Tualatin OR, 97062 or via email to nmorris@tualatin.gov.

For Official Use Only:

Date Request Received _____

Approved _____ Not Approved _____ Applicant Notified _____

Date Proclaimed _____



CITY OF TUALATIN

APPLICATION TO REQUEST A PROCLAMATION
18880 SW MARTINAZZI AVE • TUALATIN, OR 97062
PHONE 503.691.3011

Requests for City Proclamations should be submitted four weeks prior to the requested Council Meeting date. The City Council meets the 2nd and 4th Monday of each month unless otherwise noted. For specific meeting dates, please visit the City of Tualatin website at www.tualatinoregon.gov.

Topic & Purpose of Proclamation:

Blood Donor Month - January 2025

Individual, Agency, or Organization Sponsoring the Proclamation:

Bloodworks Northwest

Local Resident Attending Council Meeting to Receive Proclamation:

Chris Harrison (Community Engagement Liaison - Bloodworks Northwest) 971-450-7272

Name

Phone

Note: There is a limit of two proclamations per City Council meeting and selection is made in the order requests are received. Please indicate an alternative meeting date for the event the preferred date is unavailable. While the City does its best to recognize citizen needs, we retain the right to decide if the proclamation will be issued or not.

Preferred City Council Meeting Date Requested: 1/27/25

Alternate City Council Meeting Date: N/A

Requested By: Chris Harrison

971-450-7272

Name

Phone

1800 NW 169th Pl. Suite B150 Beaverton, OR 97006

CHarrison@bloodworksnw.org

Address

Email

Please attach a draft copy of your one page proclamation to this application or check the box if the proclamation will be the same as the previous year. Wording will be the same as the previous year.

Return the completed form to: City of Tualatin, Attn: Deputy City Recorder, 18880 SW Martinazzi Ave, Tualatin OR, 97062 or via email to nmorris@ci.tualatin.or.us.

For Official Use Only:

Date Request Received _____

Approved _____ Not Approved _____ Applicant Notified _____

Date Proclaimed _____

City of Tualatin

Mayoral Proclamation

Proclamation Declaring January 2025 as Blood Donor Month

WHEREAS, regular blood donations are a critical resource for local hospitals and health systems to provide lifesaving care for their communities and only 3% of the eligible US population donates blood each year; and

WHEREAS, the month of January historically is a period of critical blood shortages. Blood centers like Bloodworks Northwest continue to face a decline in donor turnout during the holidays, with many donors falling ill during cold and flu season; and

WHEREAS, on December 31st, 1969, the president of the United States, Richard Nixon, signed a proclamation designating January as National Blood Donor Month. This observance is meant to honor voluntary blood donors and to encourage more people to give blood; and

WHEREAS, the mission of Bloodworks Northwest is saving lives through research, innovation, education, and excellence in blood, medical, and laboratory services in partnership with our community. As part of this mission, Bloodworks Northwest supplies 95 percent of the Pacific Northwest's blood; and

WHEREAS, the Legacy Meridian Park Medical Center has partnered with Bloodworks Northwest to provide pop-up blood donation opportunities where the community can give blood throughout the year to support local patients.

NOW, THEREFORE, I, Frank Bubenik, Tualatin Mayor, do hereby proclaim January 2025 as

"BLOOD DONOR MONTH"

and encourage all residents to give back by donating, volunteering, or giving blood. This lifesaving work is vital to a strengthening our community's resilience.

Dated this 27th day of January, 2025

Mayor Frank Bubenik



CITY OF TUALATIN
APPLICATION TO REQUEST A PROCLAMATION
18880 SW MARTINAZZI AVE • TUALATIN, OR 97062
PHONE 503.691.3011

Requests for City Proclamations should be submitted four weeks prior to the requested Council Meeting date. The City Council meets the 2nd and 4th Monday of each month unless otherwise noted. For specific meeting dates, please visit the City of Tualatin website at www.tualatinoregon.gov.

Topic & Purpose of Proclamation:

Topic: Recognizing the *Health for Humanity – Yogathon* (Surya Namaskar Yajna)

Purpose: To raise awareness about the health benefits of Yoga, encourage community participation in wellness activities, and promote inclusivity, civic engagement, and a healthier lifestyle among the residents of Tigard through the 17th annual *Health for Humanity – Yogathon* campaign.

Individual, Agency, or Organization Sponsoring the Proclamation:

Hindu Swayamsevak Sangh, USA Inc. (HSS) (<https://www.hssus.org/>)

Local Resident Attending Council Meeting to Receive Proclamation:

Amrut Bagdi 5102921923

Name Phone

Note: There is a limit of three proclamations per City Council meeting and selection is made in the order requests are received. Please indicate an alternative meeting date for the event the preferred date is unavailable. While the City does its best to recognize community needs, we retain the right to decide if the proclamation will be issued or not.

Preferred City Council Meeting Date Requested: 27 January, 2025

Alternate City Council Meeting Date: 13 January, 2025

Requested By: Amrut Bagdi 5102921923

Name Phone

2655 NE Overlook Dr., Apt 1236, Hillsboro, OR - 97124 amrutbagdi18@gmail.com

Address Email

Please attach a draft copy of your one page proclamation to this application or check the box if the proclamation will be the same as the previous year. Wording will be the same as the previous year.

Return the completed form to: City of Tualatin, Attn: Deputy City Recorder, 18880 SW Martinazzi Ave, Tualatin OR, 97062 or via email to nmorris@tualatin.gov.

For Official Use Only:

Date Request Received _____

Approved _____ Not Approved _____ Applicant Notified _____

Date Proclaimed _____

Proclamation

In Recognition of the Health for Humanity Yogathon
Organized by Hindu Swayamsevak Sangh USA
[January 29, 2025]

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical well-being;

WHEREAS, SURYA NAMASKARA, or Sun Salutation, is a traditional yogic practice combining a sequence of postures with breathing exercises;

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 233 branches in 169 cities and in 32 states including Oregon, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other Sewa (“Service”) activities in several cities;

WHEREAS, HSS is organizing its annual Health for Humanity Yogathon with the goal of having over 10000 individual participants practice Surya Namaskar to promote the spiritual, mental, and physical well-being of all members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon.

NOW, THEREFORE, I, Tina Kotek, Governor of the State of Oregon, hereby proclaim 2nd February, 2025 HSS for organizing its annual Health for Humanity Yogathon to promote the spiritual, mental, and physical well-being of all members of the community, and encourage the citizens to participate in this health awareness activity.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: January 13, 2025

SUBJECT:
Consideration of Approval of the Work Session and Regular Meeting Minutes of December 9, 2024

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

ATTACHMENTS:

- City Council Work Session Meeting Minutes of December 9, 2024
- City Council Regular Meeting Minutes of December 9, 2024



TUALATIN CITY COUNCIL

OFFICIAL MEETING MINUTES
FOR DECEMBER 09, 2024

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

Call to Order

Mayor Bubenik called the meeting to order at 7:07 p.m.

Pledge of Allegiance

Public Comment

None.

Consent Agenda

Motion to adopt the consent agenda made by Council President Pratt, Seconded by Councilor Sacco. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of November 25, 2024
2. Consideration of **Resolution No. 5821-24** Authorizing the City Manager to Apply for and Accept Community Development Block Grant Funds to Complete Facilities Enhancements at the Juanita Pohl Center
3. Consideration of **Resolution No. 5822-24** authorizing the City Manager to Accept the 2025 Ready to Read Grant from the State Library of Oregon
4. Consideration of **Resolution No. 5825-24** Accepting the System Development Charge Annual Reports for Fiscal Year 2023-24
5. Consideration of **Resolution No. 5827-24** Canvassing Results of the General Election Held in the City of Tualatin, Washington and Clackamas counties, Oregon on November 5, 2024

Special Reports

1. Inclusion, Diversity, Equity, and Access (IDEA) Advisory Committee Annual Report

The Inclusion, Diversity, Equity, and Access (IDEA) Committee co-chairs BJ Park and Chris Paul presented their annual report to the Council. Chair Paul highlighted that the committee held its first meeting in December 2023 and outlined its roles, including advising the Council, measuring

progress, identifying and reducing barriers to public participation, empowering community involvement, and making recommendations on IDEA-related issues. He reviewed the committee's 2024 accomplishments, which included establishing their mission, vision, and agreements, as well as bringing three proclamations to the Council. He also shared the committee's 2025 action plan, which will focus on topics such as food carts, a native land acknowledgment, and other emerging issues that reflect community diversity.

Co-chair Park emphasized the civil and respectful tone maintained during the committee's discussions, even when addressing potentially sensitive or controversial topics. He expressed a commitment to ensuring the committee remains inclusive, fostering an environment that avoids divisive rhetoric or the demonization of any groups. Chair Park highlighted the importance of creating a space where all voices are heard and valued, aligning with the committee's mission of promoting belonging and equity within the community.

Councilors expressed their appreciation for the committee's work and outreach efforts.

Councilor Brooks asked what had been most inspiring during the past year and what the committee hoped to achieve in the future. Chair Paul noted that the first year was focused on building the committee's framework and expressed excitement about working on projects that showcase and celebrate the community's diversity in the coming year.

Councilor Gonzales acknowledged the encouraging nature and focus of the committee and advised them to engage with additional community groups like the Chamber of Commerce and CIOs.

2. Outside Agency Grant Awardee- The Foundation for Tigard Tualatin Schools

The Foundation for Tigard-Tualatin Schools Board President Kate Manelis and Executive Director Margie Greene presented an overview of their organization and its contributions to the community. President Manelis explained that the foundation partners with all 17 schools in the Tigard-Tualatin School District (TTSD) to provide funding for educational opportunities not covered by the state budget. Director Greene detailed the foundation's programs, including school grants, Art in the Burbs grants, post-secondary scholarships, innovative teaching grants, IB travel grants, and Packed with Pride.

President Manelis outlined the foundation's funding sources, which include private donations, an annual fund drive, a gala, golf tournaments, community programs, company matches, and grants. Director Greene shared that since 2006, the foundation has awarded over \$602,000 in grants to Tualatin schools and provided examples of specific support for local schools.

Councilor Brooks asked if the AmeriCorps position at the high school, which had a high success rate, could be reinstated. Director Greene explained that funding for such a program would be at the discretion of the school principal.

Councilor Hillier inquired about the foundation's volunteer base and hours of service. President Manelis responded that they currently have seven board members.

Councilor Reyes expressed her appreciation for the foundation's support of after-school programs.

Public Hearings - Quasi-Judicial

1. Consideration of Ordinance No. 1496-24, a Plan Map Amendment (PMA) to rezone an 8.3-acre site located at 23370 SW Boones Ferry Road from Institutional (IN) to the Medium Low Density Residential (RML) Planning District.

Mayor Bubenik opened the hearing in accordance with state law.

STAFF PRESENTATION

Assistant Community Development Director and Assistant Planner Madeline Nelson presented the Norwood Project, Plan Map Amendment (PMA) 24-004, to rezone an 8.3-acre property located at 23370 SW Boones Ferry Road from Institutional (IN) to Medium Low Density Residential (RML). Planner Nelson explained that the request was submitted by Westlake Consultants, Inc., on behalf of Norwood Horizon Holdings and property owner Horizon Community Church.

Planner Nelson provided an overview of the proposal, noting that the rezoning would allow for the development of townhomes and cottage clusters—housing types identified in the Housing Needs Analysis as community needs. The applicant stated that the amendment would address moderate-income housing needs outlined in the Housing Production Strategy and facilitate efficient site design, resulting in diverse housing options for households across various income levels.

Planner Nelson highlighted that the amendment conforms to the Tualatin Community Plan and aligns with Oregon Statewide Planning Goals and Administrative Rules. She emphasized that the proposal takes into account land development trends, health and safety considerations, and natural resources.

The Planning Commission unanimously recommended approval of the PMA. Planning Commission Chair Bill Beers shared that the commission had all their questions answered by the applicant and supported the proposed amendment.

APPLICANT PRESENTATION

Westly Engineers Director of Land Use Planning, Ken Sandblast, presented testimony on behalf of the applicant, detailing extensive community engagement over the past year. He stated they have met monthly with residents to address questions and concerns related to the project.

Property Developer Ken Allen introduced the proposal, providing a map of the project site and outlining his sustainable development approach. He emphasized collaboration with the community, noting six hosted meetings where they gathered valuable input from neighbors and stakeholders. Developer Allen highlighted plans to preserve the existing tree grove on the site.

Arborist Todd Prager supported the development's approach to tree preservation, specifically recommending the preservation of the grove along Norwood Road.

Architect Anna Thompson outlined planned community amenities, including active play areas, BBQ and picnic areas, walking trails, and community gardens. She described the pedestrian-friendly design featuring common green spaces and landscaped open areas. Architect Thompson stated the development would consist of small-lot residential units and presented architectural

examples representative of the planned community. She shared a site concept plan, emphasizing the goal of creating a multigenerational living community.

Director Sandblast explained the request to rezone the 8.3-acre property at 23370 SW Boones Ferry Road from Institutional (IN) to Medium Low Density Residential (RML). He shared findings from a transportation analysis, noting that under reasonable worst-case development scenarios, the proposed zoning would generate fewer trips during peak hours and average weekdays compared to the existing zoning. He stated that the city's transportation system can accommodate the proposed zone change and confirmed that the applicable Transportation Planning Rule (TPR) criteria are met. He also noted that a separate traffic study would be conducted at the time of the development application.

The applicant respectfully requested approval of the proposal.

PUBLIC COMMENT

Beth Yaucey, a board member of Horizon Community Church, expressed support for the application, emphasizing the need for diverse housing options in the area.

Stan Russell, Lead Pastor of Horizon Community Church, also spoke in favor of the proposal. He commended the developer for actively listening to community feedback and incorporating their input into the project, stating that the church supports the application.

COUNCIL QUESTIONS

Councilor Gonzalez inquired about the plans for resource conservation on the site. He also emphasized the importance of ensuring that the right trees are planted in the community to avoid negative long-term impacts.

Councilor Brooks expressed gratitude to the applicant for engaging with and listening to the community. She asked if the proposed zoning change would impact the designation of Boones Ferry Road. Applicant Traffic Engineer Jennifer Danzinger confirmed that the road is currently classified as an arterial and will maintain that designation.

Councilor Brooks also highlighted the importance of tree preservation, referencing prior challenges with trees during developments and noting strong community interest in protecting existing tree groves. The applicant team reaffirmed their commitment to preserving as many trees as possible, explaining that they would adhere to city and county regulations and employ careful design to avoid damaging tree roots.

Councilor Sacco thanked the developer for their thoughtful approach, particularly regarding tree preservation. She also expressed appreciation to the community for their involvement and to the Planning Commission for their thorough review of the request.

Councilor Hillier inquired about how the preservation of the tree grove depends on the council and staff's efforts to establish and enforce conditions of approval. Developer Allen emphasized that ensuring tree preservation will require collaboration and commitment from staff to implement the necessary code and conditions effectively.

Councilor Hillier expressed concerns about future development plans on the horizon and the potential transportation impacts. She asked when the traffic studies were completed. Traffic Engineer Danzinger clarified that in this case, they did not use trip counts but instead utilized other methodologies for traffic analysis.

Councilor Reyes expressed her appreciation to the applicant for engaging with the community and addressing their concerns.

Council President Pratt inquired about the traffic study, specifically regarding trip counts and peak hours. Applicant Traffic Engineer Jennifer Danzinger detailed the methodology used to conduct the study, explaining how trip counts were measured and compared to the Transportation System Plan.

Council President Pratt also asked if there were any assurances regarding the commitments made during the meeting. Developer Allen responded by emphasizing their authenticity and dedication to building trust with the community, reaffirming their intention to follow through on their plans.

Council President Pratt highlighted the importance of considering the needs of the aging population during development, noting it will likely be the most needed type of housing in the future. Developer Allen acknowledged this and stated they are still exploring various development scenarios.

Council President Pratt inquired if the Planning Commission had considered the possibility of the land being used for a future community center. Chair Beers confirmed that this concern was discussed and weighed against the pressing need for housing.

Mayor Bubenik asked if the utilities for the development would be placed underground. Developer Allen responded that they plan to work with Portland General Electric (PGE) to determine the placement of underground utilities, ensuring that the design prioritizes the protection of the tree grove.

Mayor Bubenik asked about the traffic analysis and how it was applied to the proposed zoning options, as well as the projected traffic for the area. Chair Bill Beers responded, explaining that the planning commission had reviewed the traffic analysis thoroughly, considering both the existing and proposed zoning impacts. He noted that the analysis indicated that the proposed zoning would generate fewer trips compared to the existing zoning, which could accommodate the projected growth without significant issues to the surrounding transportation infrastructure.

Mayor Bubenik closed the hearing.

COUNCIL DELIBERATIONS

Council President Pratt expressed concerns regarding the preservation of the tree grove and the potential increase in traffic in the area. She posed the question of whether the Council should prioritize housing development over other considerations.

Councilor Brooks emphasized the importance of advocating for stronger tree protection measures from the county.

Councilor Reyes stated that she appreciates the compromises made, the transparency of the process, and the engagement with local residents. She expressed her support for moving the zoning change forward.

Councilor Gonzalez acknowledged the trees' maturity and emphasized the importance of preserving them where possible. However, he noted that it might also be time to replant and renew the area. He voiced his support for the proposal, citing the need for increased housing availability.

Councilor Sacco expressed her belief that the proposal aligns with the best interests of the community. She commended the developer as a strong partner in the process and supported moving the project forward.

Mayor Bubenik expressed support for the rezoning proposal, acknowledging that this marks just the initial step in the development process.

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

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

MOTION PASSED

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

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

MOTION PASSED

Motion to adopt Ordinance No. 1496-24 a Plan Map Amendment (PMA) to rezone an 8.3-acre site located at 23370 SW Boones Ferry Road from Institutional (IN) to the Medium Low Density Residential (RML) Planning District made by Council President Pratt, Seconded by Councilor Brooks.

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

MOTION PASSED

General Business

1. Consideration of **Ordinance No. 1497-24** Relating to Public Contracts; Increasing Certain Procurement Thresholds; and Amending TMC Chapter 12

City Attorney Kevin McConnell and Contracts and Procurement Analyst Richard Contreras presented an ordinance proposing updates to public contract thresholds. Analyst Contreras reviewed the city's current purchasing thresholds, which were last updated in 2009, and outlined the three procurement methods:

1. Direct Appointment: For purchases up to \$5,000
2. Intermediate Procurement: For purchases between \$5,001 and \$150,000

3. Formal Procurement: For purchases exceeding \$150,000

He explained that the city manager's contract authority is currently capped at \$150,000. Analyst Contreras then highlighted the proposed changes:

- Increasing Direct Appointment thresholds to \$25,000 and under
- Adjusting Intermediate Procurement thresholds to \$25,001-\$250,000
- Raising the Formal Procurement threshold to over \$250,000
- Expanding the city manager's contract authority to \$250,000

He emphasized that these changes would align the city's thresholds with current state contracting rules and account for inflation since the last update. Additionally, he referenced discussions from a previous work session regarding the professional services qualified pool.

Councilor Brooks asked for clarification on the types of contracts that would qualify for formal procurement under the proposed changes. Analyst Contreras explained that formal procurement applies to ordinary goods and services, citing the street sweeping contract as an example.

Councilor Brooks expressed concerns about ensuring transparency in the procurement process, particularly as thresholds are increased.

Council President Pratt voiced her initial concerns about potential transparency issues with the proposed changes but expressed confidence in the city's financial and procurement procedures. She requested mechanisms for the council to receive updates on major contract changes or hires, believing this information is essential for maintaining continuous community engagement.

Councilor Sacco acknowledged the efficiency benefits the changes could bring and emphasized the importance of trusting city staff to implement the policies effectively.

Mayor Bubenik shared his perspective on the proposed updates, emphasizing the council's role in setting policy while trusting staff to implement those policies efficiently.

Councilor Gonzalez supported the changes, appreciating the potential for increased efficiency and fewer agenda items, while emphasizing his trust in the current processes and staff's ability to maintain accountability.

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

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

MOTION PASSED

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

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

MOTION PASSED

Motion to adopt Ordinance No. 1497-24 relating to public contracts; increasing certain procurement thresholds; and amending TMC Chapter 12 made by Council President Pratt, Seconded by Councilor Sacco.

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

MOTION PASSED

2. Consideration of **Resolution No. 5823-24** Adopting the Updated City of Tualatin Financial Policies Manual

Finance Director Don Hudson presented the updated financial policies manual, highlighting the various areas it covers, such as revenue, operating budget, expenditures, capital improvement plans, investments, contingency and reserves, capital asset management, auditing, financial reporting, and debt. He stated a key change in the update was increasing the threshold for capitalizing assets from \$5,000 to \$10,000 to align with Government Finance Officers Association standards. Director Hudson stated that these policies form a strategic, long-term approach to financial management, aiming to maintain a stable and positive financial position for the city while safeguarding financial integrity.

Director Hudson outlined seven key goals of the policies, including enhancing the city's credit rating, providing stability during economic downturns, adapting to changes in services, and responding to shifts affecting residents and businesses. He stated the policies were reviewed to reflect current best practices and ensure financial operations remain effective and transparent. Director Hudson also noted recent updates to the contingency and reserve policy (adopted in August 2023) and the investment policy (reviewed and adopted annually, with the most recent adoption in October 2024). He stated those changes will be incorporated into the updated financial policies manual.

Motion to adopt Resolution No. 5823-24 adopting the updated City of Tualatin financial policies manual made by Council President Pratt, Seconded by Councilor Brooks.

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

MOTION PASSED

Council Communications

Councilor Sacco stated she attended the Council Committee on Advisory Appointments meeting and the Leadership Bootcamp for Newly Elected Officials.

Councilor Reyes stated she attended the Council Committee on Advisory Appointments meeting.

Councilor Brooks stated she attended the Chamber Breakfast and met with Metro Councilor Rosenthal.

Council President Pratt stated she attended the Council Committee on Advisory Appointments meeting, the Leadership Bootcamp for Newly Elected Officials, the R1 ACT meeting, and the Holiday Lights Parade.

Mayor Bubenik stated he attended the Metro Supportive Housing Services meeting and he provided an update of the funding proposal.

Adjournment

Mayor Bubenik adjourned the meeting at 10:34 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer
Abby McFetridge, Engineering Associate

DATE: January 13, 2025

SUBJECT:

Consideration of Resolution 5827-25 authorizing the City Manager to execute an Intergovernmental Agreement with TriMet for construction of a new bus shelter pad on SW Sagert Street near 68th Avenue.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to sign the IGA (attached as Exhibit 1 to Resolution 5827-25).

EXECUTIVE SUMMARY:

The attached resolution authorizes the City Manager to execute an IGA with TriMet, which outlines the City's obligations and TriMet's obligations pertaining to the planning and construction of an ADA accessible concrete bus shelter pad at SW Sagert Street & SW 68th Avenue. Under terms of the IGA, TriMet would have one of their on-call contractors construct a concrete pad and retaining wall behind the pad at the bus stop on the north side of Sagert Street west of 68th Avenue. Tualatin would reimburse TriMet for the cost of this work, estimated to be \$16,000. When the pad has been constructed and concrete has cured, TriMet will install a bus shelter on the pad.

Upon completion of the project, the City will assume ownership and maintenance of the concrete bus shelter pad. TriMet will assume ownership and maintenance responsibility for the shelter.

FINANCIAL IMPLICATIONS:

The total cost for the project is estimated at \$16,000, which is available in the Road Operating Fund. In the future, the City will be responsible for ownership and maintenance of the concrete shelter pad and adjacent sidewalk. TriMet will be responsible for maintaining the bus shelter.

ATTACHMENTS:

- Resolution 5827-25

RESOLUTION NO. 5827-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON FOR CONSTRUCTION OF A CONCRETE BUS SHELTER PAD ALONG SAGERT STREET NEAR 68TH AVENUE.

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

WHEREAS, the Tri-County Metropolitan Transit District of Oregon (TriMet) is a mass transit district of the State of Oregon;

WHEREAS, ORS 190.010 authorizes the City and TriMet to enter into an intergovernmental agreement;

WHEREAS, The City desires to have TriMet construct a concrete pad for a bus shelter along Sagert Street near 68th Avenue in Tualatin.; and

WHEREAS, Upon completion of the project the City will reimburse TriMet for the cost of construction estimated to be \$16,000; and

WHEREAS, Upon completion of the project TriMet will install and maintain a shelter on the concrete pad for people waiting at this bus stop;

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement with TriMet outlining TriMet’s and the City’s obligations pertaining to the construction of a new bus shelter pad on SW Sagert Street.

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

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 13th day of January, 2025.

CITY OF TUALATIN, OREGON

ATTEST:

BY _____
Mayor

BY _____
City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TRIMET AND THE CITY OF TUALATIN
FOR COST SHARE OBLIGATIONS FOR SW SAGERT & 68TH
SHELTER PAD CONSTRUCTION COSTS**

TriMet Contract No.

THIS AGREEMENT is made this ____ day of ___, 2024, by and between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district of the state of Oregon, hereinafter referred to as "TriMet", and THE CITY OF TUALATIN, a municipal corporation of the state of Oregon, hereinafter referred to as "The City".

RECITALS

1. TriMet utilizes the public Right of Way on SW Sagert Street, for bus service.
2. This IGA is a mechanism to administer the Sagert Street west of 68th Ave Bus Pad Installation Project ("Project") set out in Exhibit A of this agreement. The Project includes planning, construction and installation of an ADA accessible shelter pad at SW Sagert Street and 68th Street, Stop ID 82818.
3. The total cost for the Project is estimated not to exceed \$16,000. TriMet's total contribution shall not exceed \$0. The City shall be responsible for any for any and all project-related costs.
4. The Parties desire to work together and to complete the Project.
5. The Parties are authorized to enter into this Agreement pursuant to the provisions of ORS Chapter 190.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. SCOPE OF WORK; REIMBURSEMENT.

1. TriMet shall procure a contractor or subcontractor to install a new concrete ADA

accessible shelter pad that will be 6'x18' with retaining walls in the public right of way. The work is scheduled to be completed no later than June 30, 2025. TriMet shall keep the City fully apprised of the work schedule.

2. As part of the Project, TriMet will also install and maintain a bus stop shelter at the stop boarding area.
3. The City shall reimburse TriMet for the cost of the construction and installation of the shelter pad and bus stop improvements in the amount of not more than \$16,000. The City shall be responsible for any for any and all project-related costs in excess of \$16,000. Furthermore, the City shall be responsible for any maintenance costs as specified under paragraph II.A.2 of this agreement.
4. TriMet shall invoice the City upon completion of concrete shelter pad and stop improvements.
5. Invoices shall be sent to the following address: City of Tualatin, Attn: Accounts Payable, 18880 SW Martinazzi Avenue. Tualatin, OR 97062
6. The City shall reimburse TriMet for invoiced project costs within thirty days of receipt of invoice or execution of this agreement, whichever occurs last.

II. PARTY RESPONSIBILITIES

A. City of Tualatin Responsibilities:

1. The City shall designate appropriate staff to carry out the City's responsibilities.
2. The City shall be responsible for the ownership and maintenance of sidewalks and roadways, including the shelter pad, constructed along SW Sagert Street and SW 68th Street, Stop ID 82818.
3. The City shall be responsible for funding of the project up to the amount of \$16,000. TriMet will invoice the City for the completed projects and the City pay such invoice within 30 days of receipt or within 30 days of execution of this agreement, whichever occurs last.

B. TriMet Responsibilities:

1. TriMet shall designate appropriate staff to carry out TriMet's responsibilities.
2. TriMet shall plan, construct and install an ADA accessible shelter pad at SW Sagert and SW68th Street.

3. Upon completion and curing time of the new pad, TriMet will install and maintain a bus shelter.
4. TriMet will submit required invoices and documentation supporting invoiced costs to the City for review.
5. TriMet shall designate appropriate staff to carry out TriMet's responsibilities.

III. GENERAL PROVISIONS

1. Each party has designated a project manager as its formal representative for purposes of this Project:

Michelle Wyffels, TriMet
101 SW Main Street, Suite 700
Portland, OR 97204
Phone: 503.962.2180
Email: wyffelsm@trimet.org

Mike McCarthy
18880 SW Martinazzi Avenue
Tualatin, OR 97062
Phone: 503.691.3674
Email: mmccarthy@tualatin.gov

The Project Managers are authorized to approve work and billings, to give notices, to execute amendments to this Agreement, to terminate this Agreement and to carry out any other act referred to herein.

Either party may designate a different project manager by giving written notification to the other party as provided in this paragraph.

The City shall adopt an ordinance authorizing its officials to enter into and execute this Agreement.

2. **Relationship of the Parties.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be an employee, agent or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.
4. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. If a Party is not in compliance with any law, regulation, executive order or ordinance, it shall

take immediate steps to gain compliance.

5. **Insurance Requirements.** TriMet is self-insured. The City is insured through City-County Insurance Services. Both parties agree TriMet shall not be required to purchase the insurance described below unless it is no longer self-insured. The City's insurance coverage is equal or greater to the coverage described in Paragraphs 5.1 and 5.2. Any purchased insurance shall meet the following requirements.

- 5.1 **Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage.** This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement; and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate per occurrence limit shall not be less than \$2,000,000, or the equivalent, when applicable. The liability coverage required for performance of the Agreement shall include both TriMet and The City as additional insureds, to the extent allowed by law. The party obtaining such insurance shall furnish the other party with a Certificate of Insurance for the limits set out above, which is to be in force and applicable to the Work. The insurance coverage shall not be amended, altered, modified, or canceled without at least thirty (30) days prior written notice to TriMet or The City, as applicable.

- 5.2 **Worker's Compensation.** TriMet and The City, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Each party shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, Workers Compensation, unemployment taxes, and state and federal withholdings.

6. **Indemnification.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall hold harmless, indemnify and defend the other and its officers, directors, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

7. **Effective and Termination Dates.** This Agreement shall be effective upon date all required signatures are obtained and shall terminate upon completion of reimbursement for Project by TriMet.

7.1 Early Termination of Agreement.

- 7.1.1 The City and TriMet, by mutual written agreement, may terminate this Agreement at any time.

Either the City or TriMet may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty days of the notice, then the party

Exhibit 1, Resolution No. 5827-25

giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. **Remedies.** The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.
9. **Oregon Law, Dispute Resolution and Forum.** This Agreement shall be construed according to the laws of the State of Oregon. TriMet and the City shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the City and TriMet arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah City Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
10. **Assignment.** Neither TriMet nor the City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
11. **Severability/Survivability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.
12. **Interpretation of Agreement** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
13. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.
14. **Inspection of Records.** Each of the parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other party as it deems necessary for review of the other party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting party.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

**Tri-County Metropolitan
Transportation District of Oregon**

By _____
John Weston
Executive Director, Maintenance
Operations

Date _____

By _____
Nancy Young - Oliver
Chief Financial Officer

Date _____

**Approved as to Legal Sufficiency
for TriMet**

By _____
Sam Whalen
Deputy General Counsel

Date _____

The City of Tualatin

By _____

Date _____

By _____

**Approved as to Legal Sufficiency
for the City of Tualatin**

By _____

Date _____

City of Tualatin Attorney

Date _____

Exhibit A
TriMet /City of Tualatin Funding Agreement
FY 2024 Dekum Court Bus Pad Installation Reimbursement

Project	Tualatin Funds
Construction, and installation of 6'x18' ADA accessible shelter pad with retaining walls at SW Sagert and SW 68 th .	\$16,000
Total	<u>\$16,000</u>

Per the Inter-Governmental Agreement, TriMet will submit an invoice for all contracted services to the City.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Megan George, Deputy City Manager
Julie Ludemann, Recreation Manager

DATE: January 13, 2025

SUBJECT:

Consideration of Resolution No. 5826-25 Authorizing the City Manager to Execute a Management and Operations Agreement with Willowbrook Arts Camp for Brown's Ferry Center.

RECOMMENDATION:

Staff recommends that the Council approve Resolution No. 5826-25 authorizing a Management and Operations Agreement with Willowbrook Arts Camp for Brown's Ferry Center located at 5485 SW Nyberg Lane.

EXECUTIVE SUMMARY:

The City has leased the Brown's Ferry Center to Willowbrook Arts Camp since 2017 and now both parties wish to build on their successful relationship to continue to provide public benefits to the Tualatin Community.

The City owns the building and does not have current financial resources at this time to use it for parks and recreation programming, nor for other City purposes.

The City has the ability to discourage vandalism to the building by having it regularly occupied and the City can reduce operating costs by shifting some of the routine costs of operating the building to Willowbrook Arts Camp.

FINANCIAL IMPLICATIONS:

The Management and Operations Agreement is expected to save City funds on a short-term basis. The City will avoid the routine building operating and potential vandalism costs, and receive public benefits shown in Appendix A of the Agreement. The building structures and land are in good condition, although the City may have costs if major system issues occur.

ATTACHMENTS:

Resolution No. 5826-25
Maintenance and Operations Agreement

RESOLUTION NO. 5826-25

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TUALATIN AND WILLOWBROOK ARTS CAMP FOR MANAGEMENT AND OPERATIONS OF BROWN'S FERRY CENTER

WHEREAS, the City has leased the Brown's Ferry Center to Willowbrook Arts Camp since 2017 and now both parties wish to build on their successful relationship to provide additional public benefits to the Tualatin community; and

WHEREAS, the City owns the building and does not have current financial resources at this time to use it for other City purposes; and

WHEREAS, the City has the ability to receive public benefits to maintain, secure and enhance safety to the property and building structures through a Management and Operations Agreement;

WHEREAS, the City can reduce operating costs, discourage vandalism and shift some of the routine operating costs of the premises; and

WHEREAS, Willowbrook Arts Camp has the organizational capacity to provide certain public benefits to the Tualatin Community in exchange for the right to use the facility for administrative purposes, which in part, support the provision of public benefits to the Tualatin community; and

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 a Management and Operations Agreement for Brown's Ferry Center located at 5485 SW Nyberg Lane, Tualatin OR 97062.

Section 2. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13th day of January, 2025.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**CITY OF TUALATIN
MANAGEMENT AND OPERATIONS AGREEMENT
for Browns Ferry Community Center
(5485 SW Nyberg Lane, Tualatin OR 97062)**

This Management and Operations Agreement (“Agreement”) is between the City of Tualatin (“City”) and Willowbrook Arts Camp, a non-profit corporation (“Willowbrook”), (“Provider”) for the facility of “Browns Ferry Community Center, located at 5485 SW Nyberg Lane, Tualatin, Oregon 97062” (“Premises”), for the purposes of community education and involvement, and security and safety of the Premises.

Provider will occupy the upstairs office space, as-is, at the Premises, having a building space of approximately 713 square feet. No other use or storage in the building will be permitted, except for meeting or activity space downstairs to be arranged on an as-needed basis. Willowbrook has the non-exclusive right to use the parking areas for up to three (3) parking spaces. No building changes/additions or change in Premise’s current use will be permitted, unless approved in writing from the City’s Parks and Recreation Director or designee.

Section 1. Purpose. The purpose of this Agreement is to set out the terms and conditions Provider agrees to in order to maintain the condition and useful value of the Premises consistent with the terms of City of Tualatin Charter, Ordinances, and parks and recreation policies.

Section 2. Use of Property; Agreement Term. In consideration of the promises and covenants contained herein the receipt and sufficiency of which are hereby acknowledged by the Parties, the City allows Provider to use and occupy Premises for the purposes outlined in this Agreement from the date beginning January 13, 2025 (Commencement Date) and ending January 13, 2026. This Agreement will automatically extend for one year if not terminated by either party with at least 90 days written notice.

Section 3. Caretaker, Maintenance, Security and Safety Responsibilities.

- A. Care & Maintenance.** Provider must operate and use the Premises as it is currently being used and to maintain the Premises’ condition and value to serve Tualatin residents and employees. Provider shall perform the obligations listed in Appendix A which is incorporated by reference herein.
- B. Performance Standards.** The specific performance standards applicable for each obligation listed in Appendix A, such as program coordination, City event participation, and participation in a restoration event outlined in Appendix A. City and Provider may meet as needed to discuss the terms of this Agreement and may modify performance standards to meet City goals.
- C. Access to Tualatin Residents.** Provider will not allow access to community members or the general public without prior notice to the City.

Section 4. Management of Property.

- A. Provider to Manage.** Provider will occupy the Premises for office purposes, consistent with the policies and procedures of the City of Tualatin and as set forth in Appendix A. Provider shall not use nor allow the Premises to be used in any manner inconsistent with City of Tualatin Park Rules or permit anything to be done upon or about the Premises that creates a nuisance.
- B. Compliance with Laws.** Provider must comply with and faithfully observe in the use and occupation of the Premises all rules, laws, regulations, requirements, and codes of the city, county, state, federal, and other applicable governmental authorities.

Section 5. Acceptance of Current Conditions; Modifications to the Premises.

- A. Acceptance.** Provider acknowledges the condition of the Premises as it currently exists. City, its officers, employees, or agents have made no representations or warranties as to the condition of the Premises except as otherwise provided in this Agreement.
- B. Modifications.** Provider may not modify the Premises without the prior express written consent of City which consent is in the City's sole and absolute discretion. Any such approved modification will be made at Provider's sole expense and becomes the property of the City. If Provider makes any alterations, decorations, additions or improvements to the Premises, Provider must promptly pay all service providers who have furnished labor or materials. Provider agrees to protect, defend, indemnify, and hold harmless City and the Premises from any liens or claims. Should such a lien be filed, Provider must bond against or discharge the lien within ten (10) business days after the lien is filed or attached.

Section 6. Nondiscrimination. Provider acknowledges it will not discriminate against any person, group, or employee due to race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, ancestry, or any other protected class acknowledged under State and Federal law, in the performance of its duties under this Agreement.

Section 7. Insurance.

- A. Personal Property.** Provider shall bear the expense of any insurance maintained by Provider insuring the personal property of Provider on the Premises against risk of theft or damage.
- B. Liability Insurance.** Provider shall procure and maintain during the term of the Agreement public liability, property damage, and renter's insurance with a responsible company with limits of not less than \$1,000,000.00 for injury to one person and \$2,000,000.00 for injury to two or more persons in one occurrence, which insurance shall name the City, its elected officials, officers, employees, agents and insurers as additional named insureds. Provider shall deliver to City a certificate and endorsement of such insurance describing such coverage.

Section 8. Hazardous Materials; Dangerous Conditions; Notification of Dangers.

- A. Hazardous Materials.** Provider must not bring, keep, or use any Hazardous Materials in or about the Premises without the prior written consent of City, which consent is in the City's sole and absolute discretion. As used in this Agreement, "Hazardous Material" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49CFR§172.101), or by the United States Environmental Protection Agency as hazardous substances (40CFR pt 302) petroleum products or other such substances, materials and wastes that are or become regulated under applicable local, state or federal law.
- B. Dangerous Conditions.** Provider must not create any dangerous conditions at the Premises, including but not limited to any fire danger, nuisance, or other violation of law.
- C. Notification of Dangers.** Provider must promptly notify City of any dangers to person or property, or any dangerous conditions, that exist on the Premises, which are either known or discovered by Provider. Provider must inform its visitors, guests and service providers of any known or discovered dangers, or any dangerous conditions, that are present at the Premises, until such time as the condition is remedied.

Section 9. Nonassignment. Provider may not assign this Agreement in whole or in part, without the prior written consent of City which consent is in the City's sole and absolute discretion.

Section 10. Signs. No permanent or lawn signs are permitted on the Premises.

Section 11. Maintenance of Facility and Common Areas. City will repair and maintain the structural portions of the Facility, including the roof, lighting, heating, air conditioning, plumbing, water, sewage, gas and electrical systems, fixtures and equipment in good condition and repair. If a defect, malfunction, or damage results from the Provider's act or omission, City is not responsible for such repair and may charge to and collect the cost of such repair from Provider.

- A. Areas.** City will maintain the common areas of the Facility consisting of sidewalks and pathways, landscaping, service areas, the driveway and parking lot.
- B. Utility Costs.** Provider will obtain and pay the pro-rated cost of electric, sanitary and storm, sewer, road maintenance, and water utilities; solid waste removal and recycling service; and provide regular custodial and cleaning consistent with the level of service provided other City-owned buildings. Provider shall be responsible for any paper products and toilet supplies used. Provider shall obtain and pay cost of telephone, fax, cable, and Internet service.
- C. Repairs.** City has no duty to make repairs under this Agreement until Provider gives written notice to City of the repairs to be made or condition to be corrected. In no event will City be liable for nor will City indemnify the Provider for a failure to make repairs to the Premises if the repair is completed within a reasonable time following notice from Provider.
- D. Access to Facility.** The parties agree that the City staff, consultant's and service providers may, upon 24 hours' notice to Provider (except no notice shall be required in an emergency), enter any portion of the Premises at any time and erect all necessary structures to repair, alter, or maintain the Premises. Provider waives any claim to damages resulting from such activities, except those caused by City's sole negligence.

Section 12. Vacate Premises Upon Termination; Damages for Violations.

- A. Vacate the Premises.** Upon termination of this Agreement, Provider must vacate the Premises and leave the Premises in the same condition as it was at the beginning of this Agreement, except for reasonable wear and tear and damage by unavoidable casualty to the extent that the damage is covered by City's fire insurance policy with extended coverage endorsement. Provider must return all keys for the structures/improvements on the Premises to City, inform City of all combinations on locks, if any, and remove any alterations before vacating the Premises.
- B. Removal of Furnishings.** Upon termination of this Agreement, Provider must remove all of its furnishings and trade fixtures and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the furnishings and fixtures, and City may dispose of it in any manner without liability.
- C. Damages for Violations.** If Provider causes any damage to the Premises, City has the right to recover from Provider the following damages:
 - a.** All costs incurred in the cost of clean-up and repair and preparation for a new use including the cost of correcting any defaults or restoring unauthorized alterations;
 - b.** Reasonable attorney fees incurred in connection with the damage, whether or not any litigation has commenced;
 - c.** City may institute actions to recover such amounts as they accrue and no one action for accrued damages shall bar a later action for damages subsequently accruing.

Section 13. Indemnity and Status

Indemnification by Provider. Provider shall indemnify and hold City, its officers, agents, employees, elected officials, and volunteers harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Provider and its visitors, guests and agents in connection with this Agreement including but not limited to any injury or

property damage that occurs on the Premises.

Indemnification by City. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act and notwithstanding anything to the contrary herein, City shall indemnify and hold Provider, its visitors, guests and agents harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by City and its employees, agents, officers, volunteers in connection with this Agreement.

Nothing herein is intended to nor does it create an employment relationship between the Provider and City. Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

Section 14. Damage by Casualty or Fire and Duty to Repair. If the Premises is damaged by fire or other casualty, City may use its discretion to repair the damage. If the City chooses not to repair the damage, this Agreement may be terminated by either party after providing written notice to that effect to the other party. If the City chooses to make repairs, City may take possession of and occupy, to the exclusion of Provider, all or part of the Premises to make the necessary repairs. Provider agrees to temporarily vacate, upon request, all or any part of the Premises that City may require to make necessary repairs. City will endeavor to minimize disruption associated with repair. Provider waives all claims for recovery from City for loss or damage to the Premises insured under the City's casualty or fire insurance policies to the extent of any recovery collectable under such insurance.

Section 15. Performance by City. City will not be in default for the nonperformance or interruption or delay in performance of any of the terms, covenants, or conditions of this Agreement if due to a labor dispute, strike, lockout, civil commotion or like operation, government regulation or controls, inability to obtain labor or materials, or through an act of God or other cause beyond the reasonable control of City, if such cause is not due to the willful act or neglect of City.

Section 16. Default; Termination.

- A. For Cause Termination.** If Provider fails to perform any of the terms, conditions, or covenants of this Agreement, City will provide written notice of the default and a reasonable opportunity to cure. If Provider fails to cure the default within thirty days, then City may terminate this Agreement. This remedy is not exclusive but in addition to all other remedies and rights provided by law.
- B. Termination for Convenience.** The parties may terminate this Agreement by mutual written agreement at any time. In addition, either party may terminate this Agreement by giving the other party at least 90 days prior written notice.

Section 17. Entire Agreement; Waiver. This Agreement, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

Section 18. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.

C. Notice by Email. Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

D. Party to be Notified. Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. City's Project Manager
Julie Ludemann
Recreation Manager
18880 SW Martinazzi Avenue
Tualatin, OR 97062
503.691.3082
jludemann@tualatin.gov
2. Provider Project Manager
Sarah Hinton
Executive Director
PO Box 3546
Tualatin, OR 97062
Phone: 503.481.2050
Email: sarah@willowbrookartscamp.org

Section 19. Public Contracting Requirements. Provider must comply with provisions of ORS 279A.110; 279B.220, 279B, 225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

Section 20. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Provider represents and warrants that it has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 21. Tax Exempt Status. Provider shall provide to City proof of filing for property tax exemption with the Clackamas County Assessor's Office. Provider must apply for this exemption in a timely manner. Application fees will be the expense of the Provider. Any fees associated with a late filing must be paid by Provider. If Provider fails to file for such exemption, or is not eligible for such exemption as determined by Clackamas County, Provider will be responsible for all real property taxes assessed to City as a result of the Agreement. In such event, City shall send an invoice to Provider at the address stated in Section 18(D)(2) for the amount of real property taxes assessed to city in October of each year. Provider shall promptly pay the amount due upon receipt of the invoice, but no later than November 5 of each year to ensure that City can receive a three-percent discount on the levied tax amount. Failure to submit payment as required under this section shall constitute a material breach of this Agreement. Any amounts due and owing upon final demand for payment and any interest thereon may be recovered by City as a debt to City, using any available legal and equitable remedies. These remedies include, but are not limited to, requiring full payment of the levied tax amount before discount and payment of accrued interest. Any amount due and owing shall bear interest at the statutory rate of interest in ORS 82.010, accruing from the date of the final demand for payment and continuing until the payment obligation, including interest, has been discharged. Notwithstanding the 30-day opportunity to cure stated in Section 16A, City may immediately terminate the Agreement if payment under this section is not made by November 5. The obligation to pay any amount owed under this section shall survive termination of the Agreement.

Section 22. Dispute Resolution.

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of Provider's disagreement, and include all relevant information and exhibits, within thirty (30) days of Provider's knowledge of the decision to which Provider disagrees. The City's Project Manager will review the information and meet with Provider to attempt to come to resolution on the dispute. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth herein shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim within the Circuit Court of Washington County for the State of Oregon. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSON JURISDICTION OF SAID COURT.

Section 23. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 24. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law.

APPROVED AND ENTERED this ____ day of _____.

PROVIDER

CITY OF TUALATIN

By _____

By _____
Sherilyn Lombos
City Manager

APPROVED AS TO LEGAL FORM

City Attorney

**WILLOWBROOK ARTS CAMPS
PUBLIC BENEFITS**

In accordance with the City of Tualatin's Management and Operations Agreement for Browns Ferry Community Center, Willowbrook Arts Camp (Provider) will address community involvement and education consistent with the Metro Greenspaces Master Plan, City of Tualatin Parks & Recreation System Plan, and the Tualatin Vision 2030 goals, adhering to the agreement terms outlined in the agreement.

Provider agrees to perform the following public benefits:

Community Involvement and Education

Willowbrook will collaborate with City, as deemed appropriate by the City. This may include but is not limited to Parks & Recreation programs and events, and Tualatin Public Library programs.

Willowbrook will participate in and promote City special events including the annual Blender Dash, ¡Viva Tualatin!, and West Coast Giant Pumpkin Regatta by offering family-friendly activities.

Willowbrook will ensure City of Tualatin residents receive a five percent (5%) discount on Willowbrook Arts Camp summer camps.

Willowbrook staff will coordinate with the City of Tualatin to participate in a natural space native plant restoration/tree planting or invasive plant removal event during calendar year 2025.

By offering a continued presence in occupying the Browns Ferry Community Center, Willowbrook will enhance safety and security of the facility.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Jerianne Thompson, Library Director and Equity & Inclusion Officer

DATE: January 13, 2025

SUBJECT:

Consideration of Resolution no. 5859-25 authorizing the City Manager to accept the Library Makers Grant from Califa Group.

RECOMMENDATION:

Staff recommends approval of Resolution No. 5859-25.

EXECUTIVE SUMMARY:

Califa Group is a nonprofit library membership consortium based in California that is administering the Library Makers: Growing a Community of Lifelong Learners and Leaders grant project, funded through the Institute of Museum and Library Services. Tualatin's STEAM Librarian is serving as a Library Makers Sustainability Committee member and will receive a \$500 stipend for their role on the Committee. The city needs to authorize the acceptance of this grant through Council action.

OUTCOMES OF DECISION:

Approval of Resolution No. 5859-25 authorizes the City Manager to accept the Library Makers Grant.

FINANCIAL IMPLICATIONS:

Revenues from this grant are already allocated within the 2024-25 General Fund budget. The grant funds would be spent in support of Tualatin Public Library Makerspace supplies.

ATTACHMENTS:

- Resolution No. 5859-25

RESOLUTION NO. 5859-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE LIBRARY MAKERS GRANT FROM CALIFA GROUP

WHEREAS, Califa Group is a nonprofit library membership consortium based in California that provides support to libraries, including administration of grant projects funded through the Institute of Museum and Library Services; and

WHEREAS, Califa is administering the project Library Makers: Growing a Community for Lifelong Learners and Leaders, and STEAM Librarian Kit Lorelied is serving as a Library Makers Sustainability Committee Member; and

WHEREAS, the City will receive a \$500 stipend from Califa Group for Lorelied's role on the Committee through June 2025; and

WHEREAS, revenues for this grant are already allocated within the 2024-2025 General Fund.

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

Section 1. The City Manager or designee is authorized to accept the grant funds from the Califa Group.

Section 2. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13th day of January, 2025.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

CALIFA GROUP - STATE OF CALIFORNIA

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August 2024, by and between Tualatin Public Library, hereinafter called the Contractor, and **Califa Group**, 330 Townsend St., Suite 133, San Francisco, CA 94107, hereinafter called "Califa."

WITNESS: That Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of Califa hereinafter expressed does hereby agree to furnish to Califa services and materials as follows and/or as described on exhibits attached to and incorporated herein.

The Contractor will provide to Califa the following services and/or materials:

IMLS RE-256651-OLS-24: Library Makers: Growing A Community for Lifelong Learners and Leaders
SEE EXHIBIT A FOR SCOPE OF WORK

CONTRACT PERIOD will be from 8/1/24 to 6/30/25.

COMPENSATION: A fee of \$ 500 will be charged for the above services/materials. Total payments should not exceed \$ 500.

PAYMENT SCHEDULE: To be invoiced upon completion of term as approved by the Project Director and Califa Executive Director.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Tualatin Public Library

CALIFA GROUP

Contractor

Mary Maly

Paula M. Kuen

Signature

Executive Director

18878 SW Martinazzi Ave

11/21/24

Address

Date

Tualatin OR 97062

City, State, Zip

93-6002269

Tax Identification No. / Social Security No.

12/16/24

Date

ADDITIONAL PROVISIONS

1. Contractor agrees that they are an independent contractor and that their officers and employees do not become employees of Califa Group nor are they entitled to any employee benefits as Califa Group employees as a result of the execution of this agreement.
2. Contractor shall indemnify Califa Group, its officers and employees against liability for injury or damage caused by any negligent act or omission of any of its employees or volunteers or agents in the performance of this agreement and shall hold Califa Group harmless from any loss occasioned as a result of the performance of this contract by Contractor. Contractor may provide necessary Worker's Compensation insurance at Contractor's own cost and expense.
3. No officer, member or employee of Contractor and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No employee of Contractor nor any member of any employee's family shall serve on Califa Group board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Califa Group's operations or authorizes funding to Califa Group.
4. Califa Group or Contractor may not assign or transfer this agreement, any interest therein or claim thereunder without the prior written approval of either party.
5. Payment of Contractor will be made only upon presentation of an invoice subject to approval of California State Library Consultant and/or Executive Director and pending review on the Federal Government's Excluded Parties List.
6. Califa Group may terminate this agreement at any time by giving Contractor a thirty (30) day written notice of such sooner termination and may be terminated by Califa at any time without notice upon a material breach of the terms of this agreement by Contractor. Contractor may terminate this agreement at any time by giving Califa Group a thirty (30) day written notice of such sooner termination.
7. No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
8. Contractor assures that it will comply with Title VI of the Civil Rights Act of 1964 and that no person shall, on the ground of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.
9. DISCLAIMER: Any products/reports as a result of the IMLS-funded project shall include an acknowledgment of IMLS support in all grant products, publications, and websites developed with IMLS funding. Acknowledgment should include the credit line, with grant number, and the IMLS logo, where space permits. See: <https://www.imls.gov/grants/manage-your-award/grantee-communications-kit/imls-acknowledgement-requirements>



please initial

Library Makers Sustainability Committee Member

Kit Lorelied - klorelied@tualatin.gov

Contract with Tualatin Public Library, Jerianne Thompson jthompson@tualatin.gov (signator)

Scope of Work

Term: August 1, 2024 - June 30, 2025

Payment: \$500 given upon completion of term

The goal of a Library Makers Committee Member is to serve the specific needs of their committee under the direction of the Committee Chair.

Activities will include:

- Voting in committee-based or community-wide decisions
- Working on projects approved by the Committee Chair
- Participating in community discussions, activities, events, etc.
- Observing maker library needs and making suggestions for the benefit of Library Makers and its community
- Fundraising
 - Research new opportunities for funding (grants, corporate sponsorships, fee for service)
 - Coordinate with other Committees to identify needs and costs
 - Work on a team to help write grants
 - Outreach/conversations with potential funders
- Internal operations
 - Research, evaluate, and provide recommendations for any new needs for the group's continued operations (e.g., new technology platforms, insurance)
- Elections & Appointments
 - Ambassador application and selection process
 - Develop and facilitate process for onboarding/orientation and exit checklist for Committee Members and Ambassadors in coordination with other Committees
 - Organizing and running yearly elections
- Partnership cultivation / development
 - Follow-up with leads from conferences, etc.
 - Explore potential partnerships that are tied to future funding

20
24

Annual Report

FAMILY JUSTICE CENTER OF
WASHINGTON COUNTY



YEAR IN REVIEW

IMPACT REPORT

HIGHLIGHTS

2024 in Review

INNOVATION, COLLECTIVE ACTION, AND IMPACT

In 2024, we are thrilled to report another year of remarkable growth, impactful services, and continued dedication to our mission of ending the cycles of violence and abuse in our community. Like the previous year, 2024 witnessed an increase in the number of survivors served, and our scope of services expanded once again with the inclusion of two new partners, St. Andrew Legal Clinic for free family law case navigation, and Oregon Food Bank for fresh food distribution. We are proud to share that services delivered were the highest in our history, breaking the 11,600 mark.

In fact, one survivor shared with us, **“I used to have to go door to door to door and nothing got done. I was always missing my appointments, struggling to get to the places, and it seemed like at each place I had to tell them everything again and again. But then I got here, and it all just worked. The things I needed to keep my kids and I safe are finally happening. It’s like you’re all working together just for us.”**

Along with the growth in the number of survivors served, our organization expanded the array of services provided. In 2024, we launched innovative programs such:

- **County-wide risk assessment:** FJC spearheaded a county-wide risk assessment, launched with law enforcement and judicial partners, to measure homicide risk during domestic and sexual violence calls, enhancing survivor safety and preventing homicides. This year, Washington County saw an 80% reduction in domestic violence homicides, reversing a post-pandemic upward trend.
- **Contested Restraining Order Hearings:** FJC, in partnership with Washington County Court and DVRC, launched a program enabling survivors to attend contested restraining order hearings remotely from the FJC, ensuring a safe, supportive environment with advocates and legal counsel while the accused appears in court. This landmark program is the first in the nation.
- **Food Pantry partnership with Oregon Food Bank:** FJC partnered with the Oregon Food Bank to create Oregon's first survivor-only food pantry, providing over 22,800 pounds of food this year to help survivors and their children access essential resources, overcome barriers, and rebuild their lives safely and healthily. Inability to access basic needs is a leading reason for survivors being unable to exit abusive situations.
- **Survivor Outreach and Advocacy:** FJC's Survivor VOICES Committee launched initiatives to engage in state and local policy advocacy and a Peer Outreach Program. These were aimed at using their lived experience to enhance survivor safety, improve access to justice, ensure offender accountability, and connect directly with survivors in the community.

This year, we continued our community-wide collaboration on events aimed at raising awareness, amplifying survivors' voices, and supporting families. Our events saw remarkable increases in engagement, particularly the Run for Hope and Holiday Food Box program. These events not only united our community but also demonstrated our whole county's commitment to creating a safe and supportive environment for survivors and their families.

2024 was one of innovation and impact for our organization that rippled out far beyond our walls. The journey toward ending violence and abuse requires the holistic, collaborative, multi-disciplinary approach championed inside of our center. Each year our efforts expand, proving that together, we can make real change in Washington County.



Rachel Schutz
Executive Director

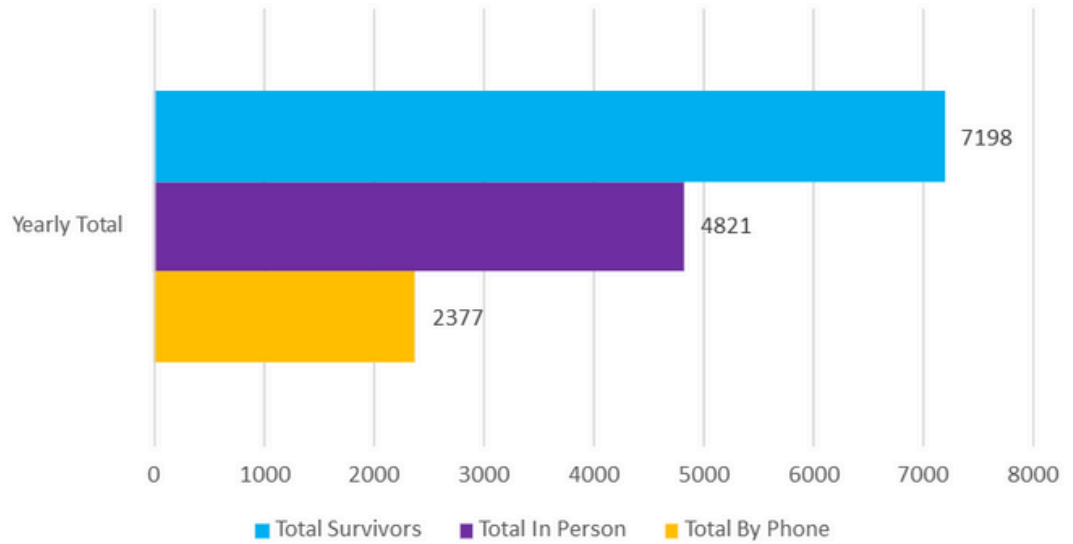
Data

SURVIVORS SERVED AND SERVICES PROVIDED

SURVIVORS SERVED

In 2024, the FJC served 26% more survivors than 2023. Since 2018, the FJC has seen a growth of 323% in survivors seeking services. We believe that the largest driver of this increase has been awareness, both of abuse generally and the Family Justice Center itself, but also the increasing number of partners located and services provided every year.

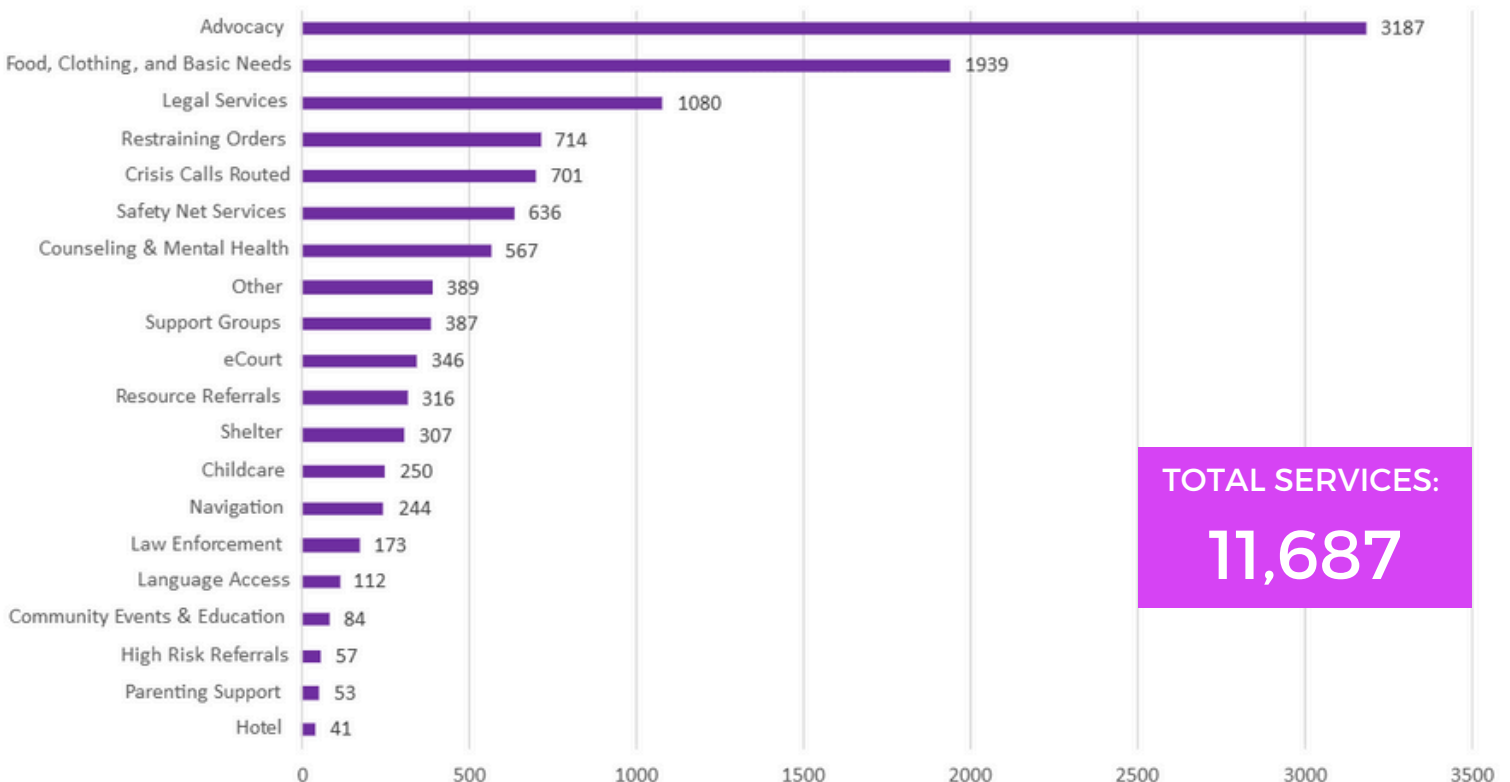
Survivors Served in 2024



SERVICES PROVIDED

Services increased once again this year, by 16%. This included the addition of new services, new partners, and expanded partner capacity, in an effort to increase support and responsiveness to survivor needs.

Services Provided in 2024



Impact

QUALITATIVE AND QUANTITATIVE

99.4%

Of survivors reported they experienced trauma informed care while receiving services.

100%

Of survivors reported that they received the help they needed to keep their family safe.

106

Families were provided emergency hotels or transportation to escape abuse.

57

Survivors at high risk of homicide had their cases coordinated to ensure their safety.

250

Children were cared for while their parents' sought services.

346

Survivors safely appeared for their court cases at the FJC.

1,939

Survivors received food and clothing.

389

Survivors were provided emergency items such as phones, gift cards, new locks, or address confidentiality.

701

After-hours crisis calls were routed to our partners, making the FJC's phone number its own one-stop-shop.

22,843

Pounds of food was distributed to survivors and their children.

100%

Of survivors felt they and their children were cared for by staff and partners

89.2%

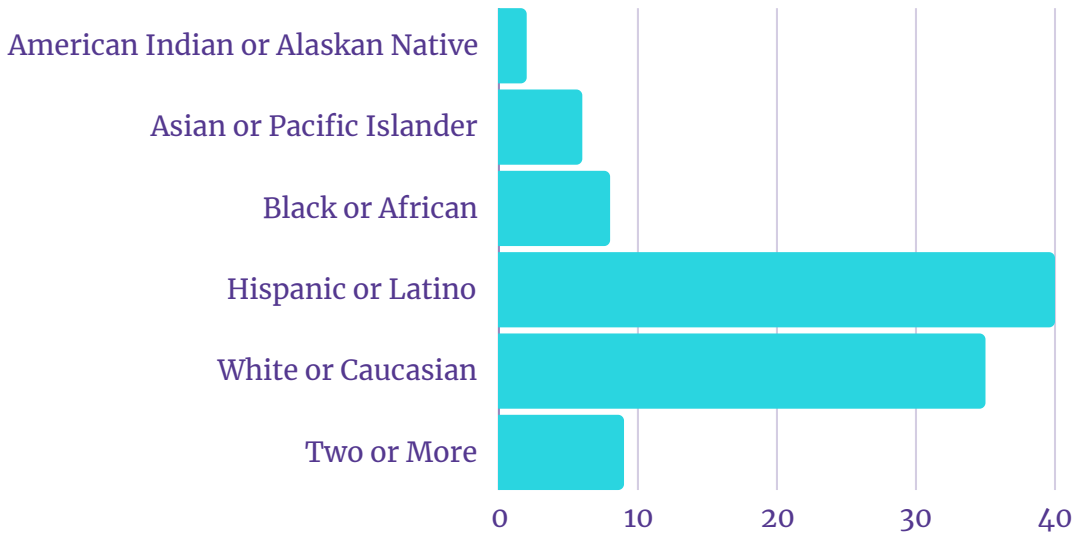
Of survivors reported that after their visit they can see their path to Safety, Healing, and Hope.

7,899

Additional services were coordinated amongst our 18 on-site partner agencies, ensuring that survivors only had to come to one place to access safety, healing, and hope.

Demographics

SURVIVORS, STAFF, AND GEOGRAPHY

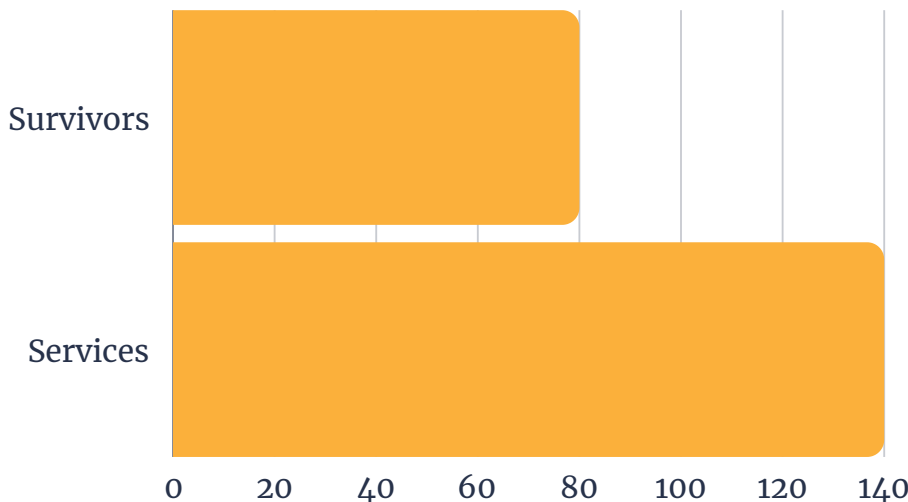
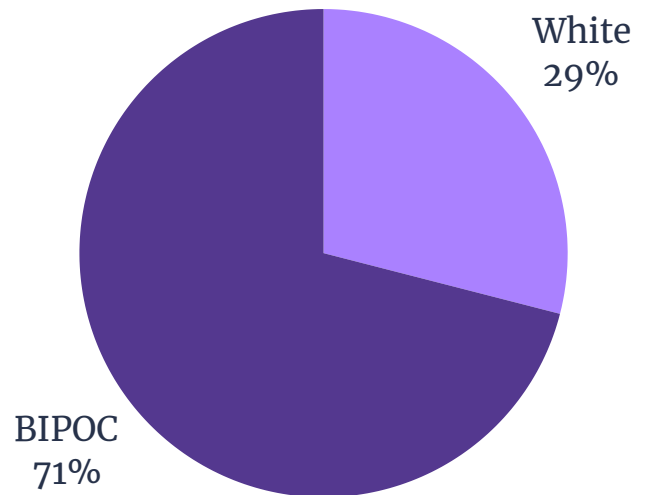


SURVIVOR DEMOGRAPHICS

Washington County population is 78% white and 22% people of color. The FJC serves 65% people of color, illustrating the disproportionate impact of violence and abuse on marginalized communities.

STAFF DEMOGRAPHICS

The FJC seeks to represent the populations it serves, including having survivors on staff and as board members. In addition to 71% identifying as BIPOC, 88% of staff identify as having lived experience as well as 100% on our VOICES Committee and 40% on our Board of Directors.



CITY OF TUALATIN

The FJC provided 80 Tualatin survivors with 140 services, an increase of 33% over 2023.

Highlights

INCREASING AWARENESS, DEEPENING IMPACT, UNITING COMMUNITY



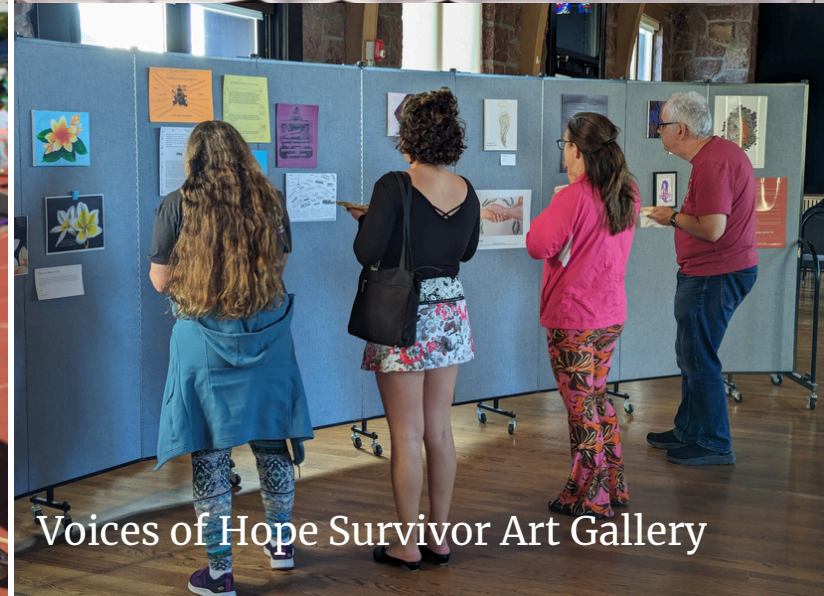
US Capital Community Impact Flag Presentation



FAMILY JUSTICE CENTER OF WASHINGTON COUNTY
VOICES Peer Outreach Team
Safety Healing Hope



Run for Hope 5k



Voices of Hope Survivor Art Gallery



Family Food Box Distribution



Holiday Shop with Santa

Partners

TOGETHER, WE ARE ENDING THE CYCLES OF VIOLENCE AND ABUSE IN WASHINGTON COUNTY.

T O G E T H E R,



www.fjcwc.com

735 SW 158th Ave., Suite 100
Beaverton, OR, 97006

503-430-8300

Future Regional Funding for Housing and Homeless Services

City of Tualatin

January 13, 2025



Presentation overview

Where we are

What we've heard

Draft proposal

Next steps

Presenting today

Lynn Peterson

Metro Council President

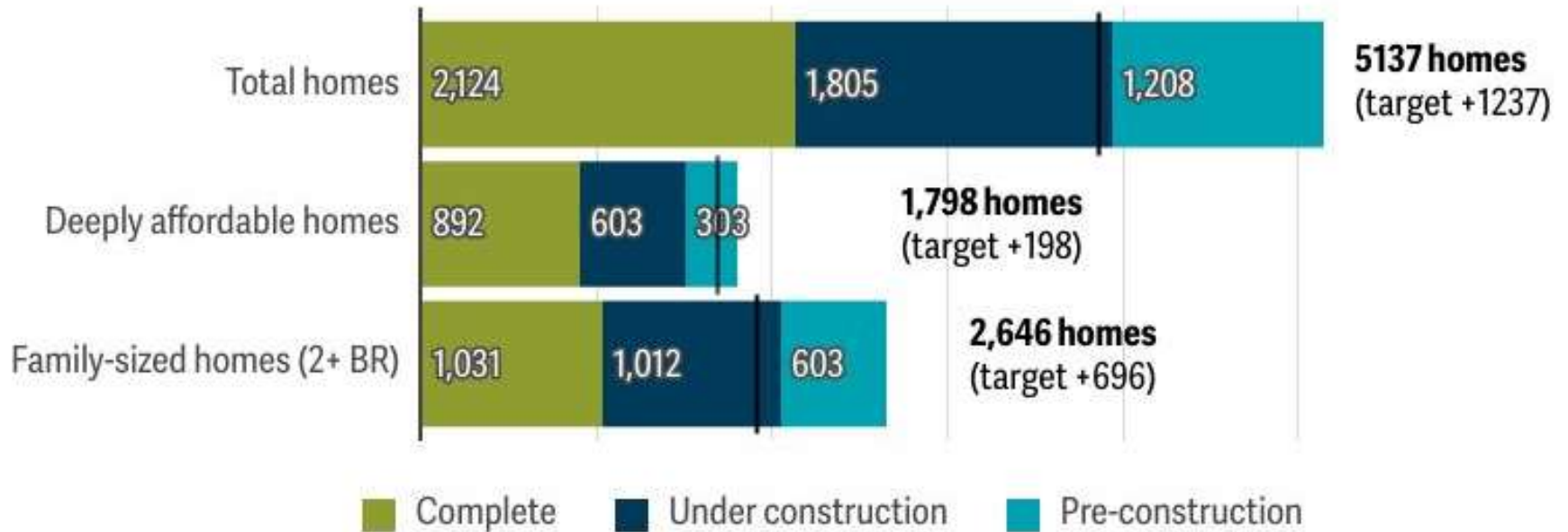
lynn.peterson@oregonmetro.gov

Gerritt Rosenthal

Metro Councilor, District 3

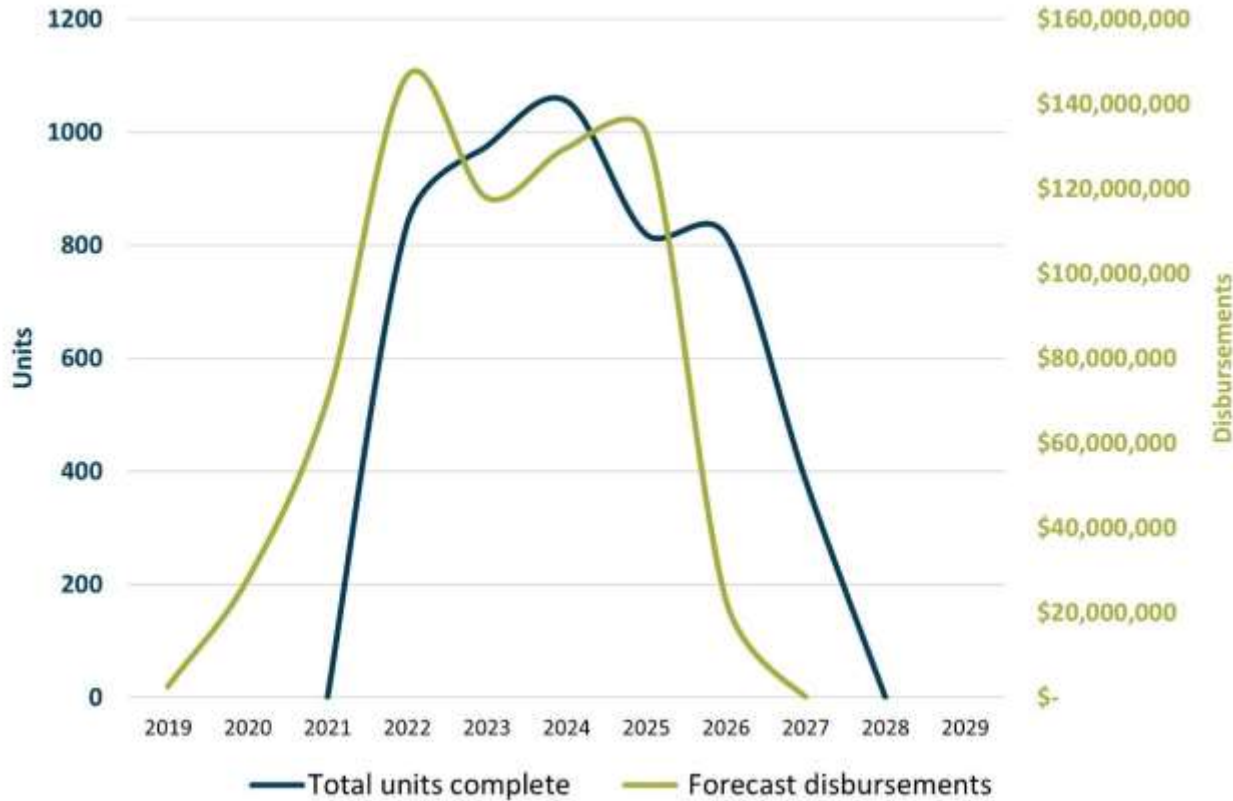
gerritt.rosenthal@oregonmetro.gov

2018 Metro Affordable Housing Bond: Exceeding goals



Metro's housing bond is projected to achieve about 130% of its production target, providing affordable housing for 9,000 to 15,000 people.

Metro's affordable housing bond will be fully spent by 2027



Aligned to address homelessness



SHS is making a difference.



6,297

households placed
in housing



15,073

eviction
preventions

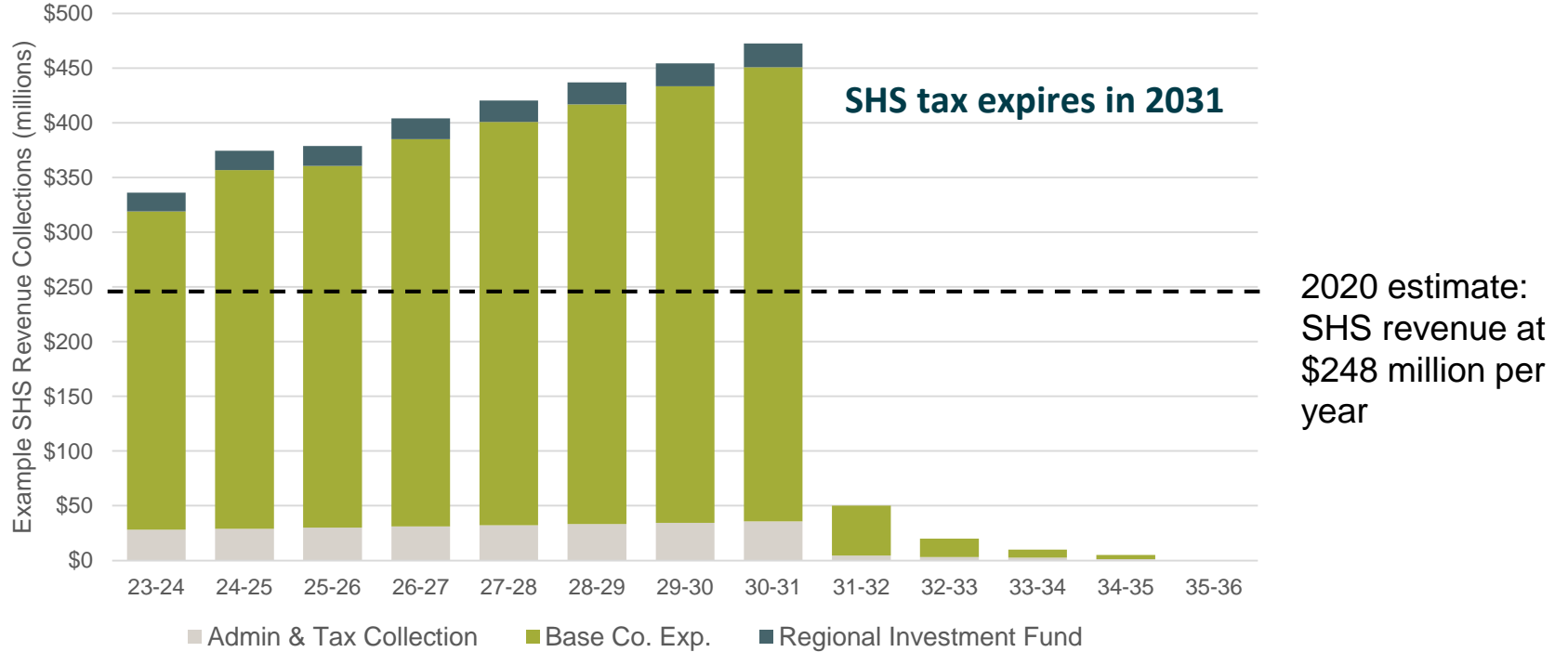


1,890

shelter units created
or sustained

3-year tri-county totals, July 2021 through June 2024

If we do nothing



Where we started

- Metro housing bond successful, yet soon will be complete; SHS taxes end in 2031
- Housing need continues, especially at lowest incomes and in communities of color
- Clear links between cost of housing and homelessness, cascading impacts across region

Listening, responding and learning

January 2024

Project Values

 COO
Recommendation

 Metro Council
Direction

 Draft
Proposal

December 2024

PROJECT VALUES

Established by Metro Council, Jan. 2024

Urgency

Stability of existing programs

Pragmatism

Transparency and accountability

Equity and inclusion

Listening, responding and learning

January 2024



December 2024

COO RECOMMENDATION

July 9, 2024

Synthesizes feedback and input from subject matter experts, community members, implementation partners, advocates, practitioners, stakeholder coalitions

- Stakeholder Advisory Table
- Listening to community and partners
- Public partner engagement
- Input from regional oversight, racial equity committees
- Investment and revenue analysis

Listening, responding and learning

January 2024



December 2024

METRO COUNCIL DIRECTION

Resolution No. 24-5436, Oct. 2024

Continue regional affordable housing and homelessness funding for the long-term

Evolve a regional program to better meet regional needs and opportunities

Learn from our shared successes, address systemic challenges

Listening, responding and learning

January 2024



December 2024

DRAFT PROPOSAL

ISSUE	PROPOSAL
Secure long-term funding.	Extend SHS taxes to 2050
Address a full range of needs and opportunities.	Add affordable housing, PSH to SHS Include cities as implementation partners
Provide predictability for services.	Prioritize stable funding for ongoing services
Improve accountability, track outcomes and build public trust.	Stronger, more efficient regional oversight Regional Action Plan with key performance metrics Advance regional standards in new structure
Consider impacts of taxes.	Index high-earner income threshold to inflation Reduce personal income tax rate to .75% in 2031

Draft proposal: Concerns we've heard

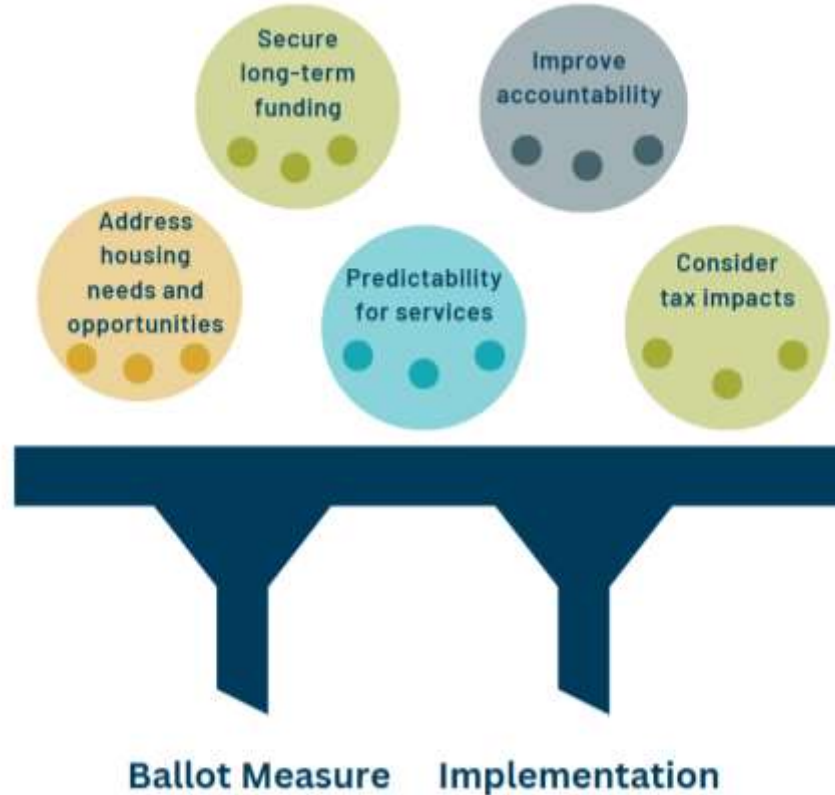
Potential impacts to services

Potential impacts to regionalization efforts

Effects of tax rate reduction

Timing considerations

Proposed council actions



Questions and discussion

What should Metro Council consider in this draft proposal to most effectively address homelessness?



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Megan George, Deputy City Manager

DATE: January 13, 2025

SUBJECT:
Resolution No. 5858-25 Adopting the City of Tualatin's 2025 Federal Legislative Agenda

RECOMMENDATION:
Staff recommends the City Council approve Resolution No. 5858-25 Adopting the City of Tualatin's 2025 Legislative Agenda.

EXECUTIVE SUMMARY:

On May 13, 2024, the City Council authorized the City Manager to execute a contract with Thorn Run Partners, LLC ("Thorn Run") to provide government affairs and lobbying services for the City. Their scope of work includes activities at the State and Federal level including building relationships with legislators, facilitating development of project funding asks, and communicating progress with City staff and the City Council.

On July 29, 2024, and August 26, 2024, the City Council met with Thorn Run to learn more about their team, receive an overview of the legislative process at the State and Federal levels, discuss policy themes and priorities, and adopt a *2025 State Legislative Agenda*. In August, the City Council directed staff to return following the November 5, 2024, election with items to consider for a *2025 Federal Legislative Agenda*.

On December 9, 2024, the City Council met with Thorn Run to discuss a draft *2025 Federal Legislative Agenda*. The council's consensus was to include the following items in the agenda.

- Funding for 65th/Borland/Sagert Transportation Improvements Project.
- Increase Funding for Community Development Block Grant (CDBG) Program.
- Continue Funding for Community Fueling Infrastructure (CFI) Program.
- Continue Funding for Railroad Crossing Elimination (RCE) Program.
- Protect Local Government's Ability to Offer Tax Exempt Municipal Bonds.

OUTCOMES OF DECISION:

Thorn Run's team will share the Legislative Agenda with Tualatin's congressional delegation. They will provide regular communication on policy discussions and funding opportunities and identify opportunities for the City Council to engage on the agenda and other relevant discussions.

ALTERNATIVES TO RECOMMENDATION:

The City Council may direct staff to make changes to the Legislative Agenda prior to adoption on January 13, 2025, or at a future date.

ATTACHMENTS:

- Resolution 5858-25
- Exhibit A: City of Tualatin 2025 Federal Legislative Agenda



2025 Legislative Agenda

Federal

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

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

Increase Funding for Community Development Block Grant (CDBG) Program

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

Continue Funding for Community Fueling Infrastructure (CFI) Program

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

Continue Funding for Railroad Crossing Elimination (RCE) Program

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



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

Protect Local Government's Ability to Offer Tax Exempt Municipal Bonds

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

RESOLUTION NO. 5858-25

A RESOLUTION ADOPTING THE CITY OF TUALATIN'S 2025 FEDERAL LEGISLATIVE AGENDA

WHEREAS, policy determined at the State and Federal level affects local governments and communities;

WHEREAS, funding opportunities exist at the State and Federal level for local governments and communities;

WHEREAS, the City Council identified a need to increase the organization's capacity to advocate for the City of Tualatin at the State and Federal level and signed a contract with Thorn Run Partners, LLC, on May 13, 2024, to advocate on the City's behalf;

WHEREAS, the City Council identified transportation, housing, social services, resiliency and emergency preparedness, environment, downtown revitalization, local control and unfunded mandates, and capital projects as important themes to the Tualatin community;

WHEREAS, the City Council desires to identify specific asks for the upcoming 2025 Federal legislative cycle;

WHEREAS, the City Council adopted the 2025 State Legislative Agenda on August 26, 2024, and decided to wait to adopt a Federal Legislative Agenda until after the November 5, 2024, election; and

WHEREAS, the City Council met on December 9, 2024, to discuss the draft agenda and directed staff to bring forward the agenda for adoption.

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

Section 1. The City of Tualatin's 2025 Federal Legislative Agenda is attached in Exhibit A.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 13th day of January, 2025.

ATTEST:

CITY OF TUALATIN, OREGON

BY _____

BY _____

City Recorder

Mayor



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: January 13, 2025

SUBJECT:
Consideration of Recommendations from the Council Committee on Advisory Appointments

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

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

Individuals	Board	Term
DeAnn Welker	Library Advisory Committee	Term Expiring 10/31/27
Eveline Hooper	IDEA Advisory Committee	Term Expiring 11/1/26
Kelsea Ashenbrenner	IDEA Advisory Committee	Term Expiring 11/1/26
Heidi Kindle	Core Area Parking District	Term Expiring 12/31/25