



TUALATIN CITY COUNCIL MEETING

Monday, May 11, 2026

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, May 11. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so: 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: 892 1345 4496

Password: 18880

Link: <https://us02web.zoom.us/j/89213454496>

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Proclamation Declaring May 2026 as Asian Pacific Islander Month in the City of Tualatin

Public Comment

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

Consent Agenda

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

- [1.](#) Consideration of Approval of the Work Session and Regular Meeting Minutes of April 27, 2026
- [2.](#) Consideration of **Resolution No. 5956-26** Awarding and Authorizing a Contract with WSP USA, Inc. for Engineering and Construction Management Services for the 108th Ave. Sewer Project

Special Reports

- [1.](#) Washington County Sheriff's Office Update
2. Outside Agency Grant Awardee- SMART Reading
- [3.](#) Tualatin Planning Commission 2025 Annual Report

General Business

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

- [1.](#) Consideration of **Resolution #5955-26** Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for Recycled Water

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.



Proclamation

WHEREAS, the month of May is recognized across the United States as Asian American and Pacific Islander (AAPI) Heritage Month, a time to honor the generations of Asian Americans and Pacific Islanders who have enriched our nation’s history, strengthened our communities, and contributed to the cultural, civic, economic, and social fabric of our society; and

WHEREAS, Asian Americans and Pacific Islanders represent a diverse array of cultures, languages, and histories, with roots spanning East Asia, Southeast Asia, South Asia, and the Pacific Islands, each bringing unique traditions and perspectives that enhance the vibrancy of our city; and

WHEREAS, AAPI individuals have played vital roles in shaping our nation—from the building of critical infrastructure and advancement of science and technology, to leadership in arts, education, public service, and business—often in the face of exclusion, discrimination, and hardship; and

WHEREAS, this month also serves as an opportunity to reflect on the ongoing challenges faced by AAPI communities, including acts of bias, discrimination, and violence, and to reaffirm our collective responsibility to stand against hate in all its forms; and

WHEREAS, we celebrate the resilience, achievements, and contributions of AAPI residents, leaders, and organizations within our community who continue to shape a more just and vibrant future for all; and

WHEREAS, we commit to advancing equity, supporting AAPI communities, and fostering an environment where all individuals are valued, respected, and empowered to thrive;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon hereby recognizes the month of May as Asian American and Pacific Islander Heritage Month, and encourages all residents to participate in activities, programs, and observances that celebrate AAPI history, culture, and contributions.

INTRODUCED AND ADOPTED this 11th day of May, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder





CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: May 11, 2026

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of April 27, 2026

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

-City Council Work Session Meeting Minutes of April 27, 2026

-City Council Regular Meeting Minutes of April 27, 2026



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: May 11, 2026

SUBJECT:

Consideration of Resolution No. 5956-26 Awarding and Authorizing a Contract with WSP USA, Inc. for Engineering and Construction Management Services for the 108th Ave. Sewer Project.

EXECUTIVE SUMMARY:

The 108th Ave. Sewer Project will construct new sewer infrastructure to improve flow capacity to support future development in the Basalt Creek area. The project includes installation of approximately 2,800 linear feet of new sewer pipe of varying diameters and associated manholes along SW 108th Avenue.

The City and Clean Water Services (CWS) are working together to build the infrastructure carrying sewage from the Basalt Creek area to the Durham treatment plant. CWS will build the Tonquin pump station (near where Tonquin Road crosses the railroad tracks) and the 'force main' pipe carrying it underneath Tonquin Loop, Helenius Rd, and to the top of the hill along 108th Ave. This project (for which CWS will reimburse 75 percent of costs from regional System Development Charge funds) carries the sewage to the existing large sewer main in the right-of-way of Blake Street west of 108th Ave.

The City issued a qualifications-based solicitation that was advertised in the Daily Journal of Commerce on January 14, 2026. Eight proposals were received before the February 12, 2026, submission deadline. WSP USA, Inc. submitted the highest-ranked technical proposal for the project and a pricing proposal in the amount of \$511,032.

OUTCOME OF DECISION:

Adopting the resolution and authorizing contract execution would allow design for this project to proceed.

FINANCIAL IMPLICATIONS:

Funding for the design of this project is available in the Sewer Fund, Sewer SDC Fund, and partial reimbursement by CWS.

ATTACHMENTS:

- Resolution No. 5956-26 Awarding and Authorizing a Contract with WSP USA, Inc.

RESOLUTION NO. 5956-26

A RESOLUTION AWARDING AND AUTHORIZING A CONTRACT WITH WSP USA, INC. FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE 108TH AVE. SEWER PROJECT

WHEREAS, the above-referenced project was advertised on January 14, 2026, in the *Daily Journal of Commerce* and the City issued a qualifications-based Request for Proposals (RFP) for engineering and construction management services;

WHEREAS, eight proposals were received prior to the February 12, 2026, submission deadline;

WHEREAS, WSP USA, Inc. submitted the highest-ranked technical proposal for the project and a pricing proposal in the amount of \$511,032 for Engineering and Construction Management Services in support of this project; and

WHEREAS, there are funds budgeted for this project in the Sewer Fund, Sewer SDC Fund, and partial Clean Water Services reimbursement.

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

Section 1. WSP USA, Inc. is hereby awarded a contract for Engineering and Construction Management Services for the 108th Ave. Sewer Project.

Section 2. The City Manager is authorized to execute a contract with WSP USA, Inc. in the amount of \$511,032.

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

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 11th day of May, 2026.

ATTEST:

CITY OF TUALATIN, OREGON

BY _____
City Recorder

BY _____
Mayor



Wherever You Live, We Serve You

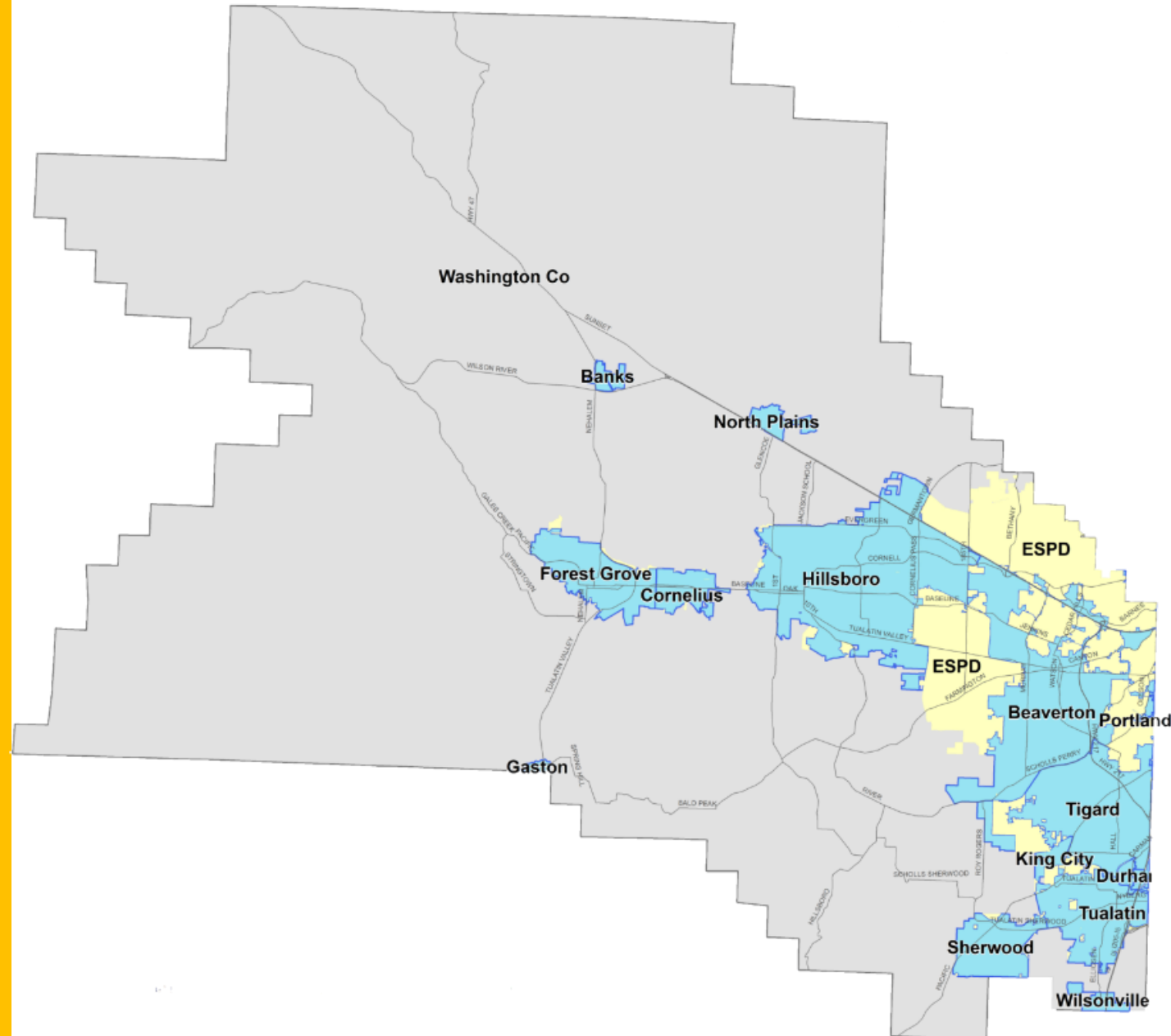
Public Safety in Washington County

Tualatin, OR
May 11, 2026

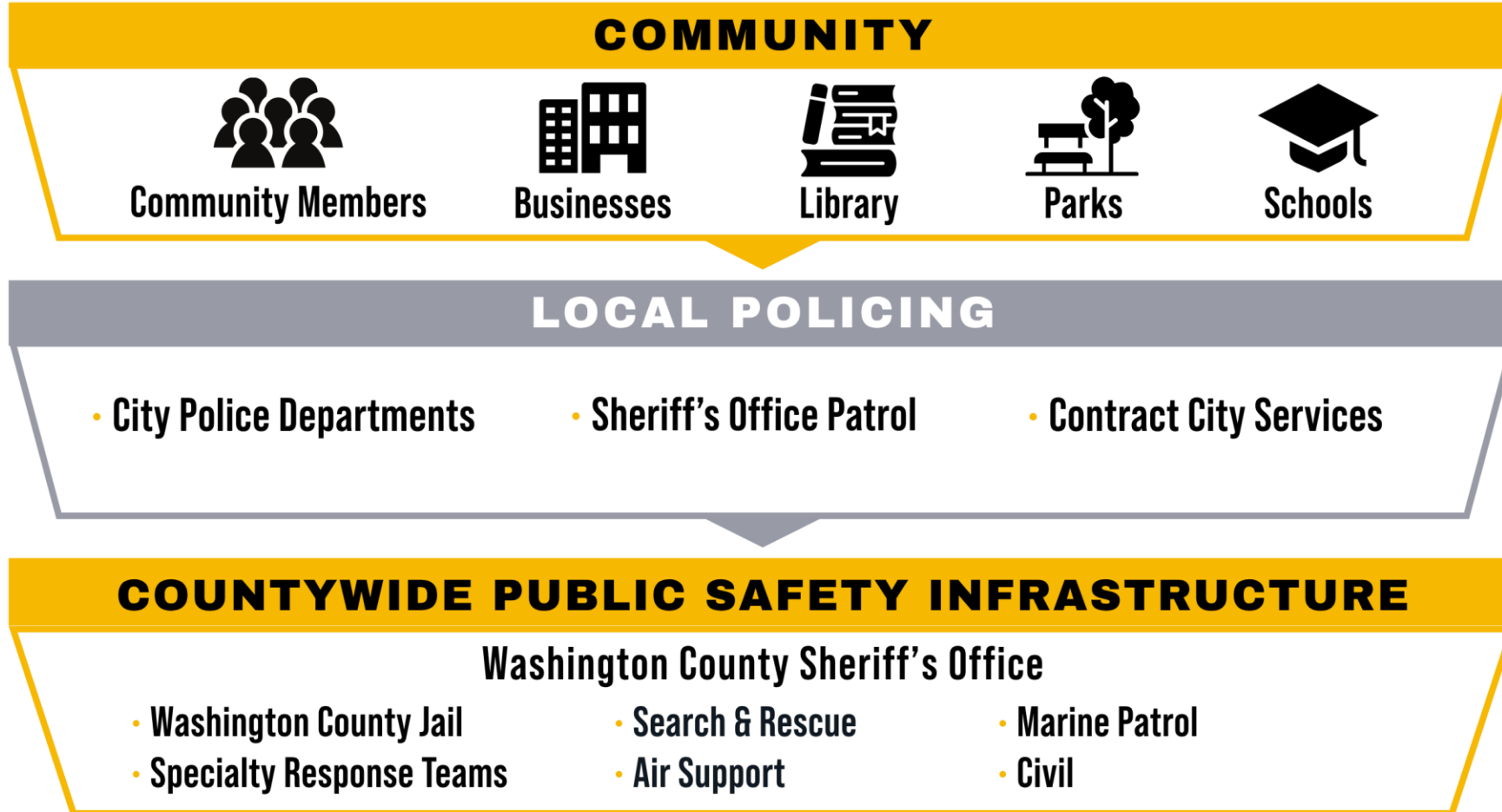
Wherever You Live, We Serve You

Provide county-wide services to over 614,000 community members

- Manage Washington County's only jail
- Primary first responders for rural and urban unincorporated residents
- Provides contracted policing services for municipal partners
- Partnering with law enforcement agencies across the county
- Washington County remains the safest major urban county in Oregon



The Washington County Public Safety System



Supporting Law Enforcement Across Washington County

Critical Infrastructure for Countywide Public Safety

Countywide Coordination

Enables patrol, investigations, and specialty teams to operate seamlessly across jurisdictions

Training and Readiness

Prepares law enforcement officers across the county for complex calls, crisis response, and evolving community needs

Technology Investment

Provides tools like data systems and emerging technology to enhance response capabilities and transparency

Flexible, Countywide Response

Allows resources and specialized teams to be deployed where they are needed most – across any community



SHERIFF
WASHINGTON COUNTY

Prepared to Protect – Countywide Specialty Teams



Some public safety incidents require specialized training, equipment, and coordination.

Countywide special response teams allow agencies to:

- Increase the potential for peaceful resolution
- Respond safely to complex incidents
- Provide specialized investigative expertise
- Support all law enforcement agencies in the county

Prepared to Protect – Countywide Specialty Teams

- Air Support Unit
- Crash Analysis Reconstruction Team
- Criminal Apprehension Team
- Crisis Negotiations Unit
- K9 Unit
- Marine Patrol
- Mental Health Response Team
- Search and Rescue
- Tactical Negotiations Team
- Mobile Field Force



Crash Analysis Reconstruction Team (CART)

Supports agencies across Washington County by investigating serious and fatal crashes.

- Reconstructing complex crash scenes
- Collecting and analyzing forensic evidence
- Supporting criminal investigations and court proceedings

Key Technology

- New 3D scanning technology allows investigators to capture crash scenes with high precision.
- This technology helps investigators document evidence quickly and accurately.



Mental Health Response Team (MHRT)

Provides specialized response to individuals experiencing behavioral health crises.

Team members work to:

- De-escalate crisis situations
- Connect individuals with appropriate services
- Reduce unnecessary incarceration
- Improve outcomes for vulnerable individuals

Approach

The team focuses on:

- Crisis intervention
- Collaboration with behavioral health providers
- Connecting individuals to long-term resources



Mobile Field Force (MFF)

Provides coordinated law enforcement response during large-scale public safety events

- Large protests or demonstrations
- Major emergencies
- Civil disturbances
- Large public events

Key Focus

- Maintain public safety
- Protect constitutional rights
- Ensure safe and coordinated response



Leveraging Technology

- Body worn cameras for patrol and jail staff
- In car video expansion through grant funding
- Drone as First Responder (DFR) pilot program
- License plate reader technology
- Exploring AI assisted report writing



SHERIFF
WASHINGTON COUNTY



Managing Washington County's Only Jail

- Built in **1998**
- Serves **every law enforcement agency in Washington County**
- Houses adults awaiting trial or serving sentences
- Provides medical care, behavioral health support, and safety
- **What happens after arrest**
 - Incident
 - Police Respond
 - Arrest
 - **Washington County Jail**
 - Courts & Justice System





Managing Today, Planning for the Future

TODAY

- Suicide prevention improvements, including jump barriers
- Reopening Pod 1 for detox and stabilization
- Electronic Home Detention program
- Jail investigations and human trafficking training
- Body worn cameras in the jail

LOOKING AHEAD

- Facility now over **28 years old**
- Continued population growth
- Long-term planning needed to maintain safe capacity
- Jail capacity study
- Jail expansion



Community Investment in Public Safety



*Thank you to
Washington County
voters*

In November 2025, voters demonstrated strong community support for public safety by approving the Public Safety Levy.

This investment supports:

- Washington County Jail operations
- Mental Health Response Team
- Criminal investigations
- Law enforcement resources
- Domestic violence and victim services
- Community supervision
- Prosecution

These services support every community in Washington County.



Wherever You Live, We Serve You

- Public safety in Washington County works because our agencies work together.
- City police departments provide local policing, and the Sheriff's Office provides countywide resources and infrastructure that support communities across the county.
- Together, we serve more than 614,000 community members





THANK YOU



SHERIFF
WASHINGTON COUNTY



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Teresa Montalvo, Planning Manager
Janelle Thompson, Planning Commission Chair

DATE: May 11, 2026

SUBJECT:
Tualatin Planning Commission Annual Report

EXECUTIVE SUMMARY:
Tualatin Planning Commission Chair will present the 2025 Annual Report.

ATTACHMENTS:

Planning Commission Annual Report (2025)
Presentation





PLANNING COMMISSION 2025 ANNUAL REPORT

May 11, 2026 – City Council

Members



The Planning Commission consists of seven members, typically serving a three-year term with option for reappointment by Council.



Current Tualatin Planning Commission Members (left to right) Ursula Kuhn, Zach Wimmer, Allan Parachini, Rae Nicnevin, Randall Hledik, Janelle Thompson, Justin Lindley



CITY of
TUALATIN

Role of the Planning Commission



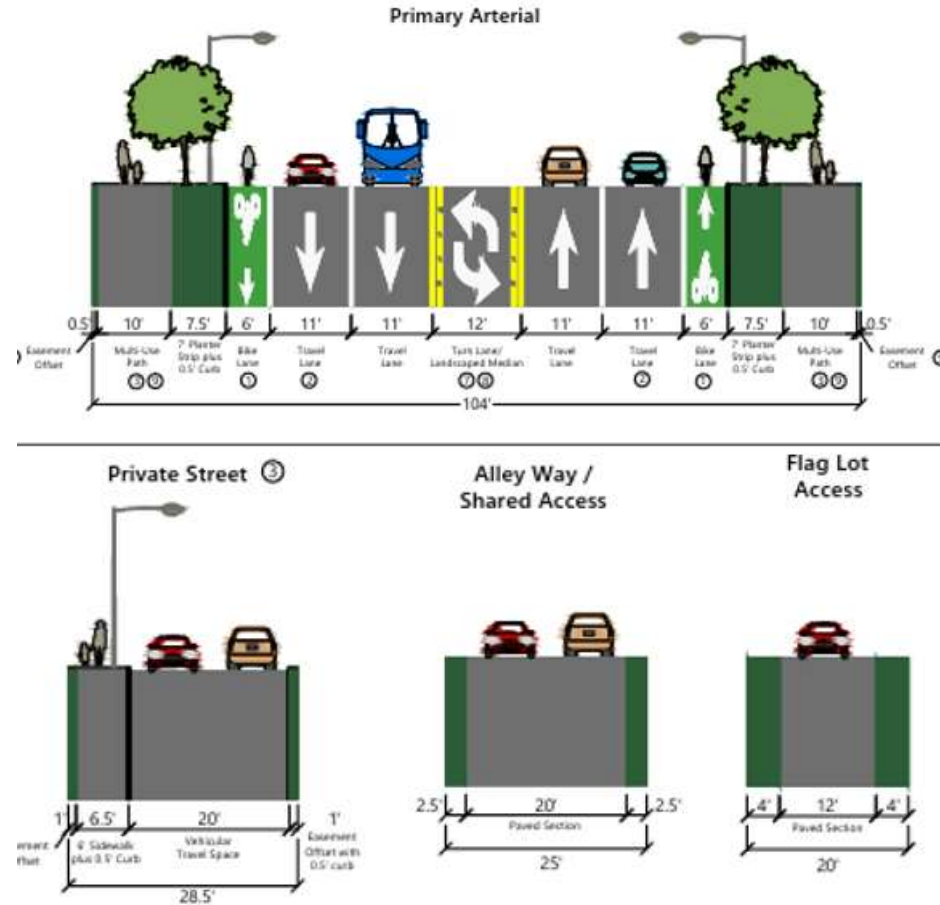
- Tualatin's official Committee to fulfill Goal 1: Citizen Involvement of Oregon's statewide land use planning program.
- **Advisory** - Serves as an Advisory Committee to the City Council by reviewing and making recommendations on legislative matters such as Plan Map and Plan Text Amendments.
- **Advisory** – Provides recommendations to Council on various long range planning topics such as housing and economic development.
- **Decision Maker** - Serves as Hearing Body to approve or deny certain quasi-judicial land use decisions such as Conditional Use Permits, Variances, Industrial Master Plans.
- Meetings are held monthly depending upon agenda items and the Planning Commission met 7 times in 2025.



CITY of
TUALATIN

Recommendations – 2025

- PTA25-0001/PMA 25-0001
- Adoption of the 2045 Transportation System Plan (TSP) and corresponding amendments relevant to Comprehensive Plan policies and Development Code regulations.
- The Planning Commission recommended (5-0) that the Council adopt the proposed amendment, finding it in conformance with the Tualatin Comprehensive Plan.



CITY of
TUALATIN

Recommendations - 2025



- PTA 25-0002 - A city-initiated amendment to the Tualatin Development Code to comply with state-mandated rulemaking known as Climate Friendly and Equitable Communities (CFEC), Walkable Design Standards.
- The amendment included a variety of code amendments designed to improve neighborhood connectivity, site design standards for commercial and mixed-use developments, and design standards related to auto-oriented uses.

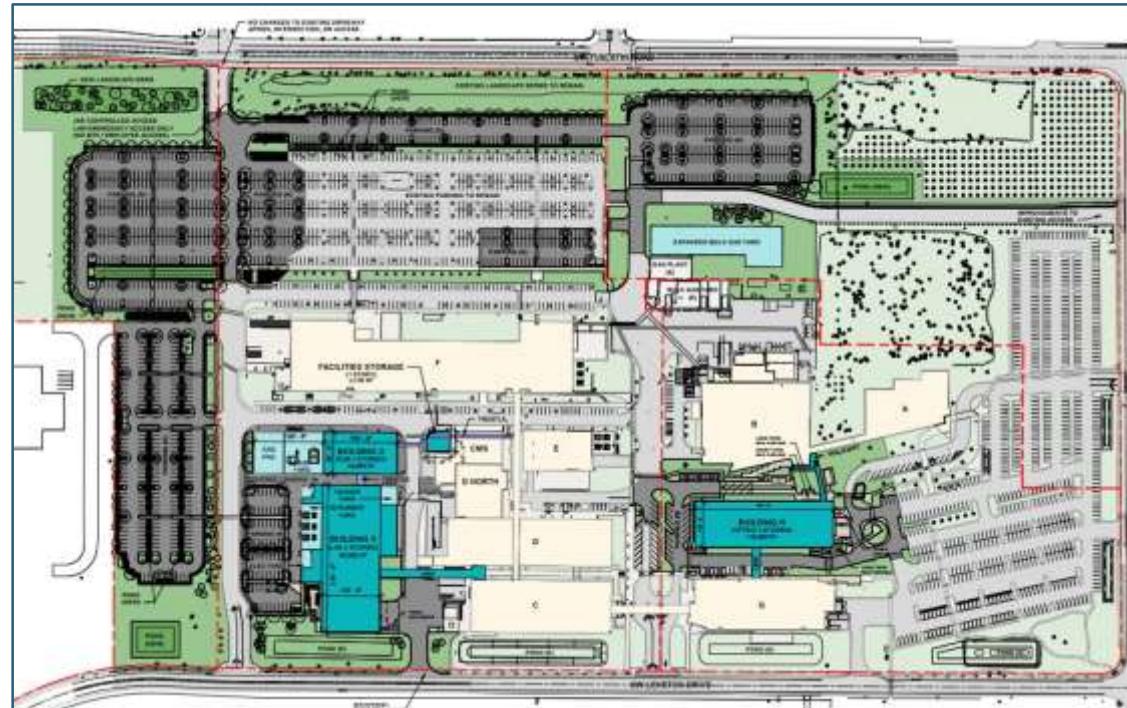


CITY of
TUALATIN

Decisions - 2025



- **IMP 24-0001** - Industrial Master Plan review to amend the setbacks, parking lot landscaping, and building height standards memorialized under IMP 22-0001. The Planning Commission voted unanimously to approve the IMP (6-0).



CITY of
TUALATIN

Decisions - 2025



- **CUP25-0001** – Conditional Use Permit to allow a new water storage reservoir and pump station on a 4.75-acre site in the Low Density Residential (RL) Planning District for property located at 22675 SW 108th Avenue. The Planning Commission votes unanimously (5-0) to approve the Conditional Use Permit.
- **CUP24-0002** – Conditional Use Permit for a building, heating, and electrical contractor’s office with on-site storage of equipment/materials on a 1.44-acre site in the Light-Manufacturing (ML) zone and specifically located at 18520 SW 108th Avenue. The Planning Commission voted unanimously (7-0) to approve the Conditional Use Permit.



CITY of
TUALATIN

Board & Committee Summit

- On December 10, 2025, Commission Members participated in the first Board and Committee Summit. The summit brought together the City's eight different boards and committees for the purpose of sharing perspectives on the community's strengths, challenges, and opportunities prior to heading into the new year

Staff Updates to Planning Commission

- A presentation to introduce a project to update the Tualatin Development Code to comply with Oregon Revised Statutes (ORS) 197A.400 requirements related to clear and objective standards for housing.
- A presentation on the Downtown Revitalization project which included introducing project goals and information on the process and project timeline.
- A presentation of the 2024 Tualatin Planning Commission Annual Report



CITY of
TUALATIN

Look Ahead to 2026



- Development Code Updates to comply with state requirements related to clear and objective standards for housing
- Annual Code Clean-Up – first in what will be an annual update of the Development Code to address minor, policy neutral, amendments.
- Contextualized Housing Need (CHN) Analysis and Housing Capacity Analysis (HCA) - A comprehensive approach to calculating housing supply and buildable land capacity to help Oregon cities better understand their housing inventory so that they can better plan to accommodate future housing needs for all residents
- Food Cart Pods – design standards, use allowances



CITY of
TUALATIN

Questions?



CITY of
TUALATIN



2025 ANNUAL REPORT
TUALATIN PLANNING COMMISSION

May 11, 2026

Planning Commissioners:

Janelle Thompson, Chair
Zach Wimer, Vice Chair
Randall Hledik
Ursula Kuhn
Justin Lindley
Rae Nicnevin
Allan Parachini

2025 ANNUAL REPORT OF THE TUALATIN PLANNING COMMISSION

BACKGROUND

The Tualatin Planning Commission (TPC), formerly the Tualatin Planning Advisory Committee, was established on July 26, 1976 (Ord. 1339-12 and Ord. 342-76). The Planning Commission's membership, organization, and duties are prescribed in Tualatin Municipal Code Chapter 11-1. The Planning Commission is the official Committee for Citizen Involvement in accordance with Statewide Land Use Planning Goal 1, Citizen Involvement. This annual report covers activities conducted by the Planning Commission in 2025.

This report serves to satisfy Tualatin Municipal Code Chapter 11-1-080 which requires an annual report of the activities of the TPC to be filed with the City Council.



Current Tualatin Planning Commission Members (left to right) Ursula Kuhn, Zach Wimmer, Allan Parachini, Rae Nicnevin, Randall Hledik, Janelle Thompson, Justin Lindley

CITIZEN INVOLVEMENT AND INPUT

The Planning Commission is Tualatin's official committee to fulfill Goal 1: Citizen Involvement of Oregon's statewide land use planning program. The purpose of Goal 1 is to develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the land use planning process. Goal 1 is specific to land use and involving citizens in land use decisions. The Planning Commission serves two functions in Tualatin's land use planning program. Their first and original function is to serve as an advisory committee to the City Council by reviewing and making recommendations on Plan Text and Plan Map Amendments (PTA and PMA). Plan amendments implement policy direction and are essentially legislative decisions. The second function of the Planning Commission is decision-making authority over a specified set of quasi-judicial land use decisions. In other words, the Planning Commission has the authority to approve or deny projects tied to specific properties.

At all Planning Commission meetings, community members are given the opportunity to make comments either in writing or verbally at the public meeting prior to the Planning Commission making a recommendation to the City Council. All Planning Commission meetings, regardless of the agenda items, are published on the City's website. Lastly, the Planning Commission provides space on each agenda for community members to comment on items not on the agenda that are within the Planning Commission's purview. Additionally, Community Development staff meet with the Citizen Involvement Organization Land Use Officers on a quarterly basis. The purpose of these meetings is to provide updates on land use items such as projects under construction, upcoming decisions and long-range planning. These meetings are held directly before the Planning Commission meetings, and they provide a forum for CIO officers to ask questions and get more information about community development processes.

PLANNING COMMISSION MEETINGS

In 2025, the Planning Commission met 7 times during the calendar year.

BOARD AND COMMITTEE SUMMIT

On December 10, 2025, Commission Members participated in the first Board and Committee Summit. The summit brought together the City's eight different boards and committees for the purpose of sharing perspectives on the community's strengths, challenges, and opportunities prior to heading into the new year.

PLANNING COMMISSION RECOMMENDATIONS

The Planning Commission's role as an Advisory Committee to City Council involves making recommendations to Council on legislative items such as Plan Map and Plan Text Changes (PTA/PMA). In 2025, the Planning Commission made a recommendation to the City Council on the following items:

- PTA25-0001/PMA 25-0001 - Adoption of the 2045 Transportation System Plan (TSP) and corresponding amendments relevant to Comprehensive Plan policies and Development Code regulations. The Planning Commission recommended (5-0) that the Council adopt the proposed amendment, finding it in conformance with the Tualatin Comprehensive Plan. City Council approved the amendments on 9/11/25.

- PTA 25-0002 - A city-initiated amendment to the Tualatin Development Code to comply with state-mandated rulemaking known as Climate Friendly and Equitable Communities (CFEC), Walkable Design Standards. The amendment included a variety of code amendments designed to improve neighborhood connectivity, site design standards for commercial and mixed-use developments, and design standards related to auto-oriented uses. The Planning Commission recommended (5-0) that Council adopt the proposed amendment necessary to comply with OAR 660-012-0330. City Council approved the amendment on 11/24/25.

PLANNING ACTION ITEMS

In 2025, the Planning Commission reviewed the following quasi-judicial land use applications:

- IMP 24-0001 - Industrial Master Plan Review for property located at 11155-11361 Leveton Drive to amend the setbacks, parking lot landscaping, and building height standards memorialized under IMP 22-0001. The Planning Commission voted unanimously to approve the IMP (6-0).
- CUP25-0001 – Conditional Use Permit to allow a new water storage reservoir and pump station on a 4.75-acre site in the Low Density Residential (RL) Planning District for property located at 22675 SW 108th Avenue. The Planning Commission voted unanimously (5-0) to approve the Conditional Use Permit.
- CUP24-0002 – Conditional Use Permit for a building, heating, and electrical contractor's office with on-site storage of equipment/materials on a 1.44-acre site in the Light-Manufacturing (ML) zone and specifically located at 18520 SW 108th Avenue. The Planning Commission voted unanimously (7-0) to approve the Conditional Use Permit.

STAFF UPDATES TO THE PLANNING COMMISSION

Staff brought several informational items to the Planning Commission in 2025 including:

- A presentation to introduce a project to update the Tualatin Development Code to comply with Oregon Revised Statutes (ORS) 197A.400 requirements related to clear and objective standards for housing.
- A presentation on the Downtown Revitalization project which included introducing project goals and information on the process and project timeline.
- A presentation of the 2024 Tualatin Planning Commission Annual Report

LOOK AHEAD TO 2026

- Development Code amendments to comply with state requirements related to clear and objective standards for housing.
- Code Clean-up – first in what will become an annual update of the TDC for minor, policy neutral, amendments.
- Food Cart Pods – design standards, use allowances.
- Contextualized Housing Need (CHN) Analysis and Housing Capacity Analysis (HCA) - a comprehensive approach to calculating housing supply and buildable land capacity to better understand housing inventory so that we can better plan to accommodate future housing needs for all residents.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Lindsay Marshall, Management Analyst, Public Works

DATE: May 11, 2026

SUBJECT:

Resolution #5955-26 Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for Recycled Water

RECOMMENDATION:

Staff recommends approval of Resolution #5955-26

EXECUTIVE SUMMARY:

WMCP

In November of 2024, the City of Tualatin submitted the Water Management and Conservation Plan (WMCP) to the Portland Water Bureau (PWB) in accordance with wholesaler water contract. WMCPs provide an opportunity to develop a strategy for managing water supplies in the most efficient manner possible and for meeting existing and future demands. A WMCP is considered a long-term water management and conservation tool which includes evaluation of different conservation and management actions that suppliers can undertake. Per the wholesale contract, the City is only required to complete Chapter 3: Water Conservation Element, which is submitted to the PWB every five years. Completing Chapter 3 of a WMCP not only fulfills our contractual obligation to PWB, but also aligns with the City's Climate Action Plan Action 4.1.7 (Establish citywide water conservation program) and identified City Council interests.

The water conservation element has two main measures (basic and enhanced) and two main components, each which include benchmarks (specific actions that a water supplier commits to doing, along with a schedule to implement and/or carry out the water conservation activities within the next five years). For the enhanced *Reuse, Recycling, Non-Potable Opportunities* measure, where water suppliers evaluate and consider implementing programs to make use of water reuse, water recycling, and non-potable water opportunities, the City's proposed benchmark was to explore opportunities for recycled water use via "Purple Pipe."

Recycled Water - "Purple Pipe"

Water reuse is the process of capturing wastewater, stormwater, or gray water, and cleaning it to provide one or more community benefits. Water reuse is often used interchangeably with recycled water. In Oregon recycled water is commonly used for irrigating green spaces and farmland, industrial processes, and habitat restoration.

Clean Water Services (CWS) is a leader for water reuse in Oregon, producing 125 million gallons of recycled water annually. CWS produces the highest level of non-potable water called Class A water, which undergoes a three-step process where it is filtered, cleaned and disinfected to meet state regulations. Class A water is safe for many of the same uses as ground and surface water; it looks and smells like tap water, but it is not treated

for human consumption. Most of the recycled water is returned to the Tualatin River, but some is used for irrigation. When used for irrigation, recycled water is often identified by signage and purple sprinkler heads and pipes (hence the nickname “Purple Pipe”).

Recycled water has many community benefits, including cost effectiveness when compared to potable water usage rates, watershed health, reduced dependence on drinking water for non-consumption purposes, and more control and flexibility in supply. Relying on potable water for non-consumption usage will become more expensive as our communities grow and summers become longer and drier. Recycled water provides a sustainable alternative that is more cost effective in the long term.

OUTCOMES OF DECISION:

The IGA allows CWS to construct and maintain purple pipeline and deliver water to the NE section of Tualatin Community Park. The City will use recycled water for irrigation of Tualatin Community Park, as appropriate, and pay \$1.00 per hundred cubic feet during terms of the agreement. This IGA specifically outlines connections to the NE section, while the continued expansion of “Purple Pipe” to remainder of Tualatin Community Park and beyond will be specified in future agreements with CWS.

ALTERNATIVES TO RECOMMENDATION:

Council can choose to not approve the resolution and recycled water will not be connected in the NE corner of Tualatin Community Park.

FINANCIAL IMPLICATIONS:

CWS will pay for the construction and maintenance of the recycled water connection. The City will pay \$1.00 per hundred cubic feet (CCF or unit) during terms of the agreement.

In 2026, the City used 847 units irrigate the NE portion of Tualatin Community Park. Assuming similar irrigation and forecasted wholesale water rate increases over the next five years (\$2.788/unit in FY 26/27 to \$7.319/unit in FY 31/32), the City will spend approximately \$21,602 to irrigate the NE portion of the park with potable water. However, if the City is able to use recycled water, exclusively, to irrigate that same area, the City would spend \$4,235. This represents an 80% cost savings.

SUPPORTED PLANS AND PRIORITIES

This IGA directly supports:

Tualatin’s Climate Action Plan, Action 1.1.9 “Support Clean Water Services in implementing the strategies included in their Thermal Load Management Plan. This program serves to help maintain the Tualatin River Watershed and mitigate the urban heat island effect by providing shade to reduce stream temperatures and diverting effluent through projects like purple pipe.”

2026 Tualatin City Council Priorities, Action 5.6 “Explore expansion of sustainable maintenance practices on City facilities, parks, and managed lands.”

Water Management Conservation Plan, Enhanced Measure *Reuse, Recycling, Non-Potable Opportunities* (this measure is also supported by Tualatin’s Climate Action Plan 4.1.7).

ATTACHMENTS:

- Resolution #5955-26 Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for Recycled Water
- Presentation – Recycled Water IGA
- City of Tualatin Purple Pipe IGA_Draft



Purple Pipe IGA

April 27, 2026

Water Management and Conservation Plan



1. Describes the water system and its needs
2. Identifies its sources of water
3. Explains present and future management/conservation needs



Why do we need one?



Required by the City's contract with the Portland Water Bureau (OAR 690-086)



Climate Action Plan (Action 4.1.7)



Identified Council Interest

Ch. 3 – Water Conservation Element



Basic Measures - Required of All Suppliers

Enhanced Measures - Required of Select Suppliers

Benchmarks - Specific water conservation actions that a supplier commits to doing within the next five years.



Enhanced Measure



Measure - Reuse, Recycling, Non-Potable Opportunities

- Consider how reuse, recycling, and use of non-potable water could reduce the need for raw water.

Proposed Benchmark

- Explore expanding the CWS Durham Treatment Plant's Purple Pipeline.



Why Explore Purple Pipe?



Tualatin currently uses potable water for irrigation

- Recycled water would be appropriate and more cost effective

CWS Durhman Treatment Plant

- Produces recycled water and can deliver to these areas

Supports

- Climate Action Plan 1.1.9
- Council Priority 2026 Action 5.6
- WMCP Enhanced Conservation Measure (Reuse)

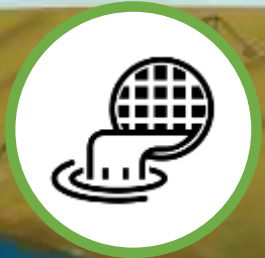


How Water Reuse Began at CWS (The Why)

- 1991: Regulatory strategy, TMDL phosphorus
 - 1 MGD peak
 - Stable program for past 30 years
- 2013-2019: Pure Water Brew moves from an idea to approved for commercial use (One Water)
- 2020s: Regulatory strategy – thermal management
 - Expand program to 15 MGD
 - Environmental restoration
 - Partnership-driven
 - Diverse water management



Program Objectives



**Keep thermal energy
out of the river**

Agriculture: Transfer/Exchanges

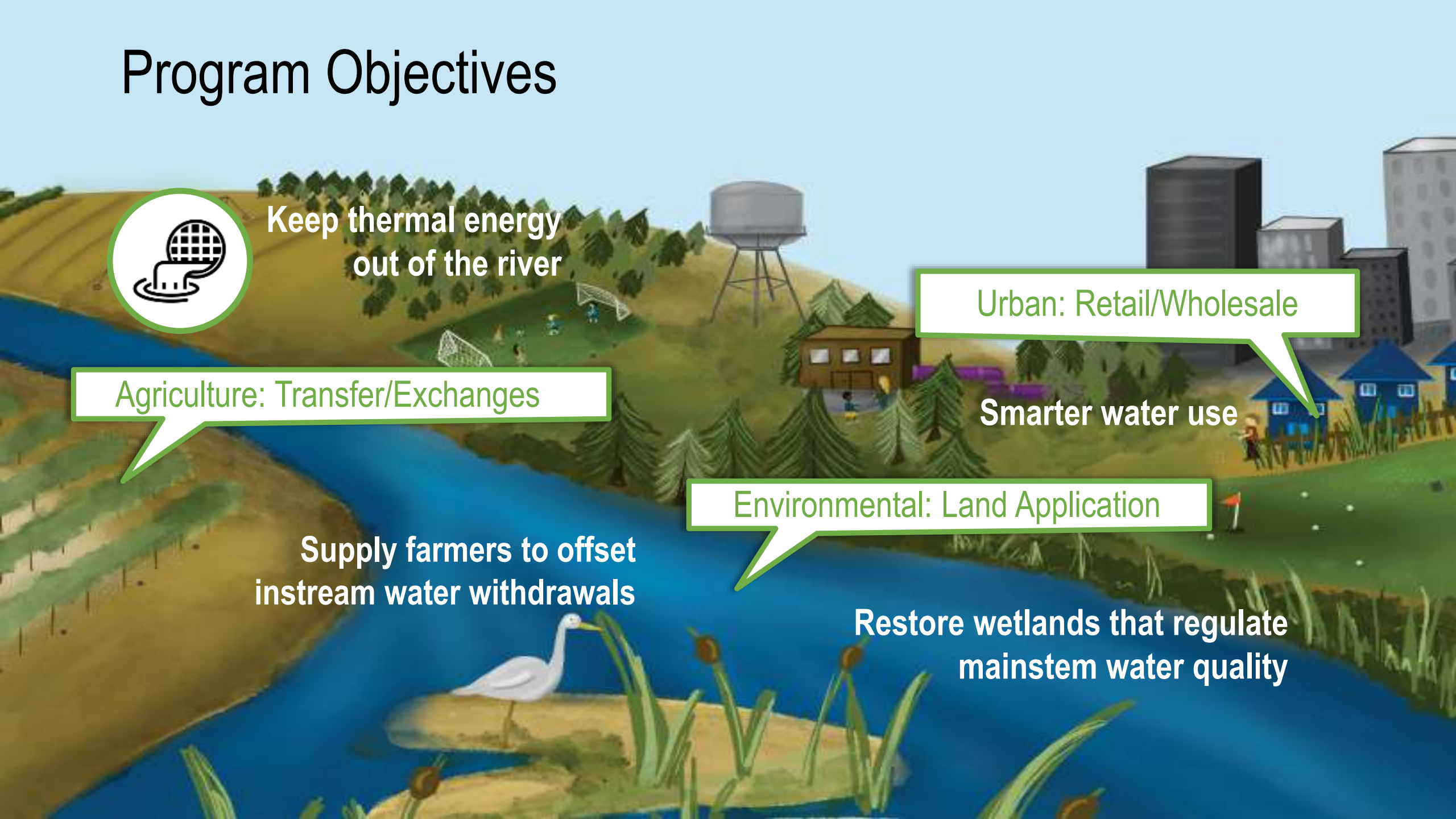
**Supply farmers to offset
instream water withdrawals**

Environmental: Land Application

**Restore wetlands that regulate
mainstem water quality**

Urban: Retail/Wholesale

Smarter water use



Numerous Benefits



**Watershed
Protection**

**Smarter
Potable Water
Use**

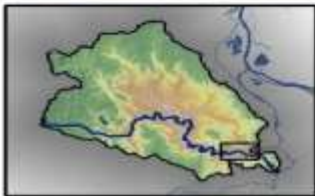
**Temperature
Compliance**

Cost Savings

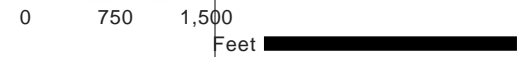
**Restoring
Natural Areas**




**Climate
Impact
Resilience**

**Protecting
Habitat**



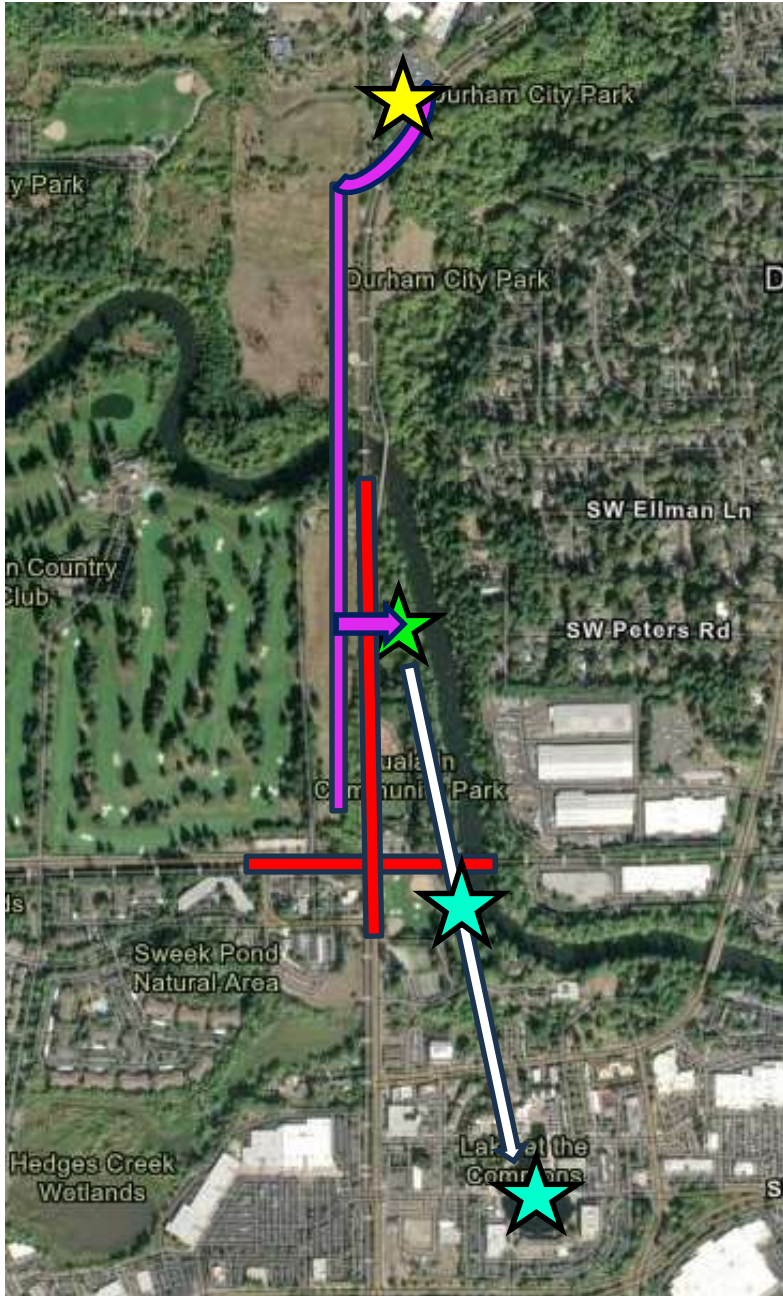
Clean Water Services - Recycled Water Use Plan
 Class A Recycled Water from Durham WWTf



- Recycled Water Application Site
-  District-Owned Property
-  Recycled Water Customer
-  Wastewater Treatment Facility

1T
 Clean Water Services

Coordinate System: GCS North American 1983 N. Projection: NAD1983HARNStatePlane Oregon North FIPS 3601 Feet Unit Source: Ocean World Services, Last Saved By: BakerR on 1/11/2021 11:11 PM. Total Data: C0014 Oregon Metro www.oregonmetro.gov Disclaimer: This map and the data represented are not authoritative and are subject to change. This was created for reference and is not intended as a definitive property description. All users of this information assume separate responsibility for use before commencing any plan, design, construction, or other activities. Further, there are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, concerning this information.



Currently...



Durham Treatment Plant



Current Location of Purple Pipe



TCP Purple Pipe Stub



Railroad



Future Purple Pipe Connections

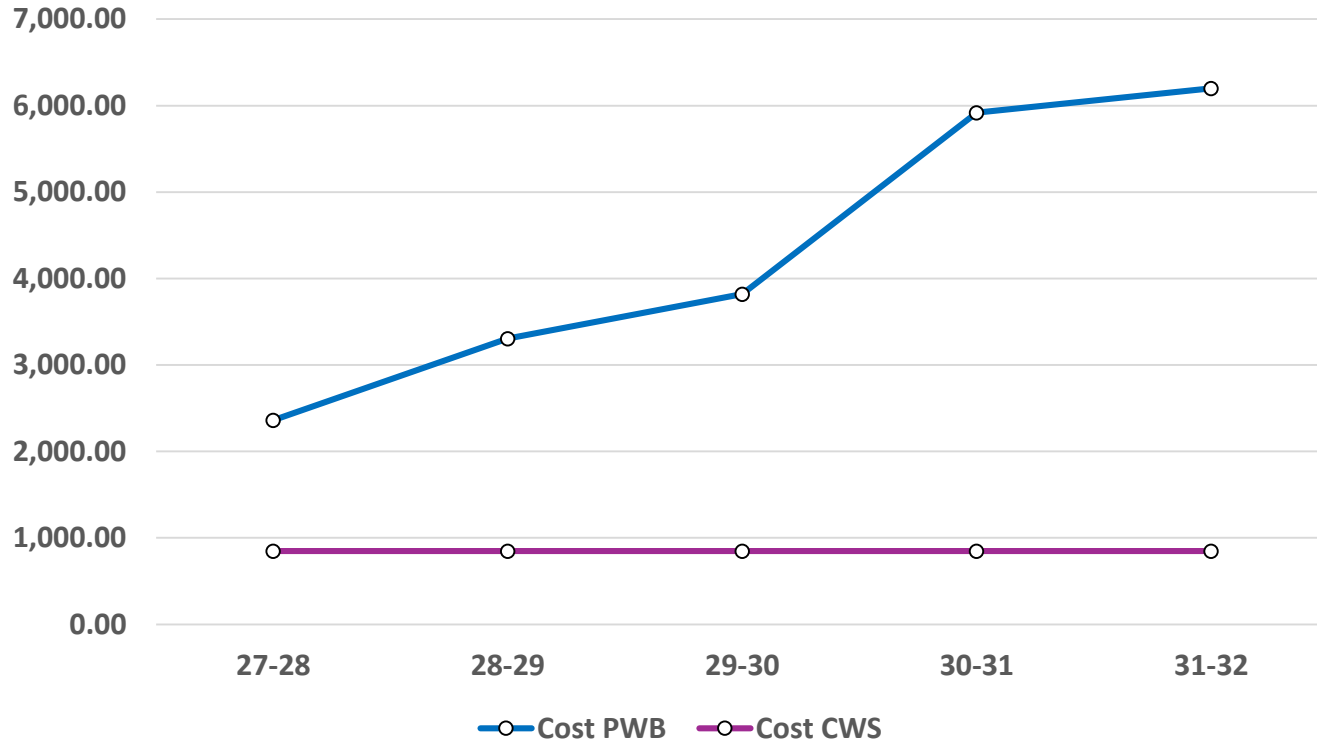


Future Location of Purple Pipe

City's Cost Benefit of Purple Pipe



TCP Total Irrigation



~5 year Percentage Savings = 80%

~5 year Cost Savings = \$17,367



Purple Pipe IGA



IGA allows CWS to:

- Construct, connect, and maintain purple pipeline to NE section of TCP

IGA allows City to:

- Use recycled water for irrigation in the NE section of TCP
- Pay \$1.00 per hundred cubic feet during terms of the agreement

Request:

- Approve Resolution #5955-26 Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for Recycled Water



RESOLUTION NO. 5955-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR RECYCLED WATER

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

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

WHEREAS, ORS 190.010 authorizes the City of Tualatin to enter into an intergovernmental agreement with Clean Water Services for the provision of recycled water; and

WHEREAS, the City owns, operates, and maintains Tualatin Community Park, which has an irrigation system where potable water is currently used for irrigation; and

WHEREAS, Clean Water Services owns, operates, and maintains the Durham Advanced Wastewater Treatment Facility, which is capable of producing recycled water; and

WHEREAS, Clean Water Services owns, operates, and maintains pipelines that are capable of delivering recycled water to the Park and the City desires and CWS agrees to supply recycled water to the Park; therefore,

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

Section 1. The City Manager is authorized to execute the intergovernmental agreement with Clean Water Services, which is set forth in Exhibit A and is incorporated by reference, and further authorized to make administrative modifications thereto.

Section 2. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 11 day of May 2026.

CITY OF TUALATIN OREGON

ATTEST

BY _____
Mayor

BY _____
City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES AND
CITY OF TUALATIN
FOR TUALATIN COMMUNITY PARK RECYCLED WATER CONNECTION**

THIS AGREEMENT is entered into this _____ day of _____, 2026, by and between Clean Water Services (District) and the City of Tualatin (City).

RECITALS

1. City owns, operates, and maintains Tualatin Community Park (Park). The Park has an irrigation system. Potable water is currently used for irrigation.
2. District owns, operates, and maintains the Durham Advanced Wastewater Treatment Facility (Facility). The Facility is capable of producing recycled water (RW).
3. District owns, operates, and maintains pipelines that extend from the Facility to the Park. The pipelines are capable of delivering RW to the Park.
4. City desires and District agrees that District will supply RW to the Park. City agrees to use RW at the Park as the City determines is needed in its sole discretion.
5. The parties are authorized by ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is for a period commencing _____, 2026 and ending , 2031, (Expiration Date) unless otherwise terminated or extended as allowed herein. Upon the Expiration Date and annually thereafter, this Agreement will automatically renew for a one year term unless either Party provides written notice at least 180 days before the Expiration Date or any subsequent renewal Expiration Date.
2. Construction of Connection. District shall construct, maintain and repair (as needed) a connection between District's pipelines and the Park irrigation system at the northeast corner of the Park (Connection) to allow RW to be delivered to the Park. City shall allow District access to the Park to perform the required construction, maintenance or repair. Any areas of the Park impacted by the construction, maintenance or repair shall be returned as near as is reasonable to

original conditions following District's completion of its construction, repair or maintenance activities.

3. Delivery of Recycled Water. District shall deliver RW to the Connection. District shall be responsible for the pipelines from the Facility to the Connection. RW shall be available for use to the Park on demand subject to availability and subject to all the terms and conditions of this Agreement.

4. Recycled Water Pressure. City recognizes that RW pressure in District's pipelines might not be adequate for Park use and that City might need to modify system in the Park (at its sole cost and expense) to operate irrigation system effectively.

5. Land to Receive Recycled Water. City shall use RW only for Park irrigation. City's use of RW must comply with OAR 340, Division 55. This agreement is in no way intended to preclude the City from using non RW sources throughout the park as desired by City.

6. Price of Recycled Water. The price for RW shall be \$1.00 per hundred cubic feet during the term of this agreement.

7. District's Right of Entry/Inspection. City hereby grants District, District's duly authorized employees, agents, representatives and contractors, reasonable access to the Park to install, repair or maintain any necessary ground water quality monitoring equipment and to make any necessary inspection, including, but not limited to, meter reading and verification of RW use. District shall interfere as little as possible with City's use and enjoyment of the Park and will repair any damage caused by its activities in the park to pre-existing conditions. With the exception of meter reading, soil/water testing or an emergency, shall provide at least 72 hours' notice prior to its planned entry.

8. Soil/Water Testing. District may collect soil and/or water samples from those portions of the Park that utilize RW. District will test any samples collected for compliance with applicable regulations. District shall perform the tests as often as required by the regulations. A copy of the soil and /or water analysis report will be given to City. The costs of all testing and reporting shall be borne by the District.

9. City to Maintain Fertilizer/Pesticide Records. City agrees to keep and maintain written records of all fertilizers and pesticides applied to portions of the Park that receive RW. The records shall contain the name of the substance applied, the date, method and amount of the application, and the name of the applicator. The records shall be made available to District upon request.

10. Conditions Suspending Duty to Deliver Recycled Water. District may suspend delivery of RW if delivery is prevented by a cause outside of District's control, including, but not limited to, Acts of God, shortage of RW, malfunction or upset of District's system, actions of a third party, order of a governmental regulatory authority, or if District determines that the RW poses a significant risk of harm to public health or safety, or if District determines, in good faith, based upon the advice of counsel, that any aspect of the parties' performance hereunder may be

contrary to law. District may cease providing RW if the Oregon Department of Environmental Quality or District determines that the requirements of OAR Chapter 340, Division 55 are not being met. District will provide notice to the City of the suspension of delivery of RW and the basis for the suspension as soon as possible, but in no event more than 48 hours after the suspension was invoked.

11. Restrictions Governing Use of Recycled Water. City understands that RW is not potable. Accordingly, City shall use RW for irrigation only and shall not sell, transfer or convey the RW to any other user. City shall at all times comply with the use restrictions concerning buffer zones, crop selection, harvesting, and methods of application contained in OAR Chapter 340, Division 55. City shall not directly release RW to any surface waters of the State of Oregon, including the Tualatin River or any of its tributaries. City shall prevent the RW from flowing into depressions or drainage ways that lead away from the Park, and shall not allow inundation of RW, thereby resulting in vector control problems. City shall not sell, assign, give or transfer any RW furnished under this Agreement to any person.

12. Public Safety/Warnings. City shall inform all of the City Park employees and agents who may be exposed to RW of any hazards associated with such exposure, and shall comply with the provisions of OAR Chapter 340, Division 55 concerning public access and warnings. District shall provide City with relevant information and materials for distribution to employees and agents upon execution of this agreement.

13. Recycled Water Quality. District shall use best efforts to ensure that the RW meets the criteria for Class A RW from the Facility, as defined in OAR Chapter 340, Division 55. District makes no other representation concerning the quality of the RW and makes no express or implied warranties whatsoever. District reserves the right to and shall interrupt delivery of RW based on any temporary good faith determination that water quality may not meet these criteria. District will provide reasonable notice to City in such event.

14. Water Rights. No water right is created by this Agreement. RW furnished under this Agreement shall be subject to Oregon Revised Statutes regarding "reclaimed water." City shall file a "Reclaimed Water Registration Form" as set forth in ORS 537.132.(2), covering the use of RW under this Agreement. City shall provide District with evidence of such filing, and shall renew or update such filings as required for the duration of this Agreement.

15. Compliance with Oregon Administrative Rules. City represents that City has read and understands OAR Chapter 340, Division 55. City shall report any and all violations of this Agreement or said administrative rules to District within 14 days upon discovery.

16. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.

17. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties,

and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

18. Resolution of Disputes. If any dispute arising out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's CEO/General Manager will attempt to resolve the issue. If the City Manager and District's CEO/General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.

19. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.

20. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

21. Termination/Default. This Agreement may be terminated by mutual written agreement of both parties. Either Party may terminate this Agreement in the event of any breach, default, violation or failure by the other Party to perform or satisfy any of its obligations arising under this Agreement that has not been cured within thirty (30) days after written notice from the non-defaulting Party. In addition to such termination and notwithstanding the resolution of disputes language above, the non-defaulting Party shall have all other remedies available to it at law and in equity including, without limitation, to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to the right to collect damages in an action at law. In the event such termination becomes necessary, the termination will become effective 14 calendar days after receipt of the termination notice. Each party shall be responsible for costs incurred as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel.

22. 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 paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

25. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability and indemnity shall survive the termination of this Agreement for any cause.

26. Approval Required. This Agreement and all amendments shall become effective when approved by 1) District's CEO/General Manager or the CEO/General Manager's designee and, when required by applicable District rules, District's Board of Directors and 2) the City Manager.

27. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington City, Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLEAN WATER SERVICES

CITY OF TUALATIN

By: _____
CEO/General Manager or Designee

By: _____
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

District Counsel