



TUALATIN CITY COUNCIL MEETING

MONDAY, DECEMBER 11, 2023

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, December 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: 861 2129 3664

Password: 18880

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

Work Session

- 1. 5:45 p.m. (30 min) – Washington County Supportive Housing Services Update.** Representatives from Washington County Department of Housing Services will present their annual report.
 - 2. 6:15 p.m. (15 min) – Water Service Reconnection Fee Discussion.** Staff will present the historical reasons for the water service reconnection fee, and factors to be considered when evaluating whether or not it is still practical to impose this fee in the future.
 - 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the December 11 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

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 November 27, 2023
- [2.](#) Consideration of **Resolution No. 5744-23** Authorizing an Agreement with Republic Services to Subcontract Regulated Medical Waste
- [3.](#) Consideration of **Resolution No. 5745-23** Authorizing the Manager to Execute a Settlement Agreement and Mutual Release; Execute Documents Necessary to Purchase Right-of-Way for the Construction of the Boones Ferry Corridor Sidewalk and Bike Lane (Phase 3) Project

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 Recycle+ Expanded Recycling Service, Provided by Republic Services
- [2.](#) Consideration of **Resolution No. 5739-23** Authorizing the City Manager to Execute a Memorandum of Understanding with Community Action Organization to Provide Eligibility Verification for a Low-Income Utility Bill Assistance Program

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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



Department of Housing Services

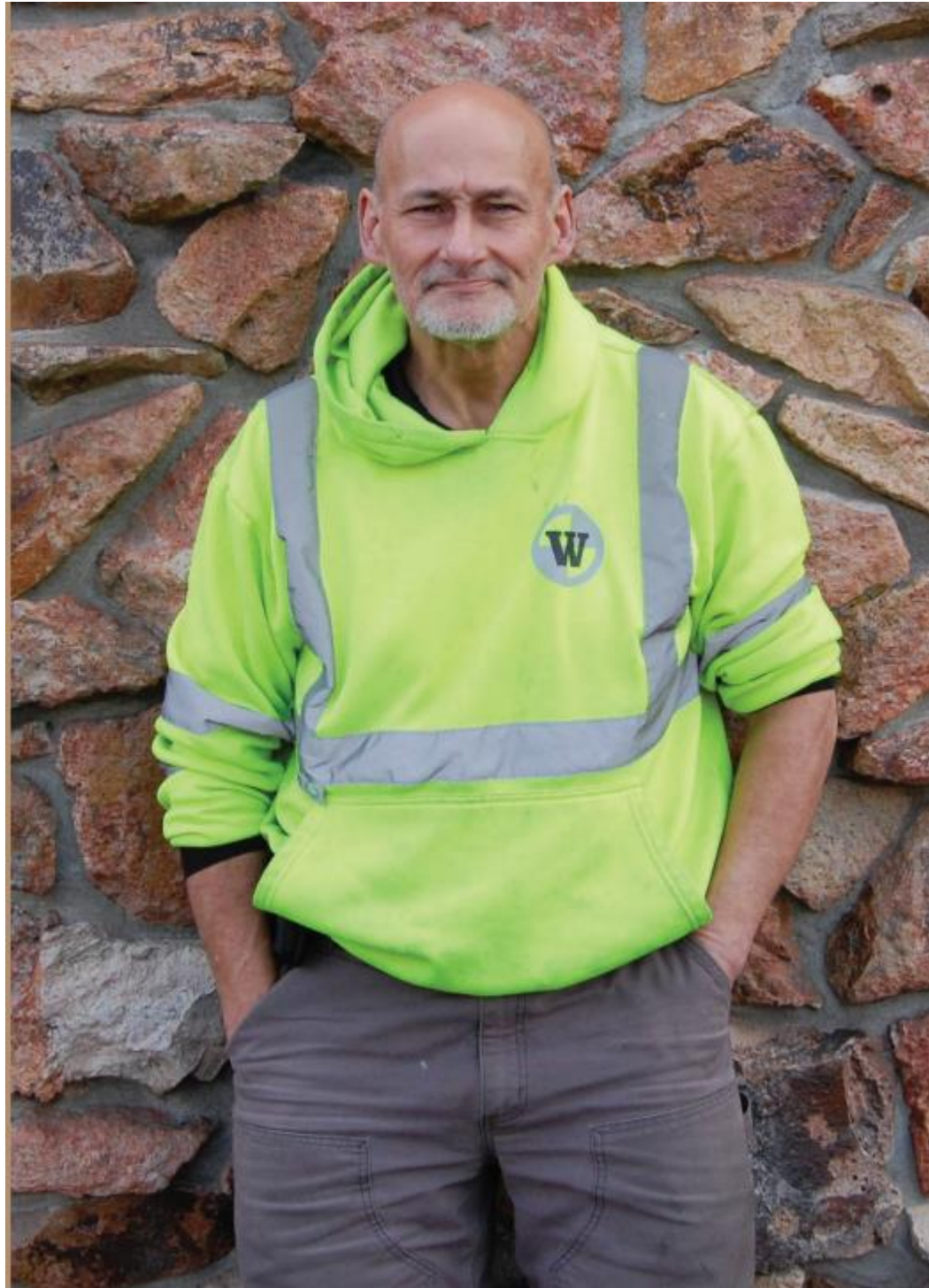
Washington County SHS Updates Tualatin City Council



| December 11, 2023



Stories of Hope: Russell's story



Russell experienced unsheltered homelessness

Dedicated outreach workers built a relationship with Russell

Engaged with Hillsboro Bridge Shelter program and is working with a housing case manager to find permanent housing

“I’m still getting used to not needing to check on my stuff, knowing it is safe inside. I slept outside for the better part of eight years.”

- Russell



Year 2 Highlights



1,385

Housing placements for previously homeless individuals (866 households)

1,137

Evictions prevented with emergency rent assistance (414 households)

2,522

Total People Served

84

Project based PSH apartments (Heartwood Commons & The Viewfinder)

220

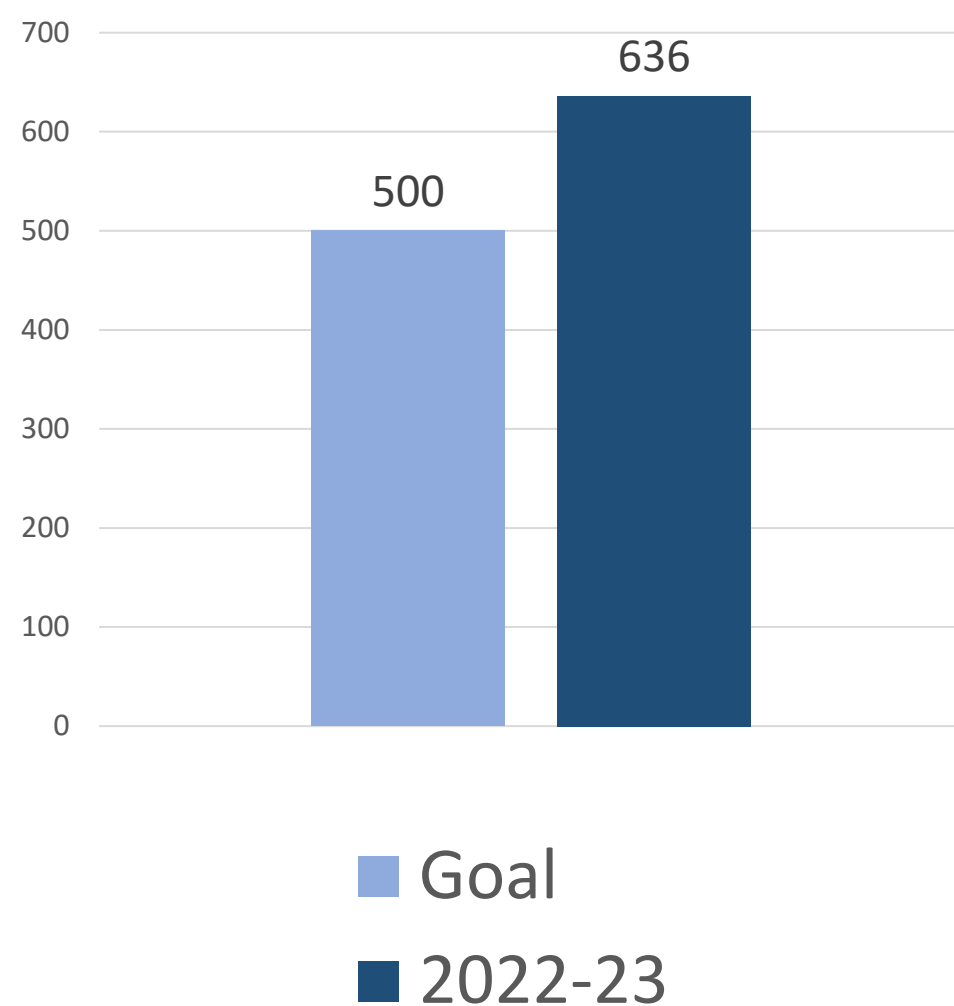
Shelter beds/rooms added.
Total capacity doubled to more than 400 shelter beds/rooms currently open



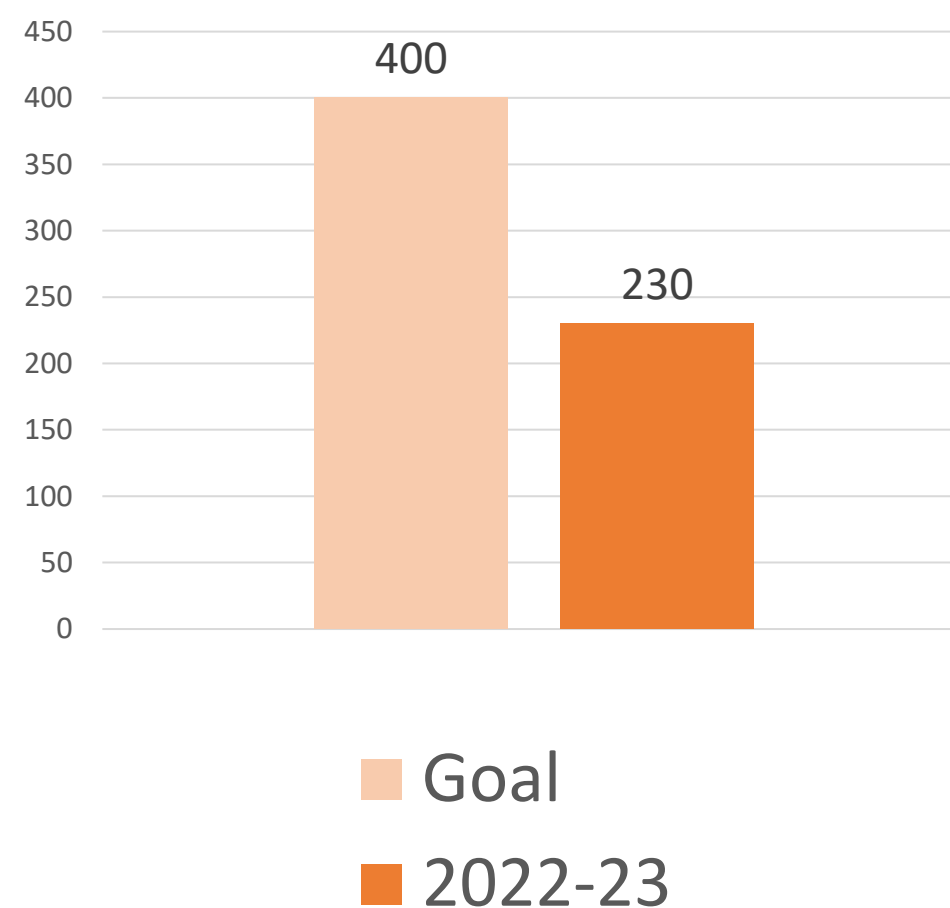
Housing Goals to Outcomes



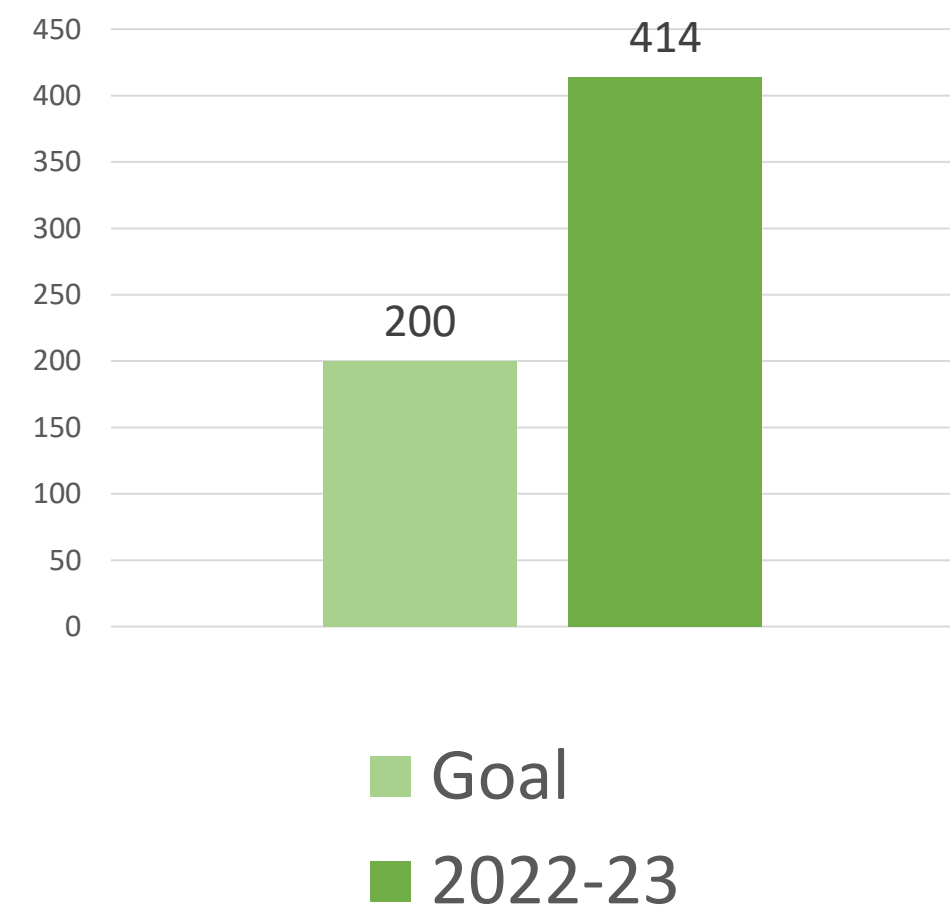
Housing Case Management System
(Permanent Supportive Housing)



Rapid Rehousing



Eviction Prevention

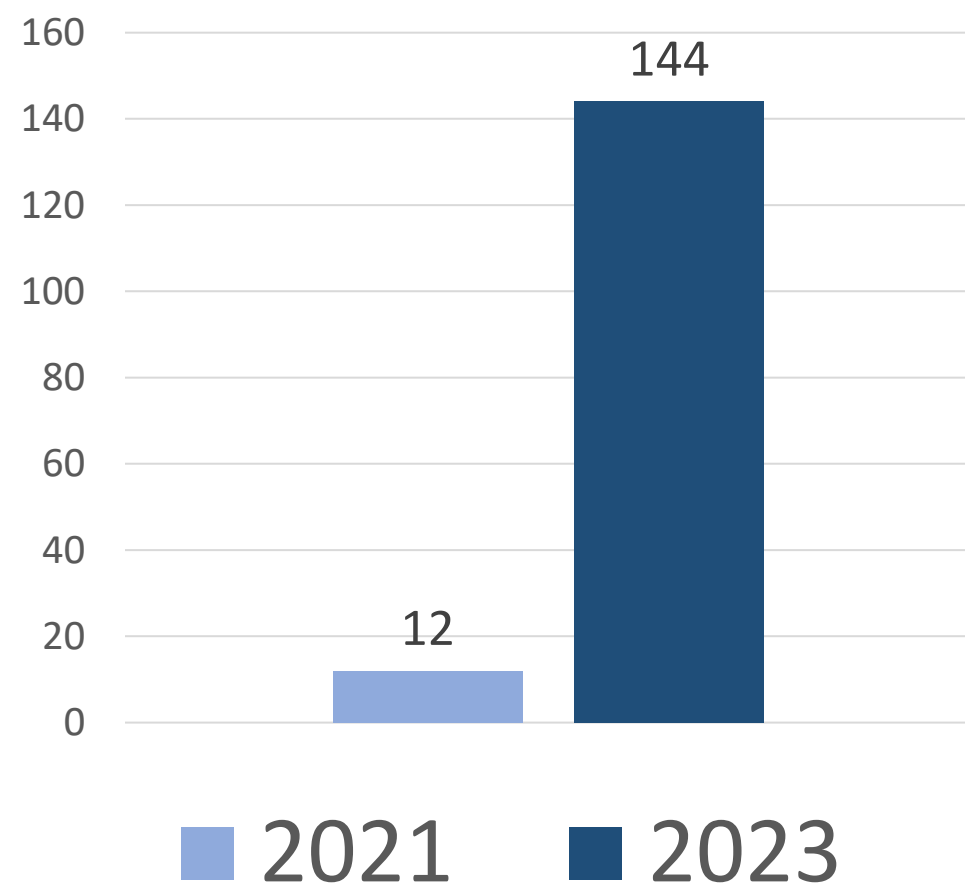




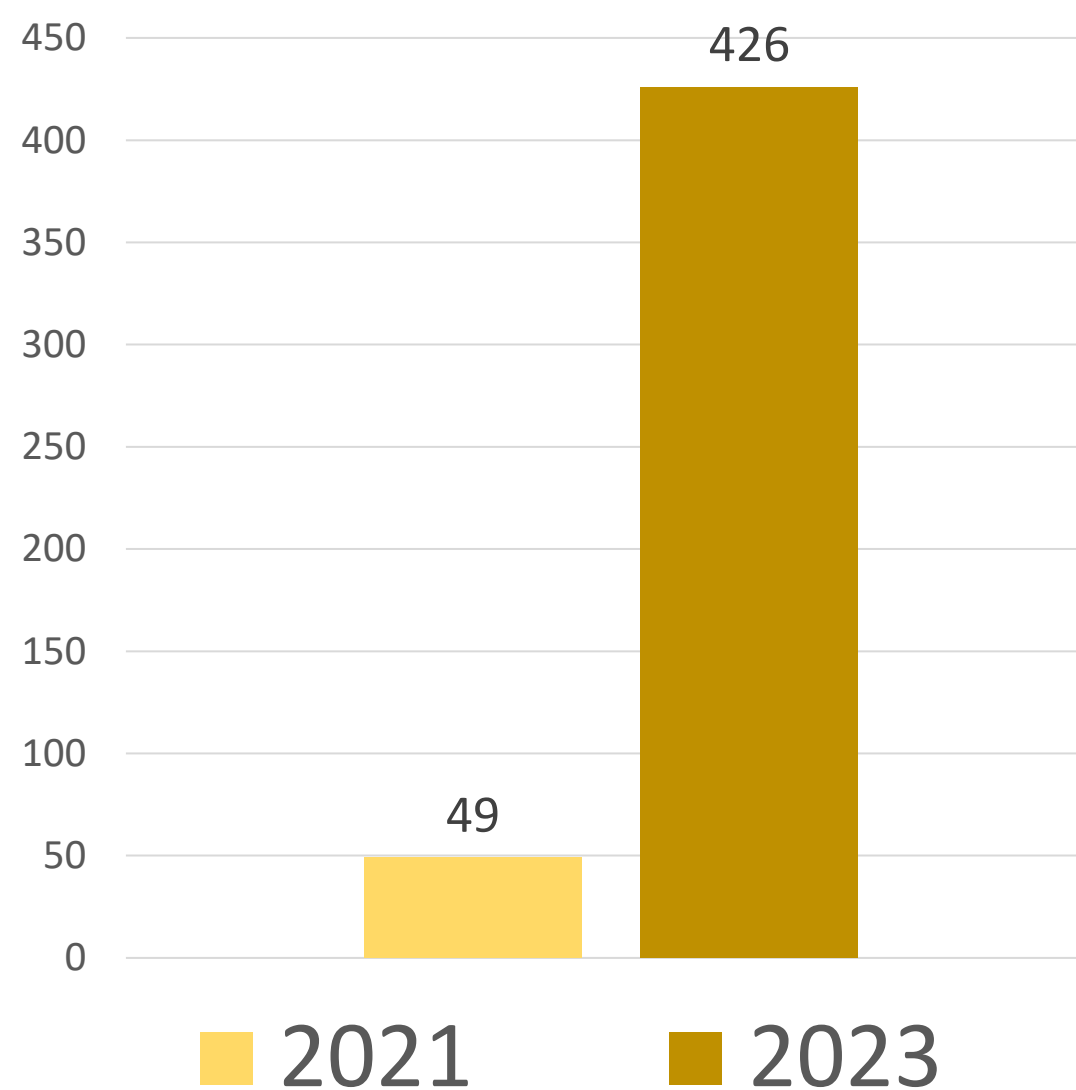
Building a system of care



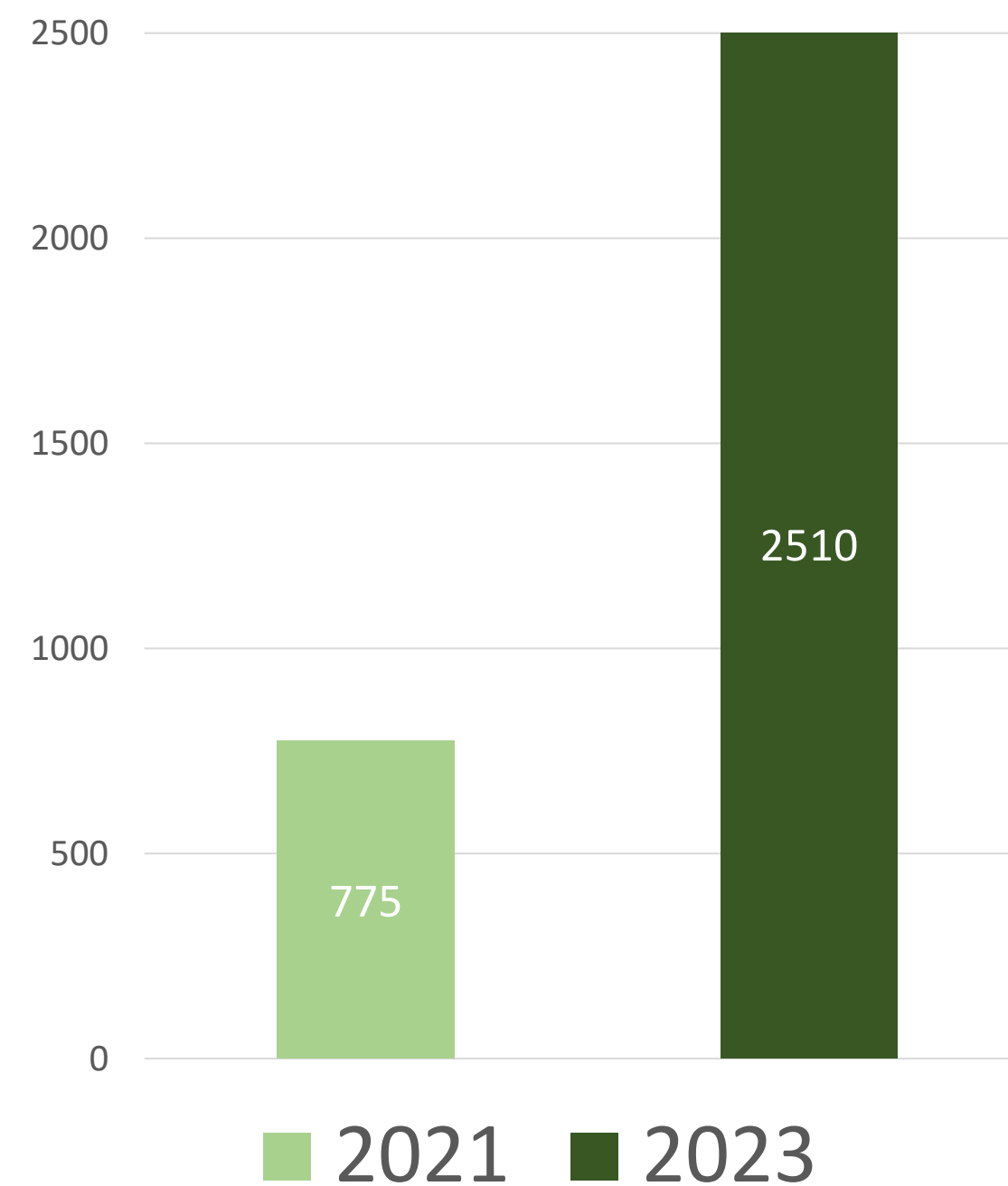
Case Managers/ Outreach Workers



Shelter Capacity



Housing Capacity





Shelter Program Outcomes

Scaled up year-round shelter capacity to **400+ beds or rooms**

- **Family Promise of Tualatin Valley** purchased Tigard hotel to serve 70 families
- Winter-only **shelters now open year-round**

Next Up: Beaverton shelter construction underway & 60 more shelter pods to open this winter





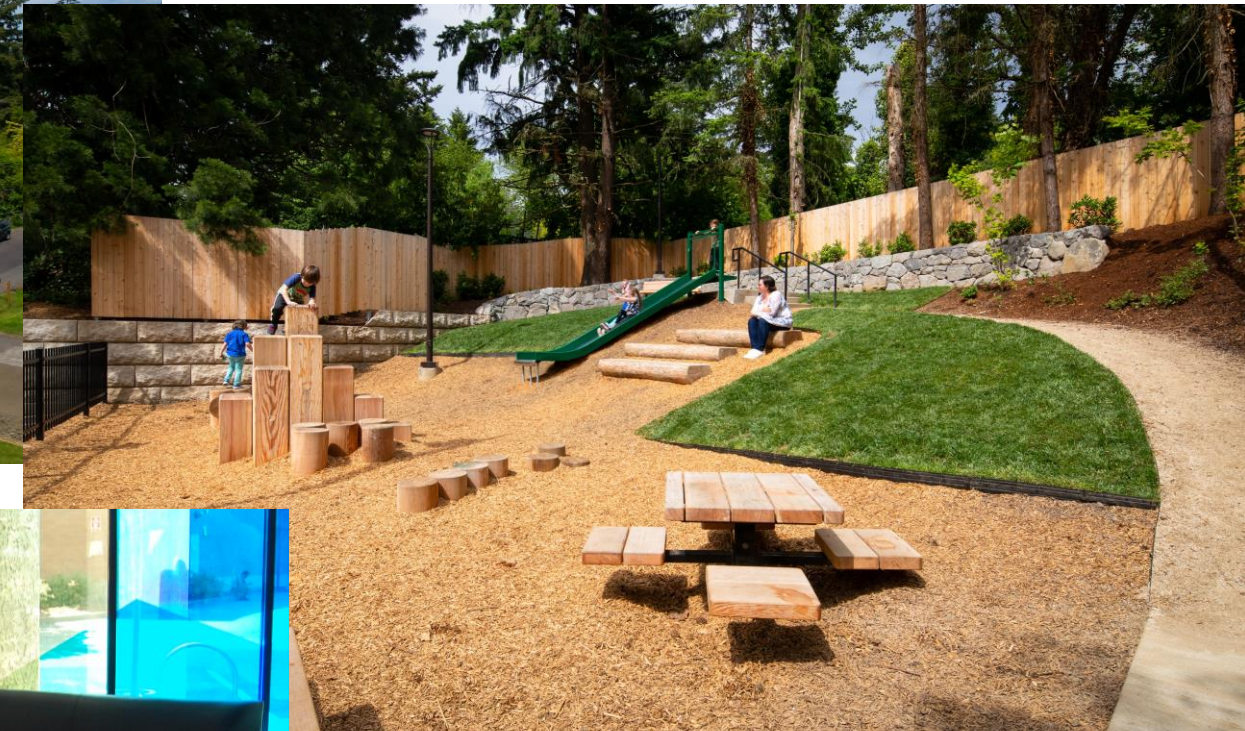
PSH in Affordable Housing



84 PSH homes with wrap-around services opened in last year

- **Heartwood Commons**, the first fully PSH building in Washington County

28 more PSH homes planned at The Opal





Strategies for System Alignment

Medical case conferencing with Health Share, Kaiser, and Providence

Housing Liaisons

- Health system programs
- Corrections systems
- Shelter system (Year 3)

Partnering with landlords

- Funding to create PSH and support tenants in new bond buildings
- Risk Mitigation Fund and incentives



Willow Grace, Project Homeless Connect Housing Liaison



Investments in Equity

Equity in our workforce

- staff diversity > general pop.
- 50% have lived experience
- \$46,000 - \$52,000 average salary
- Culturally specific orgs pay more!

Expanded culturally specific services:

- Virginia Garcia
- NARA
- Greater Good NW



Greater Good NW staff photo



Equity Analyses

On track with most communities

Especially reaching Latine families

Need to do better reaching Asian American families

Next Steps:

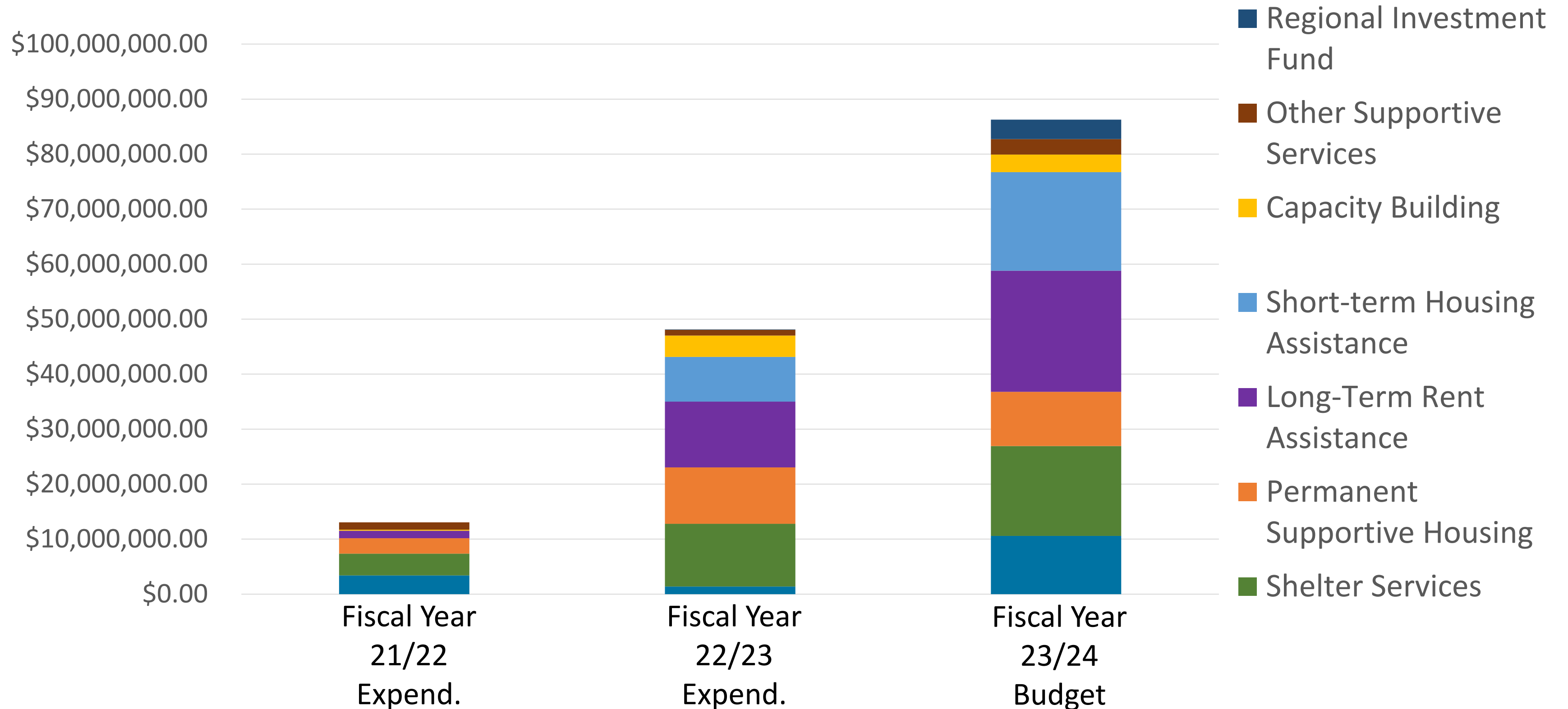
- Culturally Specific Cohort
- Equity training for workforce
- Analyze and address barriers for Asian American families



Maria Caballero Rubio, Centro Cultural director, at Casa Amparo Shelter



Financial Overview





Quality Improvements for Year Three



Expanding evaluation and monitoring
to build system efficiencies and cross
sector alignment

Continuous improvement

Scaling up programs and planning
for large system investments



Program participant opening her mailbox



Why we do this: Danica's story



PC: Lauren Everett, Metro

Danica started her career as a case manager connecting shelter guests with housing.

Now, she helps people who are already housed at Heartwood Commons as a resident services coordinator.

Danica brings services and resources to the building including free hair cuts, lending library partnerships, and community dinners.

“It’s not just that you aren’t homeless anymore... but that you are going home”



Department of Housing Services
www.washingtoncountyor.gov



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: December 11, 2023

SUBJECT:
Water Service Reconnection Fee Discussion

EXECUTIVE SUMMARY:

Tualatin Municipal Code (TMC) Chapter 3-03, Water Service, establishes fees, rates and charges for water service, including fees related to delinquent accounts. TMC 3-3-170 (5) allows for “an additional delinquency notification charge”, commonly known as a door hanger fee, “to cover the additional administrative expense”. Additionally, TMC 3-3-170 (6) states the “customer responsible for the water bill shall pay the service restoration fee as established by the Council before water service is restored.” The City Council sets the amounts for these fees as part of the utility rate setting resolution each year. The Delinquency Notification Charge is \$10.00 and the charge for restoration of service that has been terminated for delinquent bills is set at \$30.00.

Staff is proposing eliminating the restoration charge and is seeking feedback from the City Council. Staff will present the historical reasons for the fee and factors to be considered when evaluating whether or not it is still practical to impose this fee in the future.

If the City Council agrees with this proposal, staff will return with a code change in January 2024.



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: December 11, 2023

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of November 27, 2023

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of November 27, 2023
- City Council Regular Meeting Minutes of November 27, 2023



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR NOVEMBER 27, 2023

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

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

1. Record Council Holiday Greeting.

The Council recorded the holiday greeting.

2. Climate Action Plan / Draft Mitigation Actions.

Deputy Public Works Director Nic Westendorf, Management Analyst Maddie Cheek, JLA Public Involvement Consultant Jessica Pickul, and Climate and ESG Good Company Consultant Joshua Proudfoot presented the Tualatin Climate Action Plan: Mitigation Actions. Analyst Cheek explained the types of actions in the plan, outlining city roles as implementers, conveners, and support/advocates, and emphasized policy decisions. The plan is structured from broad to specific items, featuring 10 strategies addressing emission reduction potential and cost.

Consultant Pickul shared the results of an online open house, with 328 respondents, the majority expressing support for plan items. Consultant Proudfoot outlined the emissions reduction goal of achieving net zero by 2050, presenting a community-wide emissions inventory broken down by local and imported emissions sources. He shared the emissions forecast, emphasizing the 2050 goal of being net zero, and explained the strategies to achieve this.

Consultant Proudfoot introduced focus area four: bundling and energy use, noting commercial usage as the largest contributor. Consultant Pickul shared community feedback, with 53% expressing support for this focus area. Consultant Proudfoot detailed the strategies, including energy efficiency and conservation, a transition to 100% carbon-free electricity supply, transitioning to 100% renewable natural gas and clean hydrogen supply, electrification of space and water heating for new and existing buildings, and voluntary purchase of verified carbon offsets.

Consultant Proudfoot introduced focus area five: urban form and land use, receiving 61% support according to community feedback. He detailed strategies for dense future development, reducing vehicle miles traveled, and urban/community forestry for carbon sequestration. Consultant Proudfoot introduced focus area six: transportation-modes and fuel switching, with 61% community support, included strategies for fuel switching to electric vehicles and renewable fuels, active transportation, transit, and remote work options. He shared focus area seven: consumption-food and goods, with 65% community support, featuring strategies and action items for preventing emissions from food and goods.

Analyst Cheek outlined the next steps, involving finalizing the plan based on feedback, council adoption of the final plan, and implementation.

Councilor Brooks inquired about the measurement of CO2 equivalent units (CO2E). Consultant Proudfoot explained the measurement of greenhouse gases and how interventions, including offsets, contribute to reducing these emissions.

Councilor Brooks asked about the involvement of the Energy Trust and its interventions. Consultant Proudfoot clarified that Energy Trust serves all utilities and is widely used. Director Westendorf adding that the city has partnered with them in the past on projects.

Councilor Brooks expressed a desire for impactful resource utilization and sought more information on building-related initiatives, particularly the efficacy of white roofs.

Council President Pratt raised concerns about transitioning away from gas and its impacts on the electrical grid and the resulting demand. Consultant Proudfoot addressed this by discussing the capacity of the electrical grid and how demand fluctuates throughout the day.

Council President Pratt emphasized the need for the plan to evolve with advancing technology and stressed the importance of maintaining greenspace amid increasing density.

Councilor Hillier questioned community support related to biking and walking due to the lack of connections. Director Westendorf highlighted opportunities in new developments to enhance connections to services and improve safety for these modes of transportation.

Councilor Hillier inquired about best practices. Consultant Proudfoot emphasized keeping the message relatable and re-engaging the public as the city progresses with strategies.

Councilor Reyes expressed concerns about the costs associated with certain items and urged mindfulness about community expectations and associated expenses. Consultant Proudfoot assured that there are actions suitable for everyone, with tailored messaging for each community area.

Councilor Sacco inquired about PACE financing. Consultant Proudfoot noted it as a government-based program, suggesting collaboration with Energy Trust of Oregon for potential initiatives.

Councilor Gonzalez underscored the importance of education, advocating for incentive programs led by the city rather than placing the burden on property owners. He acknowledged the limited feedback received on the plan but noted the significance of moving forward.

Mayor Bubenik emphasized the inclusion of information on how residents can file for available credits in the education campaign.

Adjournment

Mayor Bubenik adjourned the meeting at 6:52 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR NOVEMBER 27, 2023

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 7:00 p.m.

Pledge of Allegiance

Announcements

1. New Employee Introduction- Police Officer Jake Fehringer

Police Chief Greg Pickering introduced Police Officer Jake Fehringer. The Council welcomed him.

2. New Employee Introduction- Parks Project Manager Kira Hein

Parks and Planning Manager Rich Mueller introduced Parks Project Manager Kira Hein. The Council welcomed her.

3. New Employee Introduction- Parks Maintenance Technicians Joshua Murche and Nico Koltzbach

Parks Maintenance Division Manager Tom Steiger introduced Parks Maintenance Technicians Joshua Murche and Nico Koltzbach. The Council welcomed them.

4. New Employee Introduction- Heidi Stanley, Creative Communications and Marketing Program Manager

Deputy City Manager Megan George introduced Creative Communications and Marketing Program Manager Heidi Stanley. The Council welcomed her.

Public Comment

Brett Hamilton voiced support for the Climate Action Plan but raised apprehensions about section 5.4.3, which involves transitioning from natural gas to electrical sources like heat pumps. He expressed concerns about potential strain on electrical grids, the need for home upgrades to accommodate the change, and potential noise issues from the units. Mr. Hamilton urged the Council not to compel a switch to heat pumps and suggested exploring geothermal solutions as an alternative.

Consent Agenda

Motion to adopt the consent agenda as amended 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

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of November 13, 2023
2. Consideration of **Resolution No. 5737-23** Increasing the Construction Contract Authorization Amount for the Hwy 99W (124th Ave to Pony Ridge Neighborhood) Project, part of the Tualatin Moving Forward Program
3. Consideration of **Resolution No. 5738-23** Declaring Certain Art Installations as Surplus Property and Authorizing a Loan of Installation
4. Consideration of **Resolution No. 5741-23** Authorizing the City Manager to Execute an Intergovernmental Agreement with the Oregon Commission for the Blind For Mutual Assistance and Cooperation in the Establishment, Operation, and Maintenance of Exclusive Refreshment, Concession, and Vending Services at City of Tualatin Facilities
5. Consideration of **Resolution No. 5743-23** Authorizing the City Manager to Opt the City Out of Dupont and 3M Class-Action Settlements Related to Drinking Water Contamination

General Business

1. Consideration of **Resolution No. 5742-23** Authorizing the City Manager to Sign an Amended and Restated Intergovernmental Agreement to Participate as a Member of the Regional Water Providers Consortium

Public Works Director Rachel Sykes presented information on an updated Intergovernmental Agreement (IGA) with the Regional Water Providers Consortium. She provided a brief history and overview of the consortium, which was established in 1997 to facilitate regional collaboration for water provision. Director Sykes outlined the three sub-committees within the consortium, including the Communicator's Network, the Conservation Committee, and the Emergency Planning Committee, each focusing on different aspects of water-related initiatives and outreach.

Director Sykes highlighted the IGA governing the consortium had not been updated since 2005. The proposed revisions include expanding membership types, addressing outdated references, and aligning the agreement with the consortium's current mission and strategic plan. These updates were approved by the consortium board in October. Director Sykes recommended the Council's approval of the revised IGA.

Council President Pratt asked if new members will be considered associates. Director Sykes stated associate members will be for those outside on the boundary area. Council President Pratt expressed concerns with legal liability and cost sharing of associate members.

Councilor Brooks acknowledged the importance of the updated mission, specifically its inclusion of water conservation. She expressed appreciation for the significant work being done in this area.

Motion to adopt Resolution No. 5742-23 Authorizing the City Manager to Sign an Amended and Restated Intergovernmental Agreement to Participate as a Member of the Regional Water

Providers Consortium made by Councilor Brooks, 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 Recommendations from the Council Committee on Advisory Appointments

Councilor Sacco and Council President Pratt read the names of the recommended applicants.
Councilor Reyes encouraged residents to apply for open positions.

Motion to approve the Council Committee on Advisory Appointment recommendations 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

Items Removed from Consent Agenda

1. Consideration of **Resolution No. 5740-23** Authorizing Solid Waste and Recycling Rate Adjustments Effective January 1, 2024 and Rescinding Resolution No. 5664-23

Councilor Gonzalez stated he will be voting against the resolution due to the cost burden on low
income residents.

Motion to adopt Resolution No. 5740-23 Authorizing Solid Waste and Recycling Rate
Adjustments Effective January 1, 2024 and Rescinding Resolution No. 5664-23 made by
Council President Pratt, Seconded by Councilor Brooks.
Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Brooks, Councilor Reyes,
Councilor Hillier, Councilor Sacco
Voting Nay: Councilor Gonzalez
MOTION PASSED

Council Communications

Councilor Sacco stated they are preparing to kick-off the IDEA Committee.

Councilor Hillier stated she attended Small Business Saturday. She congratulated the Tualatin
High School Football team on a great finish to the season.

Councilor Reyes reminded residents about the Community Warehouse's need for items. She
encouraged residents to donate what they can.

Councilor Gonzalez stated he attended the Regional Tolling Advisory Committee meeting.

Councilor Brooks stated she attended the Arts Advisory Committee meeting.

Council President Pratt stated she attended the Transportation System Plan Community Advisory
Committee meeting. She stated the State Tolling Committee will be meeting in Wilsonville on
December 14th, she encouraged citizens to attend and provide public comment.

Mayor Bubenik stated he attended the Greater Portland Inc. Board meeting and the Metro Mayors
Consortium meeting. He encouraged residents to attend the State Tolling Committee and express

concerns regarding tolling. Mayor Bubenik stated the Holiday Lights Parade is coming on December 1-3 and encouraged everyone to attend.

Adjournment

Mayor Bubenik adjourned the meeting at 8:00 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: Lindsay Marshall, Management Analyst II, Public Works

DATE: December 11, 2023

SUBJECT:

Consideration of **Resolution No. 5744-23** Authorizing an Agreement with Republic Services to Subcontract Regulated Medical Waste

RECOMMENDATION:

Staff recommends adoption of Resolution No. 5744-23.

EXECUTIVE SUMMARY:

Republic Services is the City of Tualatin's sole franchised solid waste hauler. Republic Services subcontracts some specialty waste collections, such as regulated medical waste. Due to service and performance issues by the currently subcontracted medical waste provider, Stericycle, Republic services would like to change providers and enter into a subcontractor agreement with Trilogy MedWaste West, LLC.

Trilogy would provide collection, management, transportation, disposal, and treatment services for all medical waste generated by all commercial medical facilities located within Tualatin, including but not limited to hospitals, medical clinics, dental offices, outpatient and inpatient care facilities, nursing homes, and veterinary clinics. Examples of "medical waste" include: sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment.

Per Section 12 of the current franchise agreement between the City of Tualatin and Republic Services, a franchisee shall not subcontract with another person on a regular, periodic or long-term basis to provide service or solid waste management service under this contract without prior Council approval.

OUTCOMES OF DECISION:

If adopted, Resolution No. 5744-23 would allow Republic Services to provide, via Trilogy MedWaste West, LLC, regulated medical waste services to customers who require them.

ALTERNATIVES TO RECOMMENDATION:

Council may deny the subcontract request though Republic would still need to find a medical waste subcontractor.

FINANCIAL IMPLICATIONS:

Rates for medical waste collection are set between Republic Services and the subcontractor and will only impact customers requiring regulated medical waste collection.

ATTACHMENTS:

- Resolution No. 5744-23 Agreement to Subcontract Medical Waste Services
- Triology MedWaste West LLC and Republic Services Subcontract

RESOLUTION NO. 5744-23

A RESOLUTION AUTHORIZING AN AGREEMENT TO SUBCONTRACT
REGULATED MEDICAL WASTE

WHEREAS, City of Tualatin has an exclusive franchise with Republic Services, as set forth in Ordinance No. 1318-11 (the Solid Waste Management Ordinance); and

WHEREAS, Republic Services subcontracts specialty collection services, such as regulated medical waste; and

WHEREAS, pursuant to Section 12 of the Solid Waste Management Ordinance, any subcontract must be approved by Tualatin City Council; and

WHEREAS, Trilogy MedWaste West, LLC is in the business of providing regulated medical waste services and has the necessary expertise, equipment, and resources to provide such services in the State of Oregon.

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

Section 1. Effective immediately, Republic Services may subcontract with Trilogy MedWaste West, LCC to collect regulated medical waste within the corporate limits of the City of Tualatin as authorized by Section 12 of the Solid Waste Management Ordinance.

INTRODUCED and ADOPTED by the City Council this 11th day of December, 2023.

APPROVED AS TO LEGAL FORM

CITY OF TUALATIN OREGON

BY _____
City Attorney

BY _____
Mayor

ATTEST _____
City Recorder

SUBCONTRACT AGREEMENT FOR REGULATED MEDICAL WASTE SERVICE

This Subcontract Agreement for Regulated Medical Waste Services (“Agreement”) is made and entered into by and between Republic Services Procurement, Inc. (“Contractor”) and Trilogy MedWaste West, LLC (“Trilogy”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the Effective Date as defined below in **Section 4**. All capitalized terms shall have the definition set forth in Section 1.

RECITALS

WHEREAS Contractor is currently granted regulatory authority to collect, store, transport, and dispose of Regulated Medical Waste (“Certificate”), within the municipalities listed in Exhibit A attached hereto (the “Municipalities”);

WHEREAS the Contractor may contract with another party to provide Regulated Medical Waste collection services after obtaining approval from the Municipalities

WHEREAS Trilogy is in the business of providing Regulated Medical Waste services and has the necessary expertise, equipment, and resources to provide such services in the State of Oregon; and

WHEREAS the Parties hereto desire to enter into an agreement whereby Trilogy will have the exclusive right and duty to provide Regulated Medical Waste services within Contractor’s service area, upon the terms set forth below and in compliance with the terms of the Certificate.

Terms and Conditions

NOW, THEREFORE, Contractor and Trilogy, for the consideration hereinafter named, agree as follows:

1. Definitions.

1.1. “Regulated Medical Waste” or “RMW” means “Infectious Waste” as defined in ORS 459.386 and OAR 333-056-0020, including any amendments thereto. Notwithstanding the definition of “Infectious Waste” in ORS 459.386 and OAR 333-056-0020, the definition of “Medical Waste” for purposes of this Agreement does not include those materials identified herein as “Excluded Waste”, unless the Parties subsequently agree in writing to include such materials within the definition of Medical Waste for purposes of this Agreement. Except as otherwise excluded from the definition of Infectious Waste under Oregon law, examples of “Medical Waste” included in this Agreement are: sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment.

1.2. “Excluded Waste” means: any waste or other material not falling within the definition of Medical Waste, including (a) complete human remains; (b) radioactive waste; (c) any listed hazardous waste; (d) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (e) waste that has been incorrectly identified, labeled and/or segregated; (f) any waste or device containing mercury including

amalgam, vacuum pumps and other medical devices; (g) pharmaceutical waste (except what is accepted by Trilogy under its pharmaceutical disposal program, if any); (8) boxes that exceed approved Trilogy and DOT standards; or (h) any other waste that cannot be collected, transported or treated by Trilogy in accordance with any applicable federal, state and local laws, ordinances, orders, rules and regulations. In summary, this agreement does not grant Trilogy the right to pick up or take delivery of any waste other than the items described in section 1.1 above.

1.3. "Certificate Area" means (a) the entire territory included within the Contractor's current service area under the Certificate, and (b) such additional area as may thereafter become included with the Contractor's service area from time to time due to annexation, incorporation, or other means but only from and after the time as Trilogy is able to provide collection services in such additional area.

1.4. "Gross Receipts" means all receipts for the period from all revenue sources, before any adjustments.

2. Medical Waste Services to be Performed. Trilogy shall provide collection, management, transportation, disposal, and treatment services (the "Services") for all Medical Waste generated by all commercial medical facilities located within the Certificate area, including but not limited to hospitals, medical clinics, dental offices, outpatient and inpatient care facilities, nursing homes, and veterinary clinics (collectively, the "RMW Accounts"). **Exhibit A** attached hereto lists all RMW Accounts known to Contractor within the Certificate area. If Contractor becomes aware of any other RMW Accounts not listed on Exhibit A, Contractor shall promptly notify Trilogy and Trilogy shall make arrangements for Service. Trilogy shall ensure that all employees and permitted contractors performing Services under this Agreement have received all necessary training required to perform the Services hereunder including, without limitation, safety training and are qualified and able to perform the Services. Trilogy shall not use subcontractors to provide the Services without written approval of Contractor. Trilogy shall remain fully responsible for any subcontractor's performance of the Services, compliance with this Agreement and any liability arising from such performance. Trilogy shall comply with Contractor's Code of Business Ethics and Conduct found at [_https://www.republicservices.com/suppliers/code-of-conduct._](https://www.republicservices.com/suppliers/code-of-conduct)

3. Rejection of Excluded Waste. Title to and liability for Excluded Waste shall remain with customer at all times. Trilogy shall have the right to inspect, analyze or test any waste collected from customer. If customer's waste is Excluded Waste, Trilogy can, at its option, reject the Excluded Waste and return it to customer or require customer to remove and dispose of the Excluded Waste at Customer's expense.

4. Effective Date; Term. This Agreement shall commence at such time as both Parties have executed and dated this Agreement (the "Effective Date"), and shall continue for a term that shall be identical to the term of Contractor's Certificate and any extensions thereto, unless this Agreement is terminated prior to the expiration or termination of the Certificate, pursuant to **Section 5** or **Section 16** below (the "Term").

5. Termination. This Agreement shall automatically terminate in the event that the Certificate is terminated for any reason. In addition, either Party shall have the right to terminate this Agreement by giving the other Party at least thirty (30) days written notice prior to the termination date or in accordance with Section 16 below. Upon termination of the Agreement for

any reason, Trilogy shall continue to pay Contractor the Subcontract Fee on any gross receipts received by Trilogy for Services on any RMW Accounts and any unpaid Certificate fee.

6. Trilogy Warranties. Trilogy hereby represents and warrants that it will: (a) manage the RMW in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, orders, rules and regulations (“Applicable Laws”); (b) obtain documents, shipping papers or manifests from RMW Accounts as required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations (including 49 CFR § 172.302); (c) use disposal and/or treatment facilities that have been issued permits, licenses, Certificates or approvals required by applicable federal, state and local laws, ordinances, orders, rules and regulations necessary to allow the facility to accept, treat and/or dispose of the RMW; and (d) secure all applicable licenses, permits and approvals of all types as required by any Applicable Law to perform its obligations under this Agreement. Except as provided herein, Trilogy makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. Compensation for Services. Trilogy shall be solely responsible for billing charges to and collecting payment from RMW Accounts for the Services. Such charges shall be in accordance with the Certificate and with current approved rates established by the Municipalities, a copy of such rates is attached hereto as **Exhibit A** including any amendments to those rates after the Effective Date.

8. Subcontract Fee. As consideration for the right to provide the Services hereunder, on or before the fifteenth day of each quarter, Trilogy shall pay Contractor a subcontract fee equal to FOUR and Half PERCENT (4.5%) of the Gross Receipts collected by Trilogy from RMW Accounts during the previous quarter (“Subcontract Fee”). Subcontract fee starts on 1/1/2024.

9. Certificate Fees. In addition to the Subcontract Fee in **Section 8** above, Trilogy shall pay to Contractor any Certificate fee required by Contractor applicable to the Services provided by Trilogy hereunder. Contractor shall be solely responsible to remit all Certificate fees and/or any taxes payable to Contractor for solid waste collection services provided under the Certificate, including any that are or may be applicable to the Services provided by Trilogy under this Agreement.

10. Insurance. Trilogy shall maintain throughout the term of this Agreement the following types of insurance coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

Coverage	Limits
Commercial General Liability (bodily injury & property damage)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 combined single limit per occurrence
Employer’s Liability	\$1,000,000 per occurrence
Workers’ Compensation	Statutory Limit

11. Trilogy shall name Contractor and the Municipality as primary additional insured parties under the liability insurance policies. Upon request, Trilogy shall provide to Contractor and/or the Municipality certificates evidencing such insurance. Such coverage and policies shall not be canceled or revoked without providing Contractor thirty (30) days advance written notice. All such insurance policies will be primary without the right of contribution from any other insurance coverage or self-insurance maintained by Trilogy. The fact that insurance is obtained by Trilogy shall not release or diminish the liability of Trilogy, including liability under the indemnity

provisions of this Agreement. Trilogy agrees to waive any and all rights of subrogation it may have against Contractor or Contractor affiliates and obtain a waiver of subrogation in favor of Contractor on all policies. Insurance certificates (Acord form) evidencing the above requirements will be required by Contractor before commencing Services, or anytime during the term of this Agreement. Trilogy will provide not less than 30 days prior notice to Contractor of any cancellation of the policies. In addition, the following requirements apply: (i) the Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability assumed under an insured contract coverage specifically covering Trilogy's indemnification of Contractor, and (ii) any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured. Insurance similar to that required for Trilogy shall be required by Trilogy of any subcontractors to cover their operations performed under this Agreement. Trilogy shall be held legally responsible for ensuring that any and all subcontractors meet all of the insurance, indemnification and other obligations contained in this Agreement. Trilogy shall be held responsible for any modifications in these insurance, indemnification and other requirements as they apply to subcontractors, unless such modifications are approved by Contractor in writing.

12. Indemnification. Trilogy agrees to indemnify, defend and save Contractor, its Affiliates and their respective shareholders, officers, directors, employees and agents and the Municipalities, their respective officers, directors, employees and agents, (collectively, the "Indemnitees") harmless from and against any and all liability (including reasonable attorneys' fees) which the Indemnitees may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law or other liability, to the extent caused by Trilogy's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Trilogy or its employees in providing the Services, including but not limited to liability which occurs (1) during the collection or transportation of the RMW by Trilogy or (2) as a result of the disposal of the RMW, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Trilogy MedWaste West, LLC. Such indemnity shall exclude damages to the extent they arise as a result of the negligence or willful or reckless misconduct of Contractor or the Municipalities.

13. Reporting; Record Keeping; and Inspection. Trilogy shall, at all times under this Agreement and for a period of five (5) years after termination or expiration of this Agreement, maintain records of (a) the amount (by volume) of RMW received, processed, and disposed of under this Agreement, (b) names, addresses and service specifications of RMW Accounts, and (c) revenue billed to and collected from RMW Accounts, and shall submit a summary, separated by franchise area, of all such information to Contractor on or before the fifteenth day of each quarter for RMW Services provided during the previous quarter. Trilogy shall provide other non-proprietary data which may be requested by Contractor regarding the RMW handled by Trilogy under this Agreement and which is reasonably necessary to assist Contractor in complying with its reporting requirements under the Certificate. Contractor shall have access to and the right to examine Trilogy's books and records reasonably relevant to the RMW services performed by Trilogy under this Agreement. Trilogy shall submit cost summary reports in the provided templates to the Contractor. Data shall be provided, by Municipality, and shall include all data as described and in the format in the detailed cost report in order for Contractor to compile and submit reports timely. Annual data shall be submitted to the Contractor for the prior year, in the format shown in Exhibit B, no later than the last business day of February.

14. Communications with Municipalities. Except as otherwise agreed to by the Parties, the Contractor shall be responsible for all communications with the Municipalities regarding the Services under this Agreement. Contractor shall cooperate with Trilogy in submitting to Contractor and seeking approval of all reasonable requests for increases in the approved rates for the Services provided by Trilogy hereunder and for all reasonable requests to modify the nature and scope of Services provided hereunder.

15. Relationship of the Parties. Neither Trilogy nor its employees, agents, representatives or subcontractors are the agents or employees of Contractor. Trilogy is an independent contractor and employs agents and/or employees under the exclusive management and control of Trilogy. Trilogy shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed by Trilogy for performance of services under this Agreement.

16. Uncontrollable Circumstances. Trilogy shall not be in default for its failure to perform or delay in performance caused by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"). If Trilogy claims Force Majeure, it shall promptly notify the Contractor when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. In the event Trilogy sustains a Force Majeure event that prevents its performance of some or all of the Services, Contractor may, at Trilogy's expense, temporarily contract for, or perform itself, the Services during such period that Trilogy's Force Majeure event exists, and, in the event such Force Majeure event continues to partially or totally prevent Trilogy from performing the Services for a period in excess of seven (7) days, Contractor may terminate this Agreement or that portion of the Services subject to the Force Majeure event without any liability to Trilogy.

17. Notice of Default and Right to Cure. If either Party is in material breach of the obligations under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice of such breach from any other Party, the non-breaching Party or Parties may terminate this Agreement at the end of the 30-day cure period.

18. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to CONTRACTOR:	<u>Republic Services Procurement, Inc.</u>
	<u>18500 N Allied Way</u>
	<u>Phoenix, AZ 85054</u>
Attention:	<u>General Counsel</u>
Fax:	<u></u>
e-Mail:	<u></u>

If to Trilogy:	<u>Trilogy MedWaste West, LLC</u>
	<u>3032 S Cedar Street</u>
	<u>Tacoma, WA 98409</u>

Attention:	Jeff Norton
Fax:	
e-Mail:	jnorton@trilogymedwaste.com

19. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Furthermore, the Parties agree that this Agreement cannot be assigned without the prior written approval of Contractor. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

20. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

21. Survival. Termination of this Agreement shall not relieve either Party of any claims against it that arise under this Agreement before the Agreement is terminated. The parties agree that Trilogy's warranties, confidentiality, indemnification, audit and all such similar terms which, by their substantive intent should survive the expiration or termination of this Agreement shall so survive.

22. Legal Fees. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

23. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon.

24. No Third-Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third-party beneficiary or otherwise.

25. Headings. The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

26. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original

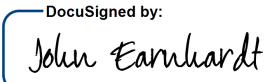
28. Confidentiality. Trilogy acknowledges and agrees that as a result of its dealings with Contractor, Trilogy may receive information that is confidential to Contractor, and that such confidential information is of special and unique value to Contractor. Trilogy agrees that it shall not without the prior written consent of Contractor disclose any such confidential information to any person, firm, corporation, or other entity for any purpose whatsoever or use such information for any purpose not provided for in this Agreement.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

TRILOGY MEDWASTE WEST, LLC

REPUBLIC SERVICES PROCUREMENT, INC.

By: 
Name: John Earnhardt
Title: Regional Vice President
Date: 9/12/2023


By: 
Name: Chris Stanford
Title: VP Procurement
Date: 9/12/2023

EXHIBIT A
Municipalities and Rates

	Municipality listing as of 8/2023					
	Municipality/Franchise	Scheduled or on call	Rates set by Municipality (Y/N)	Certificate fee (Franchise fee)	Subcontract fee (Royalty) royalty fee to Contractor	Total Fee paid to Contractor
1	Lake Oswego	either	N	5.00%	4.50%	9.50%
2	Tualatin	either	N	3.00%	4.50%	7.50%
3	Wilsonville	either	Y	5.00%	4.50%	9.50%
4	Clackamas County	either	Y	5.00%	4.50%	9.50%
5	Washington County	either	Y	3.00%	4.50%	7.50%
6	Marion County	either	N	5.00%	4.50%	9.50%
7	Aumsville	either	N	3.00%	4.50%	7.50%
8	Aurora	either	N	5.00%	4.50%	9.50%
9	Gervais	either	N	3.00%	4.50%	7.50%
10	Hubbard	either	N	5.00%	4.50%	9.50%
11	Mt. Angel	either	N	3.00%	4.50%	7.50%
12	Scotts Mills	either	N	6.00%	4.50%	10.50%
13	Silverton	either	N	7.00%	4.50%	11.50%
14	Stayton	either	N	5.00%	4.50%	9.50%
15	Sublimity	either	N	6.00%	4.50%	10.50%
16	Woodburn	either	N	5.00%	4.50%	9.50%

EXHIBIT B
Data Report Format



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer; Kevin McConnell, City Attorney

DATE: December 11, 2023

SUBJECT:

Consideration of **Resolution No. 5745-23** Authorizing the Manager to Execute a Settlement Agreement and Mutual Release ("Settlement Agreement"); Execute Documents Necessary to Purchase Right-of-Way for the Construction of the Boones Ferry Corridor Sidewalk and Bike Lane (Phase 3) Project.

RECOMMENDATION:

Staff recommends that the Council approve the attached resolution authorizing the Manager to execute the Lafky Settlement Agreement and Mutual Release and execute all legal documents necessary to purchase right-of-way for the Boones Ferry Corridor Sidewalk and Bike Lane (Phase 3) Project.

EXECUTIVE SUMMARY:

This resolution enables the City Manager to execute legal documents necessary to acquire the property needed to construct and maintain the Boones Ferry Corridor Sidewalk and Bike Lane (Phase 3) Project ("the Project") and resolve all outstanding demands and claims between the Parties.

The Project requires the acquisition of a 1,233 sf right-of-way dedication. This is the final acquisition needed to complete the Boones Ferry Corridor Sidewalk and Bike Lane Project (consisting of Phases 1-3). The Project has been designed to minimize the impact to the property and the amount of right-of-way to be acquired.

This resolution authorizes the purchase of right-of-way from the following property:

9160 SW Avery Street:

- Property is located on the corner of SW Boones Ferry Road and SW Avery Street.
- Owners: Herbert and Sandra Lafky
- The City is purchasing Public Right-Of-Way (1,233 sf)
- **Settlement Agreement Payment is \$58,000**, which includes acquisition of 1,233 sf right-of-way, and mutual release of all demands and claims.

The Settlement Agreement payment is based on: i) the October 19, 2023 appraisal performed by Oregon Valuation Group, Inc. and recommendations from Universal Field Services, Inc.; ii) payment to Lafkys to replace fencing and install landscaping (instead of payment to City contractor to perform this work); and iii) release of all demands and claims, including two alleged City contractor trespasses on the Property. The Settlement Agreement fully resolves all outstanding issues between the Parties.

OUTCOMES OF DECISION:

Approval of the attached resolution would allow staff to purchase the right-of-way necessary to complete the Boones Ferry Corridor Sidewalk and Bike Lane Project.

ALTERNATIVES TO RECOMMENDATION:

Council could elect to not approve the attached resolution, which would lead to either renegotiating the purchase or stopping the project.

FINANCIAL IMPLICATIONS:

The total acquisition cost is \$58,000. This amount is budgeted, along with the cost of design and construction of this project, in the Transportation Development Tax (TDT) Fund.

ATTACHMENTS:

Resolution 5745-23

Lafky Settlement Agreement and Mutual Release and exhibits attached thereto.

RESOLUTION NO. 5745-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND LEGAL DOCUMENTS NECESSARY TO ACQUIRE PROPERTY FOR THE BOONES FERRY CORRIDOR PHASE 3 IMPROVEMENT PROJECT

WHEREAS, the City identified the need to improve traffic flow and bicycle and pedestrian safety along Boones Ferry Road from Tualatin-Sherwood Road to Avery Street as a high-priority project.

WHEREAS, the City has identified the need to acquire certain properties in order to facilitate the construction of the Boones Ferry Road Corridor and Bike Lane Project ("Project");

WHEREAS, the City has negotiated property transactions with willing sellers to acquire right-of-way, public utility easements, and temporary construction easements (Phases 1-2 of the Project);

WHEREAS, Herbert and Sandra Lafky own the real property at 9160 SW Avery Street ("the Property");

WHEREAS, the City desires to purchase portions of the Property in furtherance of its Boones Ferry Corridor Sidewalk and Bike Lane Project, consisting of a 1,233 square foot right-of-way dedication (Phase 3 of the Project);

WHEREAS, the Lafkys allege that contractors working on behalf of the City trespassed on the Property on two separate occasions ("the Trespasses");

WHEREAS, the Lafkys desire to sell the 1,233 square foot portions of the Property necessary for the City to complete Phase 3 of the Project in accordance with the terms of the Settlement Agreement; and

WHEREAS, execution of the Settlement Agreement will allow the City to complete the Project and resolve all demands and claims between the City and the Lafkys.

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 Settlement Agreement and Mutual Release, attached hereto as Exhibit 1.

Section 2. The City Manager is authorized to execute all documents necessary to acquire the 1,233 square foot right-of-way dedication as set out in Exhibit A of the Settlement Agreement.

Section 3. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 11th day of December, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

BY _____
City Attorney

ATTEST:

BY _____
City Recorder

EXHIBIT 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”), dated this ____ day of November, 2023 (the “**Effective Date**”), is by and between Herbert and Sandra Lafky (the “**Lafkys**”) and the City of Tualatin (the “**City**”) (together, the Lafkys and the City are the “**Parties**”; singularly, a “**Party**”).

RECITALS

A. The Lafkys own the real property at 9160 SW Avery Street in Tualatin, Oregon (the “**Property**”).

B. The City desires to purchase portions of the Property in furtherance of its Boones Ferry Corridor Sidewalk and Bike Lane Project, consisting of a 1,233 square foot right-of-way dedication (the “**Taking**”) further described in Exhibits A and B.

C. The Lafkys allege that contractors working for or on behalf of the City trespassed on their Property on two separate occasions (the “**Trespasses**”), and submitted ORS 30.275 tort claim notices to the City detailing the Trespasses on September 15 and October 5, 2023, respectively.

D. This Agreement fully resolves the issues regarding the City’s Taking on the Property as well as the Trespasses.

AGREEMENT

For good and valuable consideration of the mutual promises and obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals and exhibits attached thereto are necessary for a full comprehension and understanding of this Agreement. They are contractual in nature and are incorporated in this Agreement by reference.

2. **Payment.** The City shall pay to the Lafkys the total amount of Fifty-Eight Thousand Dollars (\$58,000.00) (“**Settlement Payment**”) within two weeks of full execution of this Agreement via a check made out to “Olsen Barton LLC Oregon IOLTA Trust for Lafkys” and directed to Brian J. Best, Olsen Barton LLC, 4035 Douglas Way, Suite 200, Lake Oswego, OR 97035.

3. **Driveway Approach.** City shall construct a west-end driveway approach in conformance with the attached plan sheets set forth in Exhibit C.

4. **Fencing and Landscaping.** City shall not be responsible for the replacement or repair of any fencing or landscaping removed as a consequence of the Taking.

5. **General and Miscellaneous Provisions.**

(a) **Mutual Release.** Upon payment of the Settlement Payment as provided in Section 2 of this Agreement, the Parties shall hereby unconditionally release each other, as well as their respective officials (including appointed and elected officials), employees, contractors, attorneys, agents, assigns, heirs, and beneficiaries from all demands, liabilities, claims, actions, defenses, or counterclaims of any and every nature arising from or relating to the Taking and the Trespasses, including those claims actually asserted and those that could have been asserted.

(b) **Prior Agreements; Survival.** This Agreement is the entire, full, and complete agreement of the Parties pertaining to the Parties' settlement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the Parties or their representatives insofar as the settlement is concerned. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement other than those that are expressed in this Agreement.

(c) **No Admission of Liability.** This Agreement is not and will not be construed as an admission of any legal liability on behalf of any of the Parties.

(d) **Modification or Amendment.** This Agreement may not be modified or amended, except in writing signed by all Parties hereto.

(e) **Governing Law and Venue.** This Agreement and any disputes arising therefrom shall be governed by the laws of the state of Oregon. Any action or proceeding arising out of this Agreement shall be brought and maintained through an action in Washington County Circuit Court, which shall award reasonable attorney's fees, costs, and expenses to the prevailing party in any such dispute.

(f) **Construction.** This Agreement shall not be construed more strictly against one Party than against another by virtue of the fact that the Agreement may have been drafted or prepared by counsel for one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation of this Agreement.

(g) **Voluntary Action.** The Parties represent, warrant, and agree that they have thoroughly read and understood the terms of this Agreement and have voluntarily entered into this Agreement to resolve all claims relating hereto.

(h) **Further Action.** The Parties agree to take such action and execute such further documents, as may be reasonably necessary to execute the intent of this Agreement.

(i) **Representation on Authority of Parties/Signatories.** Each person or entity signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations

hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

(j) Execution. This Agreement may be executed by facsimile, PDF, or email and/or in several counterparts, each of which shall be an original and all of which shall collectively constitute but one and the same instrument.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE BY:

Dated: 12/4/2023

Herbert Lafky
Herbert Lafky

Dated: 12/4/2023

Sandra J. Lafky
Sandra Lafky

Dated: _____

The City of Tualatin

By: _____

Its: _____

Exhibit A

City of Tualatin
Boones Ferry Road

H. Alan & Sandra J. Lafky
Tax Lot 2S1W26AC 00100

RIGHT-OF-WAY DEDICATION

A tract of land lying in the northeast one-quarter of Section 26 in Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon and being a portion of that property conveyed to H. Alan Lafky and Sandra J. Lafky in that Quitclaim Deed – Statutory Form, recorded on December 19, 1989 in Document No. 89-61628, Washington County Deed Records, said parcel being that portion of said property more particularly described as follows:

Beginning at the southeast corner of said property, said point also being on the westerly right-of-way line of SW Boones Ferry Road; thence along said westerly right-of-way line and along the south line of said property South 89° 33' 26" West 7.07 feet; thence leaving said westerly right-of-way line and said south property line North 31° 27' 41" East 82.79 feet; thence North 13° 34' 39" East 22.90 feet; thence North 25° 18' 02" West 30.50 feet; thence North 84° 09' 48" West 21.85 feet; thence North 79° 30' 49" West 12.18 feet to the south right-of-way line of SW Avery Street; thence along said south right-of-way line North 89° 33' 26" East 27.98 feet to a point of curvature; thence on the arc of a 30.00 foot radius curve to the right, through a central angle of 121° 53' 49", an arc distance of 63.83 feet (the long chord of which bears South 29° 29' 40" East 52.45 feet) to said westerly right-of-way; thence along said westerly right-of-way line South 31° 27' 14" West 93.08 feet to the point of beginning.

The tract of land to which this description applies contains 1,233 square feet, more or less.

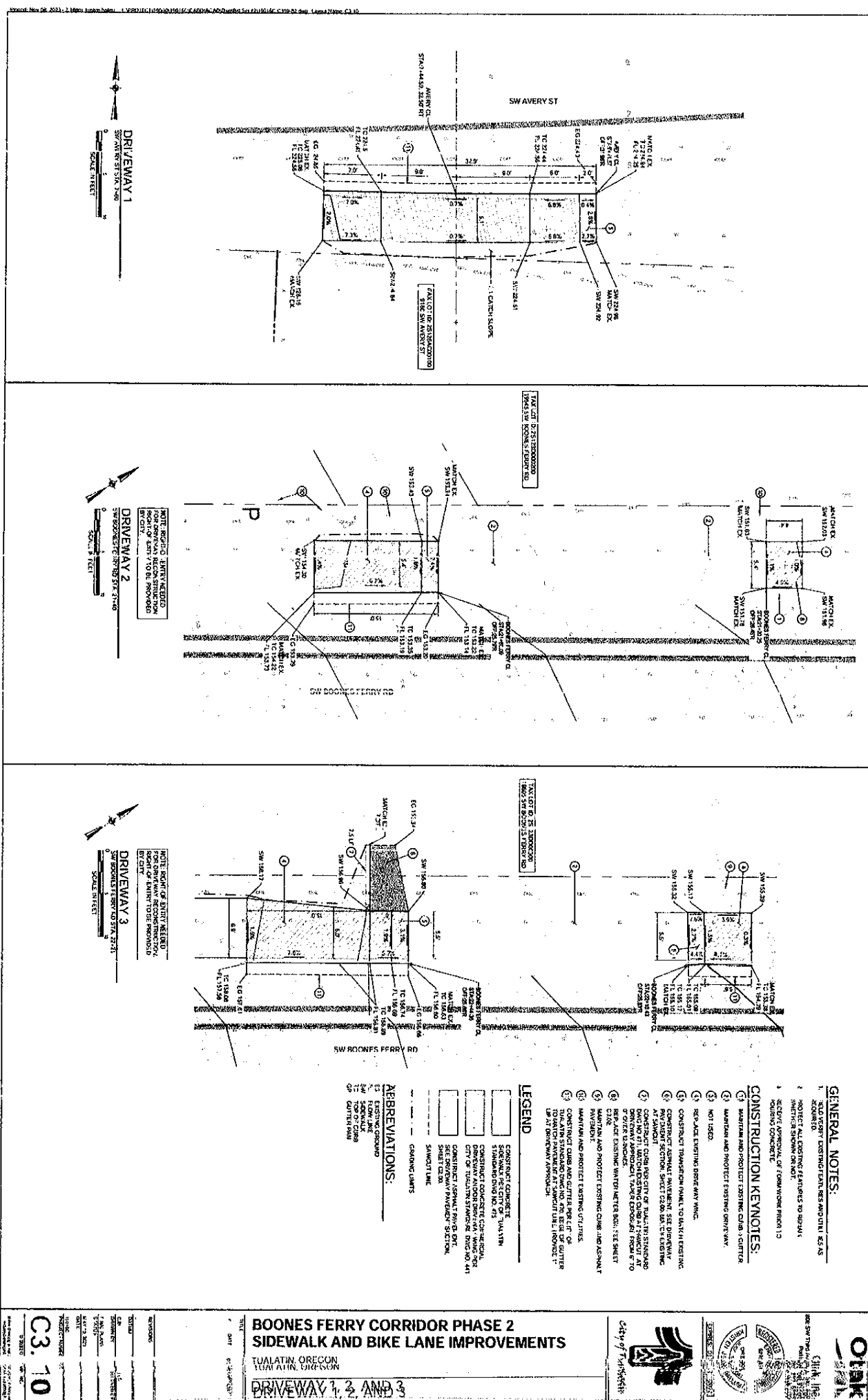
The bearings of this description are based on the Oregon Coordinate Reference System, Portland Zone.

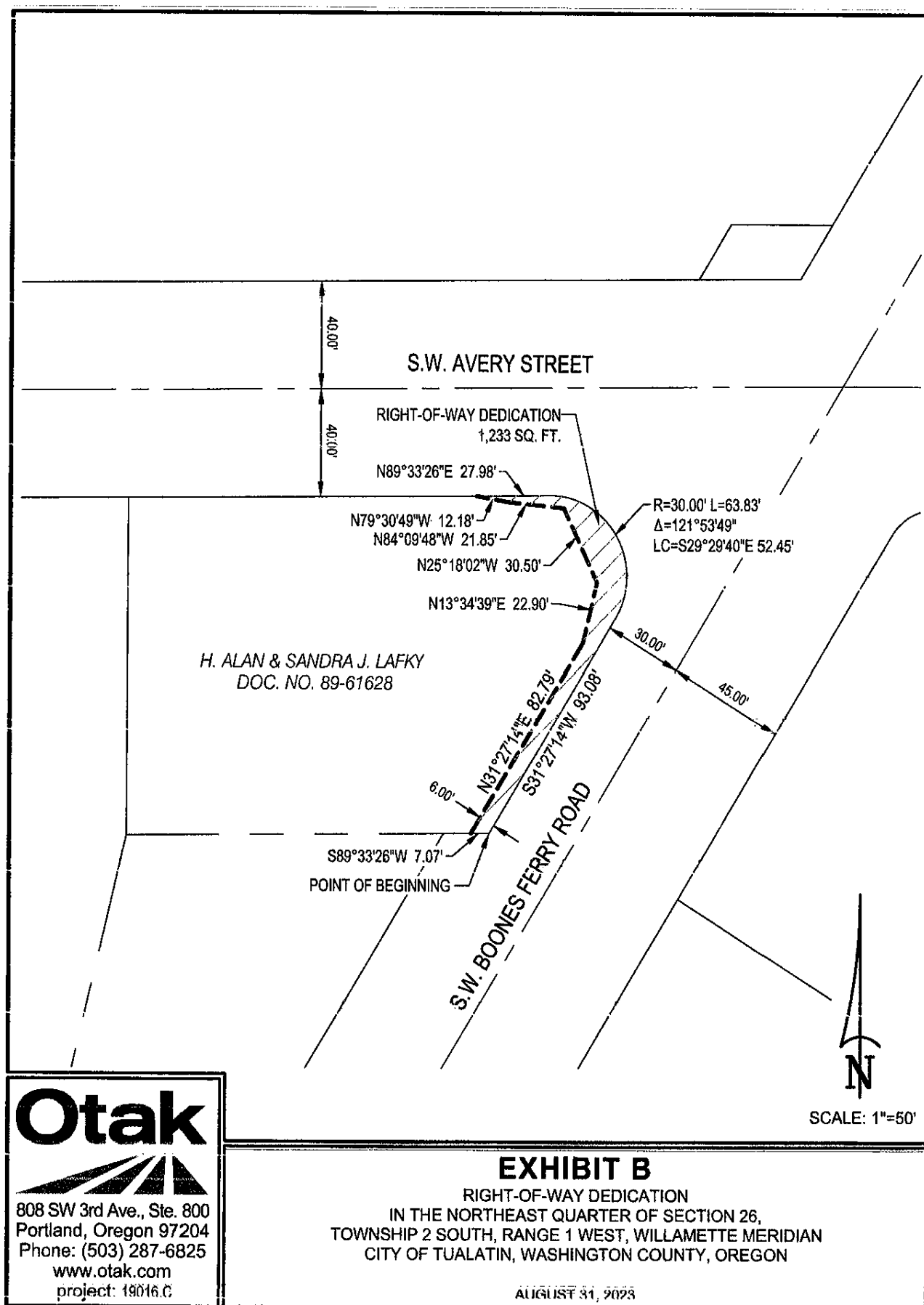
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Ngo Sue Tsoi

OREGON
JULY 15, 2003
NGO SUE TSOI
58569LS

RENEWS: 6/30/2024







CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Lindsay Marshall, Management Analyst II, Public Works
DATE: December 11, 2023

SUBJECT:

Recycle+ Expanded Recycling Service, Provided by Republic Services

RECOMMENDATION:

Staff recommends Council direction to return with a resolution to adopt Recycle+ beginning in 2024.

EXECUTIVE SUMMARY:

Recycling is the process of collecting and processing materials that would otherwise be thrown away as trash and making them suitable for reuse. Recycling services are provided to all customers in Tualatin (residential and business) and includes items such as paper, cardboard, tin, aluminum, and other small metal scraps, glass, and some plastics. However, many items are considered “hard to recycle” and are not accepted in the standard recycling stream. These items include plastic bags and clamshells (such as fruit cartons and takeout containers), stretchy plastic film, textiles (fabrics), and compact florescent light bulbs.

In order to address this recycling gap, the Washington County Board of County Commissioners approved “Recycle+” in April of 2022 as a new addition to curbside recycling. Recycle+ is an optional, opt-in service residents can sign up for that includes curbside pickup of hard to recycle items. The program is currently available to single family homes through four-plexes in urban unincorporated Washington County and the cities of King City, Durham, Beaverton, Sherwood, Tigard, and North Plains. This service will be provided by the City’s franchised waste hauler, Republic Services.

City Staff will continue to explore other opportunities for expanded recycling service in Tualatin. One example is the use of specialty companies like Ridwell. That is being handled as a separate effort and will be brought forward in a future meeting.

Recycle + Program Details

Optional Service - Recycle+ is an *optional, opt-in service* that would provide an opportunity for all residential customers in single family homes up to four-plexes to recycle materials not included in standard recycling.

- Customers can cancel Recycle+ service at any time; no continuing subscription is required. For customers who do not want to subscribe to Recycle+, dropping materials off at a recycling depot remains a no-cost recycling option for all community members.

- Staff, Republic Services, and other local governments are continuing discussions for future expansion of Recycle+ service to multifamily/apartment residents.

Process – Interested customers will sign up for expanded recycling collection service through Republic Services.

- Republic Services would deliver an 18-gallon purple, lidded Recycle+ bin to the customer. Customers would be responsible for sorting all accepted materials by type, putting Recycle+ materials in the 5-gallon bags provided, placing them in the purple bin, and setting their bin out for collection. All items must fit into the bin and be kept clean and dry, as required by the recycling processors.
- Pick up is as needed and must be scheduled in advance. Customers must notify Republic Services at least two-business days in advance of their collection day to schedule their Recycle+ pickup. Without notification, items in the Recycle+ bin would not be collected.
- It is expected that most customers would utilize the service every 4-6 weeks, but pickups can be more or less frequent as needed/desired by the individual customer.

Cost – Only participating customers would be charged associated fees. Recycle+ has a two-part fee structure: a monthly base participation fee and a per-pickup fee.

1. Base charge (billed monthly to subscribers): \$2.50
2. Collection charge (billed only when a pickup is requested by customers).
 - Customers can set out Recycle+ bins on the “curbside” (defined as within five feet of a public or private road) or at another “non-curbside” location on a customer's property, such as at the doorstep or porch.
 - Curbside pickup (each pickup): \$9.25
 - Non-curbside pickup 5-150 feet from curbside (each pickup): \$11.70
 - Non-curbside pickup over 150 feet from curbside (each pickup): \$13.02
 - If customers qualify as a person with a disability as identified by Oregon state law and does not share a household with an individual capable of placing the container curbside, they can request non-curbside pickup at no extra charge.

Materials Collected – Currently, accepted materials include:

Stretchy plastic film/bags

- Plastic bags, produce bags, dry cleaning bags, plastic padded envelopes (no padded manila envelopes), plastic overwrap for paper towels, paper plates, napkins, etc.

Clear plastic #1 clamshell containers

- Egg cartons, fruit containers, bakery containers, take-out containers

Textiles

- Bed linens, clothing, towels/rags

Compact fluorescent light bulbs

- Long fluorescent tubes used in commercial lighting are not accepted.
- Bulbs must be contained in a zip-sealed bag.

Special Collections

- The Recycle+ service includes special collections a few times each year of specific items or materials for recycling or donation. Customers can set out designated specialty items on with their scheduled Recycle+ collection during the special collection month. For example,

November 2023 collected clean and ready-to-use kitchen items for Community Warehouse. January 2024 will see collection of string (holiday) lights.

Where do the materials go?

Recycle+ materials are handled by local, private facilities that work with a variety of end markets. These markets, like most markets for recyclable scrap commodities, are variable and may change over time. Currently, Recycle+ materials collected by Republic Services goes to Far West Recycling, a local company with locations in Tualatin, Portland, and Hillsboro.

Other Questions about Recycle+ Service

For answers to other frequently asked questions, please see attachment “Recycle+ Frequently Asked Questions Washington County.”

Reasoning – Considerations for offering Recycle+ as an optional expanded recycling collection service to Tualatin Residents at this time include:

- Some materials not accepted in standard mixed recycling have an environmental benefit if they can be recycled or reused in other ways.
- Some community members are willing and able to pay more for the convenience of expanded recycling. Recycle+ service can be shared amongst family, friends, and neighbors. Offering this service as an option enables customers to subscribe only if it meets their needs and budget.
- Providing an optional subscription service provides more recycling opportunities while avoiding significant impacts to service costs across all customers.
- Expanded recycling is a component of the City of Tualatin’s drafted Climate Action Plan under Strategy 7.5: Responsible Waste Management and supports Council’s 2030 Vision of being an environmentally active, sustainable, and forward-thinking community
- Recycle+ is already a functioning program in Washington County and neighboring cities. Therefore, service can begin in Tualatin immediately after Council adoption. This also helps align educational materials and creates consistency across the county for recycling services.

OUTCOMES OF DECISION:

Staff are looking to Council for guidance about bringing back a resolution to adopt Recycle + as optional residential service for hard-to-recycle items in the City of Tualatin.

ALTERNATIVES TO RECOMMENDATION:

Decline the program at this time.

FINANCIAL IMPLICATIONS:

As Recycle + is an optional service, there would be no economic impact to Tualatin customers who do not sign up. For those who wish to participate, services could be added for an additional cost.

ATTACHMENTS:

- Presentation Recycle+ Expanded Recycling Service
- Recycle + Frequently Asked Questions Washington County



City of Tualatin



REPUBLIC[®]
SERVICES

Sustainability in Action

RECYCLE+

Expanded Recycling Service

Tualatin City Council

December 11, 2023

RECYCLING



The process of collecting and processing materials that would otherwise be thrown away as trash and making them suitable for reuse.



Home and Business recycling collection is standardized across the region.

Recycling



Metal, paper, flattened cardboard, plastic bottles & round plastic containers

6oz or larger, empty & dry

✗ No plastic bags or wrap, lids, glass, garbage



Glass



Bottles & jars only, empty & dry

✗ No lids, lightbulbs, caps, ceramics, broken glass of any kind



Garbage



All garbage, including plastic bags, to-go containers, lids & packaging

✗ No TVs, computers, batteries, hazardous waste (flammables, paint, pesticides), syringes or medical sharps

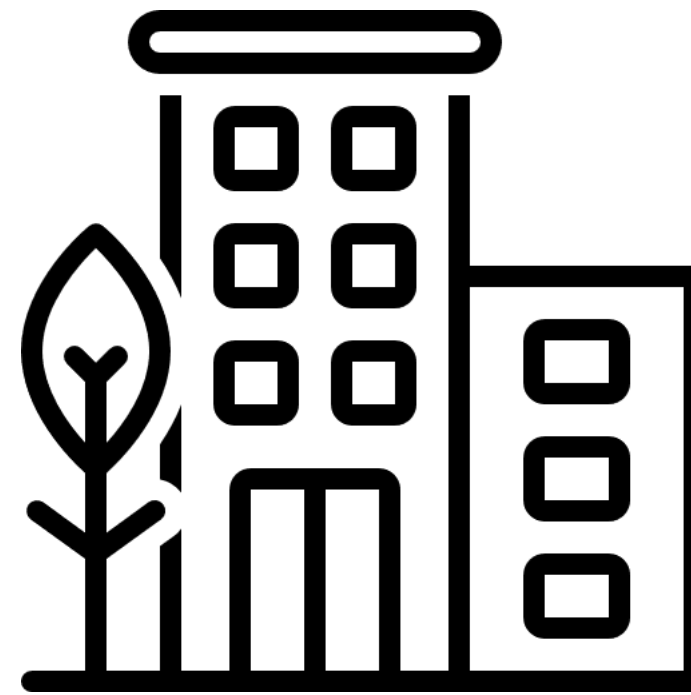


Solid Waste & Recycling in Tualatin is provided by Republic Services



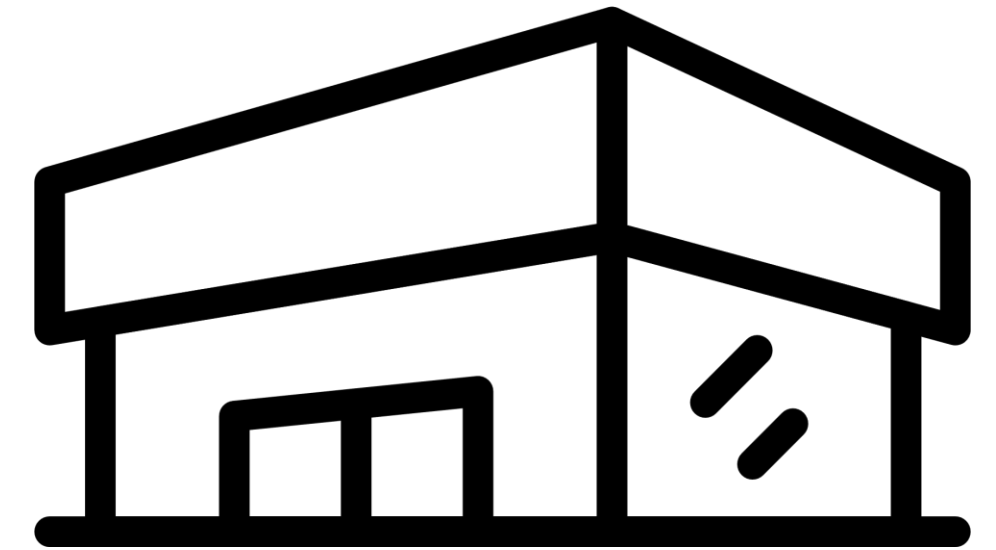
6,027

Residential
Customers



55

Multifamily
Customers

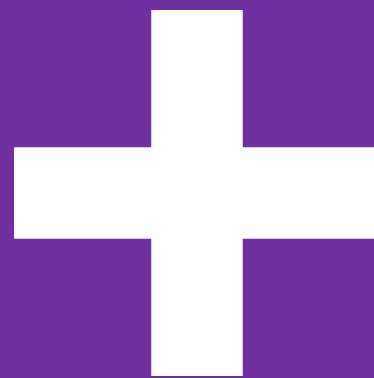


795

Commercial
Customers

CURRENTLY

Curbside recycling is a two-sort system where approved items are “commingled” (mixed) in one bin and glass items are collected in another.



Curbside
Recycling
Items

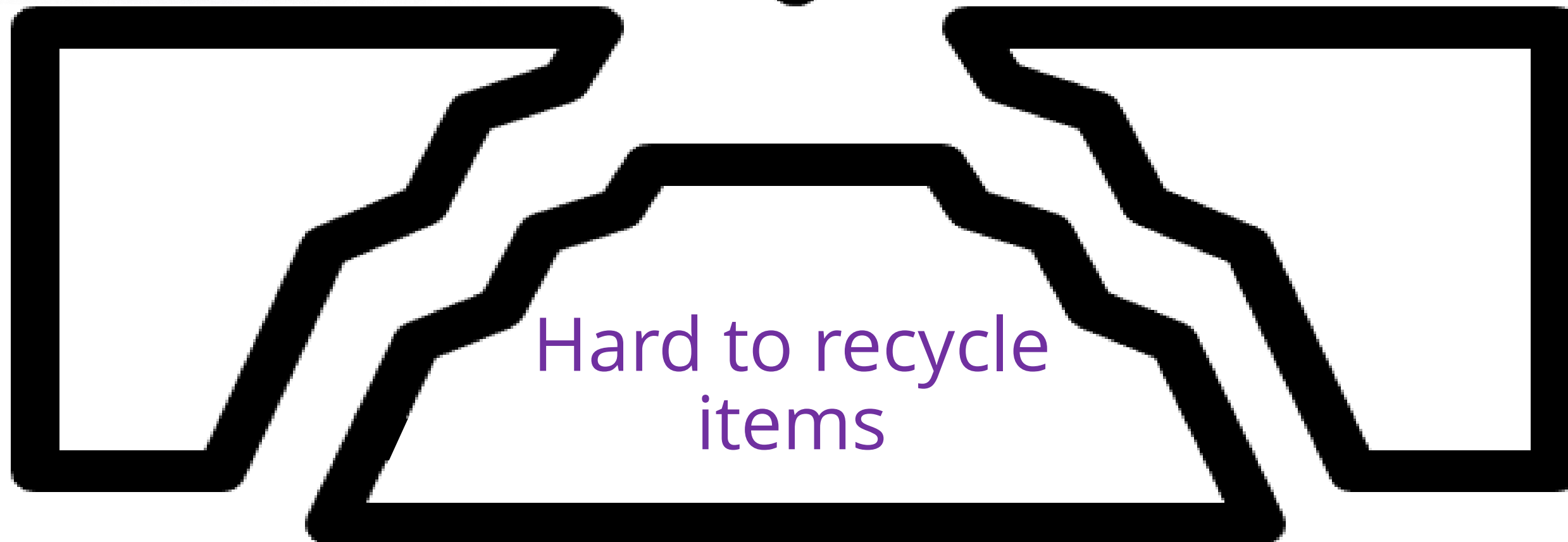
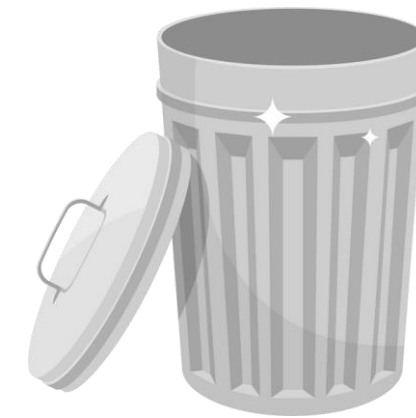
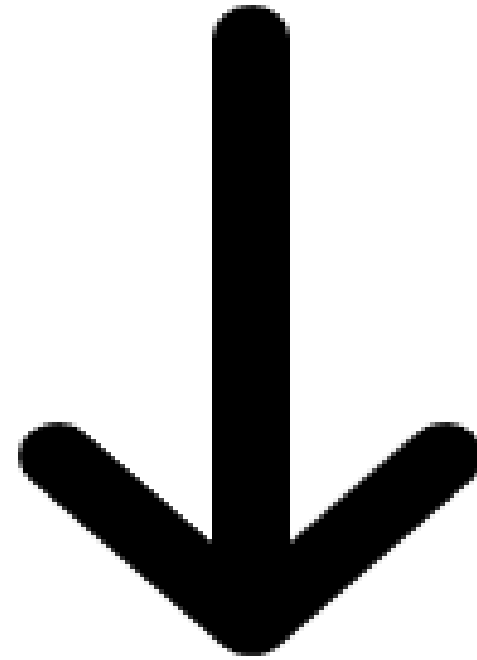


Markets
for
Recycling

WHY?

Processing.

How do we bridge this curbside recycling gap?



Ex: Hard to Recycle Items



Plastic bags
and
stretchy film



Get tangled in sorting
equipment



Plastic
“clamshells”
and takeout
containers



Made of different
“recipes” and often
contaminated



Polystyrene



Breaks apart

Examples: Hard to Recycle Curbside Solutions



Glass jars and
bottles



Separate recycling
bin just for glass



Yard and food
waste



Separate cart



Batteries



Separate bag in
placed in glass bin



Recycle+

A convenient curbside solution for responsibly recycling many hard to recycle items.



Stretchy plastic film/bags

- Plastic bags, produce bags, dry cleaning bags, plastic padded envelopes, plastic overwrap



Clear plastic #1 clamshell containers

- Egg cartons, fruit containers, bakery containers, take-out containers



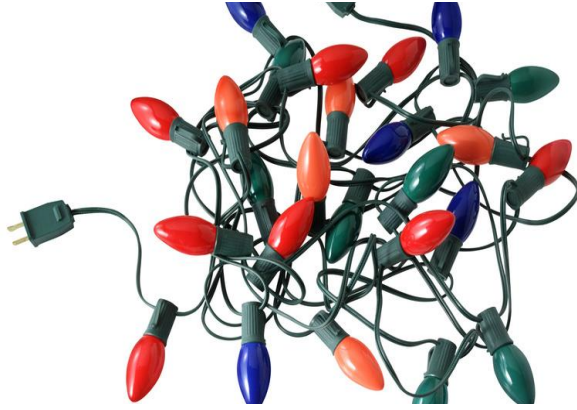
Textiles

- Bed linens, clothing, towels/rags



Compact fluorescent light bulbs

- Bulbs must be contained in a zip-sealed bag.



Special Seasonal Items

- String lights, gently used kitchen items, etc.

Special Collection Drives

Items Collected Quarterly for Reuse

All items must be clean and in good, ready-to-use condition. Wrap ceramic and glass items in paper to prevent breakage. Include the matching lids.



Include:

- Sauce and soup pots
- Saute and fry pans
- Baking sheets
- Pyrex ®
- Ceramic baking dishes
- Dutch ovens

Do not include broken or bent items, or those with cracks, scratches or worn-out surfaces.

Special Collection Drives

Items Collected Quarterly for Reuse

Include:

- Silverware
- Measuring cups and spoons
- Cheese graters
- Can openers
- Cutting boards
- Whisks
- Tongs
- Spatulas
- Mixing spoons
- Ladles
- Oven mitts



Do not include sharp knives that could injure collection workers. Ex. Chef's knife, steak knives, bread knife. Do not include dishes, small appliances and broken or rusty items.

**Ideas and suggestions are welcomed for future
Special Collection Drives**

Recycling



Metal, paper, flattened cardboard, plastic bottles & round plastic containers

6oz or larger, empty & dry

✗ No plastic bags or wrap, lids, glass, garbage



Glass



Bottles & jars only, empty & dry

✗ No lids, lightbulbs, caps, ceramics, broken glass of any kind



Garbage



All garbage, including plastic bags, to-go containers, lids & packaging

✗ No TVs, computers, batteries, hazardous waste (flammables, paint, pesticides), syringes or medical sharps



Recycle+ Service

For curbside pickup of hard to recycle items.

- + Optional and opt-in
- + Provided by Republic Services
- + Residential service available to single family homes through fourplexes
- + Adopted in urban unincorporated Washington & Clackamas Counties and the cities of King City, Durham, Beaverton, Sherwood, Tigard, and North Plains.
Lake Oswego and Wilsonville Starting Q-1 of 2024

Recycle+ Components

- + Monthly Rate, no subscription required
- + Two Pick-up Opportunities Monthly
- + Union CDL Drivers
- + Living Wages

Recycle+ Rates

- + Monthly base rate \$2.50
- + Pickup rate \$9.25
 - + Non-curbside pickup 5-150 feet (each): \$11.70
 - + Non-curbside pickup over 150 feet (each): \$12.02

Residents with a disability may qualify for non-curbside pickup at no extra charge.

Why offer Recycle+?



Optional service, only if it meets customers' needs and budget.

- Some customers willing and able to pay more for convenience
- Recycle+ service can be shared



Optional service provides opportunities while avoiding significant impacts to service costs across ALL Tualatin customers.



Environmental benefits of recycling and reuse.

- Climate Action Plan Strategy 7.5: Responsible Waste Management
- Council's 2030 Vision of being an environmentally active, sustainable, and forward-thinking community



Recycle+ service can begin in Tualatin immediately

- Aligns county educational materials and creates consistency



City of Tualatin



REPUBLIC[®]
SERVICES

Sustainability in Action

We appreciate your time,
Thank you!

Lindsay Marshall

Management Analyst

City of Tualatin – Public Works

Travis Comfort

Municipal Contract Administrator

Republic Services



Recycle+ Frequently Asked Questions

Why is there a monthly fee, even if I don't request a pickup?

This is an optional service, and only a fraction of community members will sign up. The base monthly fee covers the ongoing time and cost associated with the program regardless of pickups. This includes things like customer communication, managing the sign-up process, the cost of the bins, etc.

The separate pick-up charge covers costs associated with collecting your materials each time: the labor, fuel, processing fees, etc.

How big is the Recycle+ bin?

It's an 18-gallon bin. It comes with a domed lid that adds another 2 gallons to the capacity. The dimensions are 18.3"D x 27.75"W x 13.5" H (17.5"H with the lid on).

Why are plastic bags used for separating materials?

Existing lifecycle analysis (LCA) research for grocery bags shows that when choosing between plastic and cotton to manufacture bags, the environmental impact of cotton appears to be higher than that for a variety of plastics for several indicators including climate change and resource depletion.

The production of fabric bags comes with its own environmental footprint that starts with the impacts of agriculture. Depending on the environmental indicator in question, the LCAs estimate cotton bags may need to be reused hundreds or thousands of times to equal that of single use plastic bags.

While grocery bag LCA results are not directly applicable to the bags used in this new collection service, the research shows that choosing cotton over plastic is not automatically an environmental win in all situations.

Reuse of bags in the Recycle+ program, regardless of material type, has not been determined to be feasible at this time. The plastic bags must be 30% post-consumer recycled content, unless unavailable in the marketplace. Bags will be recycled once emptied. Staff will keep an eye out for updated research and continue to look for ways to increase the value of this collection service for customers and for the planet.

Why can't I use my own plastic bags to separate materials in the bin?

It's crucial to the success of the program that materials be free of contamination when they're sent to their end markets. The bags need to be transparent so that your driver can quickly see if there's any contamination in the materials they're collecting. Common household bags reused by customers are opaque. They're also often smaller in size, which may prevent items from being fully contained and protected from the elements once collected.

Why can't I put Recycle+ items in my regular recycle bin?

It's important for the items accepted in your standard recycling cart to stay consistent. The sorting equipment that separates everything is finely tuned for these items alone so that they don't end up in the wrong place as contamination. Also, these items have many stable end markets. This means we can be confident they'll be recycled. (In Oregon, it's actually illegal for items collected as recycling to be thrown away.) Approximately 42,000,000 lbs of these recyclable materials are collected by certificated haulers per year!

Additional items, like those collected by Recycle+, have few markets, and can't be separated from the mixed recycling. Depots have been a way to collect these materials separately, and now Recycle+ offers a convenient way to have them collected at home. We will stay in close communication with garbage and recycling companies and Recycle+ customers, in the event that markets change.

This may be changing in the next 3-5 years. The state of Oregon is working to make recycling easier. The [Recycling Modernization Act](#) will expand access to recycling services and upgrade the facilities that sort recyclables.

For the clear plastic #1 clamshell containers - why do they have to be hinged?

Rigid PET plastic recycling markets are new and emerging. Currently, the markets we are accessing are most interested in the clamshell containers (these markets are associated with berry producers and many of the recycled clamshells are also coming from berry containers). Rigid #1 PET plastic thermoforms vary in their thickness and combination with other types of plastic or materials like adhesives and other packaging.

Focusing on hinged clamshells that are made from clear #1 PET helps ensure a clean material is collected and delivered to this new/emerging market. #1 PET recycling markets are quickly growing and maturing which may increase the potential for additional types of rigid #1 PET to be added to Recycle+ in the future.

Why are the textiles only down-cycled and not actually donated?

We encourage community to donate textiles in good condition through local organizations of their choosing, or share through community swaps or buy nothing groups. Check [What to Recycle and Where](#) for donation options near you. Recycle+ provides a recycling option for textiles that aren't in good condition.

Stay tuned: Recycle+ will be partnering with local organizations to hold special reuse drives starting later this year. We'll be working closely with these organizations and our Recycle+ community members to get valuable items in the hands of community members that need them, so as not to inadvertently overwhelm them.

Why are CFL bulbs the only light bulbs accepted?

CFL bulbs contain hazardous chemicals, like small amounts of mercury, that should be removed from the waste stream before being landfilled. LED and Incandescent bulbs do not include any hazardous substances and are mostly made of various types of plastic, glass and small amounts of metal. In most recycling processes the LED and Incandescent bulbs are ground up into a mix that can be screened for small amounts of metal and the rest shipped out for disposal or alternative daily cover at a landfill. We did not want to include these items in Recycle+ if they were potentially ending up at the same destination as if they were in the garbage bin.

What about Styrofoam, will this be added to the list in the future?

We expect the list to change over time, based on interest from community, market availability and environmental benefit. Right now, the environmental benefits associated with collecting expanded polystyrene (EPS) for chemical recycling (which is the only outlet available in the region) are not clear. The Oregon Department of Environmental Quality is evaluating a variety of materials, including EPS, to determine whether it makes sense to recycle them. As we learn more about chemical recycling of EPS, and if there is a clear environmental benefit associated with collecting and recycling it, we may consider adding it to Recycle+ in the future.



CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: December 11, 2023

SUBJECT:

Consideration of **Resolution No. 5739-23** Authorizing the City Manager to Execute a Memorandum of Understanding with Community Action Organization to Provide Eligibility Verification for a Low-Income Utility Bill Assistance Program

RECOMMENDATION:

Staff recommends approving Resolution No. 5739-23

EXECUTIVE SUMMARY:

During the Fiscal Year 2023-2024 budget process, the Council and staff discussed the desire to set up a low-income utility bill assistance program. Direction was given to set aside funding to set up such a program; the adopted budget includes amounts set aside in both the water and sewer funds for a program.

The attached resolution authorizes the City Manager, or designee, to sign a memorandum of understanding (MOU) with Community Action Organization (CAO) to provide for a streamlined information sharing process to establish eligibility for customers that could participate in the assistance program.

Customers with household incomes at or below 60% of the Oregon Annual Median Income for the past 60 days are eligible for bill forgiveness. The current qualifying income levels are included in the attached document. Additionally, a customer may be eligible for the program if they are actively enrolled in one of the following programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Woman, Infants, Children (WIC)
- Temporary Assistance for Needy Families (TANF)
- Oregon Health Plan (OHP)
- Free and Reduced Lunch
- Energy Assistance Program
- Public Housing, Section 8 Choice Voucher Program or Project Based Voucher Program

Residential customers facing extreme financial hardship may be eligible for bill forgiveness of \$300, per fiscal year.

Customers will be qualified by Community Action by applying for assistance. Customers will either be already aware of the program, be notified of the program by City staff or by Community Action staff while going through the process for other assistance programs offered through CAO. Upon qualification, CAO will notify the City of a customer's approval and the City will credit the customer's account accordingly.

OUTCOMES OF DECISION:

Approval of the attached resolution will allow for the City to contract with Community Action Organization for the services described in the MOU. This process will allow the City to stand up the program sooner and more efficiently.

ALTERNATIVES TO RECOMMENDATION:

Not approving the resolution will delay the implementation of the program and would significantly hinder the City's ability to operate a low-income utility bill assistance program.

FINANCIAL IMPLICATIONS:

The agreement calls for a one-time \$1,250 set-up fee and a fee of \$7,800 for the period beginning with the full execution of the MOU through June 30, 2025, payable in three installments, for up to and including 225 screenings. Screenings above 225 during this contract term will be billed monthly at \$35 per screening. Funds for the program are available in the American Rescue Plan Act Fund and the water and sewer operating funds.

ATTACHMENTS:

- Resolution No. 5739-23
- Memorandum of Understanding
- Low-Income Utility Bill Assistance Program Reference Guide

RESOLUTION NO. 5739-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH COMMUNITY ACTION
ORGANIZATION TO PROVIDE ELIGIBILITY VERIFICATION FOR LOW-INCOME
UTILITY BILL ASSISTANCE PROGRAM

WHEREAS, The City of Tualatin desires to provide a low-income utility bill assistance program;

WHEREAS, Community Action Organization currently provides income verification services for multiple assistance programs throughout Washington County;

WHEREAS, the City of Tualatin wishes to utilize Community Action Organization's expertise to provide income verification for qualifying customers to take advantage of the City's low-income utility bill assistance program;

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

Section 1. The City Manager, or designee, is authorized to execute a Memorandum of Understanding with Community Action Organization, which is attached and incorporated herein.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 11th day of December, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

APPROVED AS TO FORM

BY _____
City Recorder

BY _____
City Attorney



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TUALATIN
AND
COMMUNITY ACTION ORGANIZATION**

**ELIGIBILITY VERIFICATION FOR CITY'S LOW-INCOME
UTILITY BILL ASSISTANCE PROGRAM**

This Memorandum of Understanding (MOU) is entered into by and between the City of Tualatin, an Oregon Municipal Corporation (City) and Community Action Organization, a private, non-profit agency (Agency). City and Agency may be referred to together as "Parties" or singularly as "Party."

I. Purpose

The purpose of this MOU is to provide for a streamlined information sharing process to establish eligibility for participation in the City's Low-Income Utility Bill Assistance program.

- The City provides an assistance program to utility customers who are in need of assistance. This program includes, but is not limited to, assistance for drinking water, sanitary sewer, road utility, parks utility, and surface water management fees, collectively referred to as "City Program."
- Eligibility criteria for participation in the City Program is set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, which is attached to this MOU as Exhibit A and incorporated herein. Such criteria are generally based upon income and/or an individual or family qualifying to participate in other programs such as SNAP/TANF, OHP or free or reduced lunch programs.
- Agency is in possession of information that can verify whether a specific individual or family is eligible to participate in the City Program.
- City desires to provide nominal sponsorship support to Agency in exchange for Agency assisting City with determining whether individuals and families are eligible to participate in City Program.
- Agency desires to assist City in determining whether individuals and families qualify for City Program.

II. Roles and Responsibilities

Agency agrees to perform the partner responsibilities set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, including but not limited to:

- Accept requests for eligibility verification for City Program from individuals and families with whom Agency works (Eligibility Requests).
- Ensure familiarity with eligibility requirements for participation in City Program and base verification decisions solely on such criteria.
- Verify Eligibility Requests and email results of the verification process to the City's designated contact person on a weekly basis.
- Require individuals and families making Eligibility Requests sign a consent form authorizing Agency to release the results of the verification process to the City.

City agrees to perform the City responsibilities set forth in the City's Low-Income Utility Bill Assistance Program Reference Guide, including but not limited to:

- Provide Agency with a designated contact person for City Program.
- Provide eligibility criteria for City Program to permit Agency to make decisions related to Eligibility requests.
- Enroll individuals and families in applicable City Program after having received verification of eligibility from Agency.
- To the extent permitted by law, maintain confidentiality of information provided by Agency.
- Provide administrative support to the agency in an agreed upon amount per terms included in Attachment A..

III. Terms

This MOU will take effect upon the date of the last signature appearing below, and will remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party.

Parties are responsible for their individual staffing requirement to satisfy the obligations of this MOU.

Each party shall be solely responsible for defending any claim or action against it arising out of or related this MOU, whether civil or criminal, and for any liability there from.

Except as expressly provided in this MOU or in the City's Low-Income Utility Bill Assistance Program Reference Guide, this MOU does not create an obligation or commitment of funding, nor is it a basis for the transfer of funds. This MOU is a basic statement of the understanding between the Parties regarding the tasks and methods for performing the tasks described in this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the existence of this MOU in no way implies that funds will be appropriated for the tasks described in this MOU in the future.

Except as otherwise provided herein, this MOU may only be modified or amended by the mutual written consent of the Parties.

The City may modify the City's Low-Income Utility Bill Assistance Program Reference Guide at its sole discretion. City shall provide Agency notice of such modifications at least sixty (60) calendar days prior to any such modifications taking effect. If Agency disagrees with such modifications, Agency must provide written notice to City of its objections at least forty-five (45) calendar days before such modifications are scheduled to take effect. Within ten (10) calendar days of receiving such notice from Agency, City must notify Agency in writing if it will amend the proposed modifications as requested by Agency or make the modifications as originally proposed. If City fails to amend the proposed modifications in a manner satisfactory to Agency, Agency may terminate this MOU pursuant to the terms below.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

DATE: _____

DATE: _____

CITY OF TUALATIN

COMMUNITY ACTION ORGANIZATION

Printed Name

Printed Name

Attachment A

I. Financial Terms

- The original term of the agreement will commence on the date of the last signature on the MOU and will be through June 30, 2025.
- Subsequent plan years will be the same as the City's fiscal year, July 1 through June 30.
- The City will pay the Agency for administrative support during the original term of the agreement the amount of \$7,800 for up to and including 225 screenings, payable one-third at MOU execution, one-third on June 1, 2024 and the remaining balance on December 1, 2024. Screenings above 225 in the original contract period will be billed monthly at \$35 per screening.
- Future year billings will be split into two payments; one at the beginning of the plan year and the other after six months.
- Any proposed changes to financial terms must be made in writing at least ninety (90) calendar days prior to end of plan year.
- A one-time set up fee of \$1,250 will also be due upon completion of the MOU.



Low-Income Utility Bill Assistance Program

Bill Forgiveness

Eligible residential customers facing extreme financial hardship may receive assistance on the current charges of \$300, per fiscal year.

Eligibility

Applicant must be a residential customer of the City of Tualatin (City).

Property must be a single-family home that receives water and/or sewer services from the City.

Applicant must occupy the property as their principal residence and be directly responsible for the payment of the utilities.

Customers with household income at or below 60% of the Oregon Annual Median Income for the past 60 days are eligible for bill forgiveness.

Household/ Family Size	60% of Annual Median Income	
	Annual	Monthly
1	\$ 29,334	\$ 2,445
2	\$ 38,373	\$ 3,198
3	\$ 47,402	\$ 3,950
4	\$ 56,430	\$ 4,703
5	\$ 65,459	\$ 5,455
6	\$ 74,488	\$ 6,207
7	\$ 76,181	\$ 6,348
8	\$ 77,874	\$ 6,490
9	\$ 79,567	\$ 6,631
10	\$ 81,260	\$ 6,772

In addition, customers may be eligible for bill forgiveness if the person(s) listed on the utility bill account is actively enrolled in one of these programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Woman, Infants, Children (WIC)
- Temporary Assistance for Needy Families (TANF)
- Oregon Health Plan (OHP)
- Free and Reduced Lunch
- Energy Assistance Program
- Public Housing, Section 8 Choice Voucher Program or Project Based Voucher Program



Low-Income Utility Bill Assistance Program

Verification Process Overview for Partners

Step 1	Review customer documentation and determine if customer is eligible for bill forgiveness based on eligibility criteria provided
Step 2	Communicate positive verification to City utility billing team. Send an email with the subject line "Low-Income Utility Bill Assistance Customer Verification" to billing@tualatin.gov with the following information: <ul style="list-style-type: none">○ Customer Name (as stated on utility bill)○ Utility Bill Account Number (top right corner of bill)○ Contact Phone Number○ Contact email address○ If customer is seeking assistance due to COVID-19 related impacts (yes/no)○ Date of verification
Step 3	Communicate to customer that City utility billing staff will: <ul style="list-style-type: none">○ Determine final bill write-off○ Contact customer with confirmation of write-off○ Ask customer if they would like consecutive bills written off, or hold off on the second write-off for a later time within a 12 month period
Step 4	Keep record of how customer qualified for assistance (income documentation or active participating in program SNAP, WIC, TANF...etc)

Utility Billing Staff Contact Information:

Cathy Hayes
Accounting Technician
503-691-3056
Chayes@tualatin.gov

Matt Warner
Assistant Finance Director
503-691-3052
mwarner@tualatin.gov

Attached:

Example of City of Tualatin Utility Bill

Email Template for Verification Confirmation



CITY OF TUALATIN
18880 SW Martinazzi Ave.
Tualatin, OR 97062
www.tualatinoregon.gov

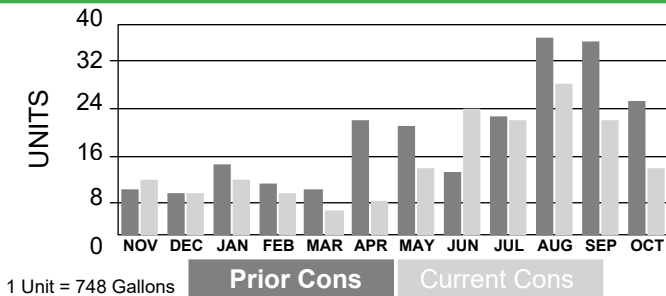
Billing Inquiries: (503) 691-3056
Monday thru Friday 8:00 AM to 5:00 PM
Email: billing@tualatin.gov

TUALATIN CUSTOMER
8650 SW TUALATIN RD
TUALATIN, OR 97062

special message

In the City of Tualatin, it is each property owner's responsibility to properly dispose of leaves and yard debris on private property, including sidewalk and planter strip located, in front of your house. You can help to "leaf" no trace and minimize problems during the rainy, wet season by disposing of leaves and yard debris properly, in designated yard waste bins. Please do not place yard debris or leaves in the street! Doing so can cause problems, including difficulty for the street sweeper to sweep all city streets and preventing drainage into storm catch basins, which can result in localized flooding. Blowing leaves or yard debris into the streets is punishable by up to a \$500 fine, per the Tualatin Municipal Code 6-1-210.

your monthly water consumption



billing date	due date	previous balance	payments	adjustments	current charges	total due
10/30/2023	11/20/2023	\$177.08	\$177.08	\$0.00	\$141.98	\$141.98

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT



CITY OF TUALATIN
18880 SW Martinazzi Ave.
Tualatin, OR 97062

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TUALATIN CUSTOMER
8650 SW TUALATIN ROAD
TUALATIN, OR 97062



Account Statement

account information

ACCOUNT NUMBER: XXXXXX-XXX
SERVICE ADDRESS: 8650 SW TUALATIN RD
BILLING PERIOD: 9/29/2023 to 10/30/2023
BILLING DATE: 10/30/2023
DUE DATE: 11/20/2023

meter reading – usage dates

Meter	Read Dates	Previous	Current	Consumption
	9/14-10/16	4671	4684	13.00

CURRENT CHARGES

DESCRIPTION	AMOUNT
Facility Charge	5.47
Service Charge	5.53
Water Usage	50.70
Sewer Base Fee	37.31
Sewer Use Fee	19.90
Stormwater Fee	11.47
Road Maintenance	6.60
Parks Utility Fee	5.00
TOTAL CURRENT CHARGES	\$141.98

ACCOUNT NUMBER: XXXXXX-XXX
SERVICE ADDRESS: 8650 SW TUALATIN RD
BILLING PERIOD: 9/29/2023 to 10/30/2023
BILLING DATE: 10/30/2023
DUE DATE: 11/20/2023

amount due

TOTAL AMOUNT DUE BY 11/20/2023 \$141.98

amount enclosed

REMIT PAYMENT TO:



CITY OF TUALATIN
18880 SW MARTINAZZI AVE
TUALATIN OR 97062-7092



Low-Income Utility Bill Assistance Program

Email Template for Verification Confirmation

To: billing@tualatin.gov

Subject: Low-Income Utility Bill Assistance Customer Verification

This email verifies that [INSERT NAME OF CUSTOMER] meets the eligibility criteria for the Low-Income Utility Bill Assistance program:

- Customer Name (as stated on utility bill)
- Utility Bill Account Number (top right corner of bill)
- Contact Phone Number
- Contact email address
- If customer is seeking assistance due to COVID-19 related impacts (yes/no)
- Date of verification